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

# Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended **May 31, 2022**

□ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: **000-50612**

# UNIQUE LOGISTICS INTERNATIONAL, INC.

(Exact Name of registrant as specified in its charter)

| **Nevada** | **01-0721929** |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |
| **154-09 146th Ave, Jamaica, NY** | **11434** |
| (Address of principal executive offices) | (Zip Code) |

**Tel: (718) 978-2000**

**(**Registrant's telephone number, including area code)

Securities registered under Section 12(b) of the Act: Common Stock, par value $0.001 per share

Securities registered under Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes □ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes □ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No □

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No □

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Check one:

| | | | |
|---|---|---|---|
| □ | Large accelerated filer | □ | Accelerated filer |
| ☒ | Non-accelerated filer | ☒ | Smaller reporting company |
| | | □ | 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. □

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes □ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, as of the last business day of the registrants most recently completed second fiscal quarter was $4,709,921.

As of September 13, 2022, there were 799,141,770 shares of the registrant's common stock outstanding.

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## ADDITIONAL INFORMATION

Descriptions of agreements or other documents contained in this report are intended as summaries and are not necessarily complete. Please refer to the agreements or other documents filed or incorporated herein by reference as exhibits. Please see the exhibit index at the end of this report for a complete list of those exhibits.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This document contains certain “forward-looking statements”. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including, but not limited to, any projections of earnings, revenue or other financial items; any statements of the plans, strategies, goals and objectives of management for future operations; any statements concerning proposed new products and services or developments thereof; any statements regarding future economic conditions or performance; any statements or belief; and any statements of assumptions underlying any of the foregoing.

Forward looking statements may include the words “may,” “could,” “estimate,” “intend,” “continue,” “believe,” “expect” or “anticipate” or other similar words, or the negative thereof. These forward-looking statements present our estimates and assumptions only as of the date of this report. Accordingly, readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the dates on which they are made. We do not undertake to update forward-looking statements to reflect the impact of circumstances or events that arise after the dates they are made. You should, however, consult further disclosures and risk factors we include in Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports filed on Form 8-K.

In our Form 10-K, Form 10-Q and Form 8-K filings with the Securities and Exchange Commission, references to: (a) “Common Stock” refers to our Common Stock, $0.001 par value per share; and (b) “Unique Logistics International, Inc.”, “Unique”, “UNQL” “the Company”, “we,” “us,” “our” and similar terms refer to Unique Logistics International, Inc. and its wholly owned operating subsidiaries Unique Logistics International (BOS) Inc, a Massachusetts corporation and Unique Logistics International (NYC), LLC and Unique Logistics Holdings, Inc. s listed on Exhibit 21.1 filed with this Annual Report on Form 10-K.

## PART I

### Item 1. Business.

***Business Overview***

Unique Logistics International, Inc. provides a full range of global logistics services by providing to its customers a robust international network that strategically supports the movement of its customers' goods. Acting solely as a third-party logistics provider, Unique purchases available cargo space in volume from its network of carriers (such as airlines, ocean shipping, and trucking lines) and resells that space to our customers. Unique Logistics does not own any of these ships, trucks, or aircraft and does not plan on entering the ownership model.

Operating via its wholly owned subsidiaries, Unique Logistics International (BOS) Inc, a Massachusetts corporation ("UL BOS") and Unique Logistics International (NYC), LLC, a Delaware limited liability company, Unique Logistics provides a range of international logistics services that enable its customers to outsource to the Company sections of their supply chain process. The services provided by the Company are seamlessly managed by its network of trained employees and integrated information systems. We enable our customers to share data regarding their international vendors and purchase orders with us, execute the flow of goods and information under their operating instructions, provide visibility to the flow of goods from factory to distribution center or store and when required, update their inventory records.

Unique Logistics primary services include:

- Air Freight services
- Ocean Freight services
- Customs Brokerage and Compliance services
- Warehousing and Distribution services
- Order Management

***Air Freight Services***

Operating as an Indirect Air Carrier (IAC) or an airfreight consolidator, Unique Logistics provides both time savings and cost-effective air freight options to its customers. An expansive global network enables the Company to offer door to door service allowing customers to benefit from our expert staff for guidance with the physical movement of cargo and documentation compliance. Unique purchases cargo space from airlines on a volume basis and resells that space to our customers at a lower price than they would be able to negotiate themselves for their individual shipments. The Company, through its integrated management system, determines the best routing for shipments and then arrangements are made to receive the cargo into a designated warehouse. Upon receipt, cargo is inspected and weighed, documentation is collected, and export clearance is processed. Once cargo is cleared it is prepared for departure. Unique Logistics offers real-time tracking visibility for customers to view when an order is booked, departs and arrives. Unique Logistics contracts with a worldwide network of airlines and other service providers to provide the best airfreight service in assisting importers to ship using the most efficient and cost-effective method. Some of the selections we offer include:

- International, domestic, deferred, express and charter services, which permit customers to choose from a menu of different priority options that secure at different price levels, greater assurance of timely delivery
- Port to Port and Door to Door shipments, which provide customers the option of managing, independently, the post arrival services such as delivery or clearance if the Company is not providing such services
- Global blocked space agreements (BSA), which guarantee the availability of space on certain flights
- Air and ocean combination shipment which offer cost effective transportation using multimodal, combination movements, by one mode to an international hub, such as Dubai, UAE or Singapore and converting to a different mode at the hub
- Air and transload dedicated truck shipment, where arriving cargo is transferred from airline container or pallet into a truckload ready for delivery
- Dangerous goods handling requiring qualified handling
- Refrigerated cargo

Our Air Freight customer base is comprised of importers who are in various industries including fashion retail, technology and general department stores merchandise importers. The majority of shipments originate in Asian manufacturing countries. Air Freight is seasonal for fashion retailers, with the period July through December being much stronger than the remaining six months. For technology companies, the seasonal impact is less pronounced.

The Company works with its international network to ensure air freight shipping capacity is secured and planned in advance to meet our customers' requirements. The capacity is then made available to our customers at competitive pricing and with the added security of availability, particularly during peak Air Freight shipping periods. We supplement scheduled capacity with full charter capacity to ensure customer capacity requirements are met throughout the year. While capacity management is critical to securing and maintaining Air Freight customers, the Company will try to quickly move to the position of offering additional primary services to our Air Freight customers.

The Company's integrated management system is built around a cloud-based software package known as Cargo Wise. The software is accessible to our offices or overseas third party associates when planning and recording the receipt of cargo and booking shipments. The Cargo Wise system assists in the creation of documentation required to plan each shipment, including Management Information Systems that enable our Operational Management Teams to generate reports or provide access to information to our customers so that they have daily visibility to their purchased orders. This enables shipments to be approved, planned and routed within the available air freight capacity procured by the Company. The Cargo Wise software is part of the integrated management system that also incorporates (in some cases with interface) airline resources, congestion/ market condition information, pricing databases, customer preferences in Key Account Management databases and the trained personnel and experienced managers that make decisions as required based on the information.

***Ocean Freight Services***

Operating as an ocean transportation intermediary ("OTI") to provide ocean freight service both as a non-vessel owning common carrier ("NVOCC") and ocean freight forwarder, Unique Logistics provides to its customers ocean freight consolidation, direct ocean forwarding, and order management. We are a common carrier that holds itself out to the public to provide ocean transportation, issues its own house bills of lading or equivalent document, but does not operate the vessels by which ocean transportation is provided. The Company's roles and responsibilities in ocean freight services include the following:

- Selecting the most optimal ocean carriers based on both cost and service. The Company has NVOCC contracts with multiple ocean carriers and is thus able to offer its customers a choice in service;
- Entering into contract/rate agreement with clients to transport their ocean shipments. Under such contracts the customer is assured of the Company's pricing and weekly capacity to carry the customer's cargo;
- Consolidating shipments at origin/deconsolidating of freight at destination. This enables the customer to receive the economics of a consolidated container rate rather than a higher rate for less than full container load ("LCL"). It also makes delivery at destination more efficient;
- Arranging pick-up of shipment at origin and deliver at destination, with a factory to door service;
- Preparing and processing the documentation/clearance (customs/security) for shipments during ocean transit, in advance of arrival of shipment at destination;
- Ocean freight services are provided in both major and minor trade lanes with representation in all trading nations in Americas, Asia, and Europe;
- Offering a wide array of services typically performed by multiple services provides including but not limited to, offering options to customers on ocean carrier service choices prior to final selection and securing such space based on customer requirement; this enables our customers to delegate more of its logistics management to us whereas a more limited range of service would require the customer to deal with multiple service providers;
- Communicating on any regulation/compliance issues on exporting and importing shipments;
- Playing intermediary role at any point of ocean transportation based on customer's routing preferences; and
- Providing space acquisition on carrier service for committed delivery during high demand period, and providing lower price option in weak demand season for utmost cost saving.

The website of Datamyne, a Descartes company (us1.datamyne.com) as of January 14, 2022 lists the Company as a top 100 NVOCC on the Transpacific Eastbound sector. Some of the major industry sectors we serve are Home Products and Appliances, Furniture, Automotive, Giftware and Fashion. Our customers are both retailers as well as wholesale importers. Our volumes enable us to enter significant contracts with shipping lines to lock in capacity at prices that enable us to secure and retain customers.

***Customs Brokerage and Compliance Services***

Unique Logistics is a licensed United States customs broker whose mission is to ensure that its importing clients are in compliance with all required regulations. Our services help importers clear cargo with the U.S. Customs and Border Protection, including documentation collection, valuation review, product classification, electronic submission to customs and the collection and payment of duties, tariffs and fees. Unique Logistics works with importers to develop a compliant trade program including product databases, compliance manuals and periodic internal audits. The development of product databases has become critical in the current economic environment due to the increasing trade tensions and various tariffs imposed as a result. Unique Logistics also offers importers tools to improve on efficiency such as reporting, visibility and trade consulting including training seminars. Additional services include:

- Preparation of the Import Security Filing (10+2) required to be on file 24 hours prior to shipment departure;
- Clearance and compliance with other government agencies such as the Food and Drug Administration, U.S. Department of Agriculture, Consumer Product Safety Commission and U.S. Fish & Wildlife Service;
- Focused assessment and internal audit to determine and eliminate weak areas of compliance;
- Post-entry service to change past entries and take advantage of tariff exclusions granted after the original entry was processed;
- Binding rulings to obtain pre-entry classification;
- Classification & valuation;
- Trade agreements;
- Warehouse entries to defer duty;
- Licensing and country of origin marking requirements;
- Free Trade Zone (FTZ);
- Duty drawback to get duty back on items exported under certain requirements; and
- Cargo insurance coverage

***Warehousing and Distribution Services***

Unique Logistics operates a warehousing facility in Santa Fe Springs, CA and plans to expand such services through its own managed facilities. Unique Logistics also provides warehousing and distribution services through third party facilities. Our current facility is leased to the Company and is 110,000 sq. ft. with storage capacity for around 9,000 pallets and 10 dedicated employees.

Warehousing and Distribution services enable Unique Logistics to greatly expand its involvement in our customers' supply chain, post arrival of international shipments into the United States. By providing inventory management, order fulfillment, and other services, our customers benefit from cost savings related to space, equipment and labor due to efficiencies of scale. Our list of Warehousing and Distribution Services include the following:

- Transloading of cargo from incoming containers to trucks for delivery
- Pick and pack services
- Quality control services under customer instructions
- Kitting
- Storage
- Inventory management
- Delivery services, including e-Commerce fulfillment services

Warehousing and Distribution is a higher margin business than Air Freight or Ocean Freight. In the case of freight service we are primarily re-selling capacity while in Warehousing and Distribution we are offering services based on fixed space cost, fixed staffing and equipment cost and relatively smaller variable labor and equipment cost. The customer base comprises freight customers with Warehousing and Distribution needs as well as customers who are exclusively Warehousing and Distribution service users. They are in a variety of industries: foot-ware, apparel, giftware, home appliances, etc. The customers are billed under three broad categories: Storage, Transloading (with quick turnaround and no storage) and Other Warehouse Services listed above. The location of our existing warehouse, within 15 miles of the Port of Los Angeles/ Long Beach and 20 miles from Los Angeles Airport is an important factor for our customers. Racking as well as bulk storage space availability enables us to handle a variety of customer requirements. In recent years, severe congestion at the terminals serving the Port of Los Angeles/ Long Beach has increased the demand for Transloading as well as short-term storage services at warehouses such as ours that are within a 50 mile radius of the Port.

The current facility is the first and only facility of its type operated by us. Warehousing and Distribution is an important opportunity for our business expansion.

***Order Management***

Unique Logistics offers order management services providing importers with total visibility on every order from the time placed with the supplier to door delivery. Importers send orders electronically immediately upon creation giving the Company the ability to assist in firmly holding suppliers to shipping windows. This results in optimizing consolidation and improved on-time delivery. Order management also gives importers the power to control their supply chain by monitoring key milestone events, track order status and manage delivery to the end consumer.

Order Management features:

- Importer and vendor EDI integration
- Key milestone notifications customized per importers' requirements
- Vendor, booking and document management
- Customized reporting including exception reporting for maximum efficiency
- Consolidation management
- Tracking visibility in real-time

Other Benefits include:

- Single Data Platform
- Avoids a manual booking process
- Eliminates unnecessary data entry
- Document visibility and historical recordkeeping
- Vendor KPI management
- Live milestone updates

***Industry Overview and Competition***

The global logistics industry is highly competitive, and we expect it to remain so for the foreseeable future. Although there are a large number of companies that compete or provide services in one or more segments of the logistics industry, Unique Logistics is part of a much smaller group of companies that provides a full suite of services. In each area of service, we face competition from companies operating within that service segment as well as companies that provide a wider range of global services.

The industry includes (i) specialized Non-Vessel Owning Common Carriers ("NVOCCs"), an ocean carrier that transports goods under its own House Bill of Lading, or equivalent documentation, without operating ocean transportation vessels and (ii) Indirect Air Carriers ("IACs") which are persons or entities within the United States, not in possession of an FAA air carrier operating certificate, which undertake to engage indirectly in air transportation of property and uses for all or any part of such transportation the services of an air carrier, freight forwarders, trucking companies, customs brokers and warehouse operators who operate within their specialized space and very often pose pricing advantages within that segment.

Our mission is to bring value to our customers through specific competitive advantages:

- Trained, experienced staff with knowledge of those areas of the world where customers are likely to require problem solving abilities.
- Trained, experienced staff with knowledge of the various supply chain segments: Air, Ocean, Customs, Warehousing and Information Technology integration.
- Responsive customer service and the ability to meet our customer needs with people at the front of well-established processes.

Our customer base includes companies in a wide range of industries. Some of the major industry sectors we serve are Home Products and Appliances, Furniture, Fashion Retail, Automotive and Technology. We aim to provide a wide range of services to each customer and cross sell all of our primary services.

Ocean Freight services and Air Freight services are the most significant revenue drivers for the Company. To distinguish our service offerings from our competitors our primary focus is on capacity management for these services. Our volumes enable us to enter significant contracts with shipping lines to lock in capacity at prices that enable us to secure and retain customers. Similarly, our Air Freight capacity strategy includes rate/ space agreements with scheduled airlines as well as a full air cargo charter program under which we are able to lock in capacity for our customers at contracted rates.

While capacity management is critical to establishing relations with new customers and securing existing ones, it is essential for the Company to expand its range of services to each customer. Our customer support teams will work with each customer to identify the areas such as Customs Brokerage, Warehousing & Distribution and Order Management where our service offerings may create additional value-added opportunities within the customer's supply chain.

***Seasonality***

Historically, our own operating results, as well as the industry as a whole, have been subject to seasonal demand. With our financial year end of May 31, typically our first and second quarters are the strongest with the fourth quarter being the weakest; however, there are no guarantees that these trends will continue. These seasonal trends are influenced by a number of factors, including weather patterns, national holidays, economic conditions, consumer demand, major product launches, as well as a number of other market forces. Since many of these forces are unforeseen there is no way for us to provide assurances that these seasonal trends will continue.

***Growth Strategy***

Unique Logistics has established plans to grow its business by focusing on the following key areas: (1) organic growth and expansion in existing markets; (2) strategic acquisitions; (3) warehousing and distribution; (4) growth of business on the Trans-Atlantic and Latin American trade lanes; and (5) specialized services to United States companies on their overseas logistics needs in conjunction with the export and distribution of products in certain Asian markets such as India, Vietnam and China.

Organic Growth and Expansion in Existing Markets:

We plan to focus on developing business domestically to drive organic growth. Since our initial formation and combination, we have significantly improved our operating efficiencies in the areas of procurement, customer service, finance and administration. We have achieved this by consolidating our volumes, centralizing many of the functions previously handled separately by individual operating subsidiaries and rationalizing our organizational structure hiring and empowering experienced executives in critical positions including the hiring of a full time Chief Operating Officer. We believe this resulted in much lower overhead and the ability to build a uniform marketing strategy to build market share and further the brand recognition of Unique Logistics throughout the United States. Additionally, the Company will continuously assess its Information Technology environment based on emerging trends in logistics and customer requirements. The first step in the strategy is already in place: a single operating platform. We will continue to build add-on service tools that enhance our operating platform. One key area for technology focus will be the seamless delivery of e-Commerce services from origin to consumer with shipment visibility for both customer and the customer's consumer.

We believe Unique Logistics' business base that includes three out of the fifty largest importers in the United States can be expanded by building our sales organization and the support organization to successfully deliver our brand of service.

Strategic Acquisitions:

On April 28, 2022, the Company entered into the Purchase Agreement, by and between the Company and ULHK, whereby the Company is planning to acquire prior to December 31, 2022, from ULHK all of ULHK's share capital in nine (9) of ULHK's subsidiaries as listed in Schedule I of the Purchase Agreement. The acquisition of the Subsidiaries is in line with our strategic plan to become a leading supply chain service provider. We believe that these acquisitions would serve to strengthen our control over supply chain services including capacity management and procurement.

Warehousing and Distribution

Unique Logistics has successfully established a major warehousing facility in Santa Fe Springs, CA and now has in-house the management expertise (commercial as well as operational) in successfully managing such facilities. Unique Logistics has also identified a method of identifying growth opportunities by focusing on specific areas of the United States and existing well-constructed facilities where lease assumption is available with an existing customer base.

Specialized Services to US Companies in Overseas Markets

Unique Logistics has several decades of experience in Asian markets such as India, Vietnam and China. Unique Logistics is constantly interacting with a United States customer base that seeks to do business in these areas but requires local expertise. We have the experience and the connections to assist United States companies with local importation, local warehousing and distribution and other local logistics and trade compliance services. We plan to build on our expertise in these three specific countries to build tailored services to US customers, including in business consulting pertaining to logistics and related trade services.

***Government Regulations and Security***

Our industry is subject to regulation and supervision by several governmental authorities.

Operations

The U.S. Department of Transportation ("DOT"), the Federal Aviation Administration ("FAA") and the U.S. Department of Homeland Security, through the Transportation Security Administration ("TSA"), have regulatory authority over our air transportation services. The Federal Aviation Act of 1958, as amended, is the statutory basis for DOT and FAA authority and the Aviation and Transportation Security Act of 2001, as amended, is the basis for TSA aviation security authority.

All United States indirect air carriers are required to maintain prescribed security procedures and are subject to periodic audits by the TSA. Our overseas offices and agents are licensed as airfreight forwarders in their respective countries of operation. Our offices are licensed as an airfreight forwarder from the International Air Transport Association (IATA), a voluntary association of airlines and air transport related entities that prescribes certain operating procedures for airfreight forwarders acting as agents for its members.

The shipping of goods by sea is regulated by the Federal Maritime Commission ("FMC"). Our Company is licensed by the FMC to operate as an Ocean Transportation Intermediary ("OTI") and as a NVOCC. As a licensed OTI and NVOCC, we are required to comply with several regulations, including the filing of our tariffs.

Under Department of Homeland Security regulations, we are a qualified participant in the Customs- Trade Partnership Against Terrorism ("C-TPAT") program requiring us to be compliant with relevant security procedures in our operations.

We are licensed as a customs broker by the U.S. Customs and Border Protection (CBP) Agency of DHS, nationally and in each U.S. customs district in which we do business. All United States customs brokers are required to maintain prescribed records and are subject to periodic audits by CBP. In other jurisdictions in which we perform customs clearance services, we are licensed by the appropriate governmental authority where such license is required to perform these services.

We do not believe that current United States and foreign governmental regulations impose significant economic restraint upon our business operations. However, the regulations of foreign governments can impose barriers to our ability to provide the full range of our business activities in a wholly or majority United States-owned subsidiary. For example, foreign ownership of a customs brokerage business is prohibited in some jurisdictions and, less frequently, the ownership of the licenses required for freight forwarding and/or freight consolidation is restricted to local entities. When we encounter this sort of governmental restriction, we work to establish a legal structure that meets the requirements of the local regulations, while also providing the substantive operating and economic advantages that would be available in the absence of such regulation. This can be accomplished by creating a joint venture or exclusive agency relationship with a qualified local entity that holds the required license.

Environmental

We are subject to federal, state and local environmental laws and regulations across all of our business units. These laws and regulations cover a variety of processes, including, but not limited to: proper storage, handling and disposal of waste materials; appropriately managing wastewater and stormwater; monitoring and maintaining the integrity of underground storage tanks; complying with laws regarding clean air, including those governing emissions; protecting against and appropriately responding to spills and releases and communicating the presence of reportable quantities of hazardous materials to local responders. We have established site- and activity-specific environmental compliance and pollution prevention programs to address our environmental responsibilities and remain compliant. In addition, we have created several programs which seek to minimize waste and prevent pollution within our operations.

**Corporate History**

Unique Logistics International, Inc. (the "Company" or "Unique") (formerly Innocap, Inc.) was incorporated in Nevada on January 23, 2004. In May 2011, the Company changed its business plan to begin researching the location of and salvaging sunken ships. Until October 2020, the Company had been actively negotiating several research and salvage projects in Indonesia, Malaysia, and other countries in connection with ships that were sunk during World War II.

Unique Logistics Holdings, Inc. ("Unique") a Delaware corporation, was formed on October 28, 2019, for the purpose of conducting a management buyout of three United States subsidiaries majority owned by Unique Logistics Holdings Ltd., a Hong Kong company ("UL HK").

UL HK was incorporated in Hong Kong in 1983. UL HK commenced its business with a focus on transpacific logistics services because of the increasing demands of trade between Hong Kong and the United States. The initial focus was on air freight services, but UL HK quickly diversified into ocean freight services. In its first fifteen years of operations, UL HK established itself as a major international logistics service provider in Hong Kong. Driven by the needs of its customer base, from 1997 through 2012, UL HK established a network of offices throughout Asia and the United States. By the end of 2012, the Unique Logistics brand was well recognized in several Asian countries including China, India, and Vietnam. In the United States, UL HK offices in Boston, Atlanta, New York, Los Angeles, and Chicago had a growing United States customer base in several sectors such as fashion, department stores, furniture, toys, and home goods. The vast majority of ULHK's international business consisted of services pertaining to United States based companies.

On May 29, 2020, Unique Logistics Holdings, Inc., a privately held Delaware corporation headquartered in New York ("ULHI"), entered into a Securities Purchase Agreement with Unique Logistics Holdings Ltd, ("UL HK"), a Hong Kong company, (the "UL HK Transaction"). pursuant to which the Company purchased from UL HK (i) sixty percent (60%) of the membership interests of ("UL ATL Membership Interests") of Unique Logistics International (ATL) LLC, a Georgia limited liability company ("UL ATL"); (ii) eighty percent (80%) of the common stock of Unique Logistics International (BOS) Inc., a Massachusetts corporation ("UL BOS"); and (iii) sixty-five percent (65%) of the Unique Logistics International (USA) Inc., a New York corporation ("UL NY").

On October 8, 2020, the Company, Inno Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Company (the "Merger Sub"), and ULHI. entered into an Acquisition Agreement and Plan of Merger (the "Acquisition Agreement") pursuant to which the Merger Sub was merged with and into ULHI, with ULHI surviving as a wholly owned subsidiary of the Company (the "Merger"). The Company acquired, through a reverse triangular merger, all of the outstanding capital stock of ULHI in exchange for issuing ULHI's shareholders, pro-rata, an aggregate of 1,000,000 million shares of preferred stock, with certain of ULHI Shareholders receiving 130,000 shares of the Company's Series A Preferred Stock par value $0.001 per share, and certain of the ULHI Shareholders receiving of 870,000 shares of the Company's Series B Preferred Stock, par value $0.001 per share. Immediately after the Merger was consummated, and further to the Acquisition Agreement, certain affiliates of the Company cancelled a total of 45,606,489 shares of the Company's common stock, and 1,000,000 shares of Preferred Stock held by them (the "Cancellation"). In consideration of the Cancellation of such shares of the Company's common stock and preferred stock, ULHI agreed to assume certain liabilities of the Company. As a result of the Merger and the Cancellation, the ULHI Shareholders became the majority shareholders of the Company. Immediately following the Closing of the Merger, the Company changed its business plan to that of ULHI.

On January 11, 2021, Innocap Inc. filed a certificate of amendment to its articles of incorporation with the Secretary of State of the State of Nevada, for the adoption of amended and restated articles of incorporation of Innocap Inc. (the "Amended and Restated Articles of Incorporation"). The adopted Amended and Restated Articles of Incorporation: (i) increased the number of authorized common stock from 500,000,000 shares to 800,000,000 shares; and (ii) changed the Company's name to Unique Logistics International, Inc. (the "Company").

The Name Change was approved by the Financial Industry Regulatory Authority (FINRA) and became effective in the market on January 14, 2021. In connection with the name change, the Company changed its ticker symbol from "INNO" to "UNQL".

*Employees and Human Capital*

As of September 13, 2022, the Company had 131 employees. None of our employees are represented by a union or covered by a collective bargaining agreement. We have not experienced any work stoppages and we consider our relationship with our employees to be good.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing, and integrating our existing and new employees, advisors and consultants. The principal purposes of our equity incentive plan is to attract, retain and reward personnel through the granting of stock-based compensation awards, in order to increase stockholder value and the success of our company by motivating such individuals to perform to the best of their abilities and achieve our objectives.

Insurance

The Company effectively maintains all industry specific and business in general insurance policies and believes it has appropriately addressed potential risk of material losses. We currently have the following policies in place:

- US Customs Bonds
- Federal Maritime Commission License Bonds
- Business Insurance
    - General Liability
    - Commercial Property (including Business Personal Property and Business Income with Extra Expense)
    - Business Auto
    - Commercial Umbrella
    - Worker's Compensation and Employer's Liability
    - Employment Practices Liability Insurance
    - Trade Credit Insurance
- Combined Transit Liability
    - Errors and Omissions
    - Warehouse Legal Liability
- Marine Open Cargo Insurance
  Cyber Security
  D&O

From time to time, the Company may also purchase credit insurance for certain customers, resulting in risk of loss being limited to the accounts receivable not covered by credit insurance, which the Company does not believe to be significant.

**Recent Developments:**

On April 28, 2022, the Company entered into a definitive stock purchase agreement (the "April 2022 Purchase Agreement"), by and between the Company and Unique Logistics Holdings Limited, a Hong Kong corporation (the "Seller" and "ULHK"), whereby the Company will acquire, subject to financing, from the Seller all of Seller's share capital (the "Purchased Shares") in nine (9) of Seller's subsidiaries (collectively the "Subsidiaries" and the "ULHK Entities") as listed in Schedule I of the April 2022 Purchase Agreement (the "ULHK Entities Acquisition").

As consideration for the Purchased Shares, the Company agreed to (i) pay the Seller $21,000,000 (the "Cash Consideration"); and (ii) issue to the Seller a $1,000,000 promissory note (the "Note" and, together with the Cash Consideration, the "Acquisition Purchase Price").

The Acquisition Purchase Price is subject to certain adjustments set forth in the April 2022 Purchase Agreement. Accordingly, in the event that the Seller Adjusted Net Asset Amount (as defined in the April 2022 Purchase Agreement) is a positive number, the Acquisition Purchase Price at Closing (as defined in the April 2022 Purchase Agreement) shall be increased on a dollar-for dollar basis of such number up to a maximum of $4,500,000 (the "Adjusted Net Asset Maximum", and such adjustment, the "Net Asset Positive Adjustment"), which shall be paid in two installments as a deferred dividend to Seller as follows: (A) one-half of the excess amount up to an aggregate amount of $2,500,000 to be paid at Closing, and (B) the remaining one-half of the excess amount up to an aggregate amount of $2,000,000 to be paid on the one (1) year anniversary of the Closing Date (as defined in April 2022 Purchase Agreement").

However, if the Seller Adjusted Net Asset Amount (i) is a negative number, the Acquisition Purchase Price at Closing shall be decreased on a dollar-for-dollar basis by such amount up to the Adjusted Net Asset Maximum (such adjustment, the "Net Asset Negative Adjustment", and together with the Net Asset Positive Adjustment, the "Net Asset Adjustment") or (ii) if the Net Asset Adjustment is a positive number (the "Excess Asset Amount") then the parties agree to have the Subsidiaries declare and distribute a dividend within twelve (12) months following the Closing Date and the Company shall pay Seller the Excess Asset Amount within twelve (12) months following the Closing Date.

If (i) based on the financial statements of the Subsidiaries available at the Closing Date, the Adjusted Net Asset Amount and/or the result of the calculation set forth in the Closing Adjusted Net Asset Statement (as defined in the April 2022 Purchase Agreement) is equal to or greater than five percent (5%) higher than the Adjusted Net Asset Amount and/or the result of the calculation set forth in the Seller Adjusted Net Asset Statement, as applicable, (such difference, the "Audited Excess Amount"), then Seller may, within six (6) months of the Closing Date, request the Company to pay to Seller an additional sum equivalent to the Audited Excess Amount, and the Company shall make the payment in the amount of the Audited Excess Amount to Seller within one (1) month of such request.

If (i) based on the financial statements of the Subsidiaries available as at the Closing Date, the Adjusted Net Asset Amount and/or the result of the calculation set forth in the Closing Adjusted Net Asset Statement is equal to or greater than five percent (5%) less than the Adjusted Net Asset Amount and/or the result of the calculation set forth in the Seller Adjusted Net Asset Statement, as applicable, (such difference the "Audited Deficit Amount"), then the Company may, within six (6) months of the Closing Date, request the Seller to pay to the Company a sum equivalent to the Audited Deficit Amount, and Seller shall make the payment in the amount of the Audited Deficit Amount to the Company within one (1) month of such request.

In addition to the Acquisition Purchase Price, Seller will be eligible for an additional one-time cash earn-out payment (the "Earn Out Payment"), in the amount of (i) $2,500,000, if the EBITDA of the Purchased Shares, in the aggregate, exceeds $5,000,000 for the one-year period beginning on July 1, 2022 and ending June 30, 2023 (the "Earn Out Period"), or (ii) $2,000,000, if the EBITDA of the Purchased Shares, in the aggregate is equal to or less than $5,000,000 but exceeds $4,500,000, for the Earn Out Period, in each case, to be paid by the Company within 90 days of June 30, 2023.

Further, not less than five (5) Business Days prior to the Closing Date, Seller shall deliver to the Company a statement (the "Seller Estimated Profit Statement") containing Seller's portion of the estimated profit after tax of each Subsidiary for the period beginning on January 1, 2022 and ending on the Closing Reference Date (the "Estimated Profit")(the "Seller Estimated Profit Amount"), being the product of (i) the sum of (1) the Estimated Profit of each Subsidiary multiplied by (2) the corresponding purchased percentage of such Subsidiary. As promptly as reasonably practicable, but in no event later than 90 days following the Closing, the Company shall be entitled to (i) review the Seller Estimated Profit Statement against the latest management accounts of each Subsidiary and (ii) comment on the Seller Estimated Profit Statement and Seller's calculation of the Seller Estimated Profit Amount (together with the Seller Estimated Profit Statement shall collectively be referred to as the "Seller Profit Calculation"), which shall be based upon the Company's review of the latest management accounts of each Subsidiary. Seller shall consider in good faith any such comments and calculations provided to Seller by the Company. The final amount as mutually agreed to by the Company and Seller shall referred to as the "Final Profit Amount". So long as the Company and Seller mutually agree to the Final Profit Amount, within one (1) year from the Closing Date, the Company shall distribute (or cause to be distributed) an amount of immediately available funds equal to the Final Profit Amount to Seller, provided, that no adjustment shall be made to the Seller Estimated Profit Statement unless the calculation of the Seller Estimated Profit Amount by the Company is equal to or greater than a 5% increase or decrease, as applicable, from the Seller Estimated Profit Amount calculated by Seller.

The transactions contemplated by the April 2022 Purchase Agreement shall be contingent upon and subject to successful completion of the Company's anticipated public offering of securities (the "Financing"). If the Company is unable to obtain the Financing, the Company may provide written notice to Seller stating that the Company has been unable to obtain the Financing and notify Seller that the Company has elected to either (i) waive the condition of the Financing, in which event the April 2022 Purchase Agreement will continue as if the Financing had been obtained or (ii) terminate the April 2022 Purchase Agreement.

At Closing, it is anticipated that the Company will enter into separate securities purchase agreements with several of the Subsidiaries. The April 2022 Purchase Agreement contains customary representations, warranties, covenants, indemnification and other terms for transactions of a similar nature. The closing of the transaction contemplated by the April 2022 Purchase Agreement is subject to various conditions described herein and set forth in the April 2022 Purchase Agreement.

**Item 1A. Risk Factors.**

*This Annual Report on Form 10-K contains forward-looking statements that involve risks and uncertainties, such as statements of our objectives, expectations, and intentions. The cautionary statements made in this Annual Report on Form 10-K should be read as applicable to all forward-looking statements wherever they appear in this report. Our actual results could differ materially from those discussed herein. Factors that could cause or contribute to such differences include those discussed below, as well as those discussed elsewhere in this Annual Report on Form 10-K.*

**RISKS RELATED TO THE COVID-19 PANDEMIC**

***THE COVID-19 PANDEMIC COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS OPERATIONS, RESULTS OF OPERATIONS, CASH FLOWS AND FINANCIAL POSITION.***

Covid-19 remains a threat and certain countries, such as China, are still subject to restrictions related to Covid-19. While the threat level has declined to a significant extent in the USA and globally, any resurgence could have a material adverse effect on our business operations, results of operations, cash flows and financial position.

***WE RELY ON SERVICE PROVIDERS, SUCH AS AIR, OCEAN AND GROUND FREIGHT CARRIERS, AND IF THEY BECOME FINANCIALLY UNSTABLE OR HAVE REDUCED CAPACITY TO PROVIDE SERVICES BECAUSE OF COVID-19, IT MAY ADVERSELY IMPACT OUR BUSINESS AND OPERATING RESULTS.***

As a non-asset based provider of global logistics services, we depend on a variety of asset-based service providers, including air, ocean and ground freight carriers. The quality and profitability of our services depend upon effective selection and oversight of our service providers. COVID-19 places significant stress on our air, ocean and freight ground carriers, which may continue to result in reduced carrier capacity or availability, pricing volatility or more limited carrier transportation schedules which could adversely impact our operations and financial results. During the pandemic, air carriers have been particularly affected having to cancel flights due to travel restrictions resulting in dramatic drops in revenues, historical losses and liquidity challenges. Uncertainty over recovery of demand for passenger air travel, in particular business travel, to pre-pandemic levels means air carriers' operations and financial stability may be adversely affected long term. Prior to 2020, ocean carriers have incurred significant operating losses are still highly leveraged with debt. Additionally, several ocean carriers have consolidated, with the potential for more to occur in the future.

**RISKS RELATED TO OUR COMPANY AND OUR INDUSTRY**

***THE COMPANY PROVIDES SERVICES TO CUSTOMERS ENGAGED IN INTERNATIONAL COMMERCE. EVERYTHING THAT AFFECTS INTERNATIONAL TRADE HAS THE POTENTIAL TO EXPAND OR CONTRACT OUR PRIMARY MARKET AND ADVERSELY IMPACT OUR OPERATING RESULTS. FOR EXAMPLE, INTERNATIONAL TRADE IS INFLUENCED BY:***

- currency exchange rates and currency control regulations;
- interest rate fluctuations;
- changes and uncertainties in governmental policies and inter-governmental disputes, which could result in increased tariff rates, quota restrictions, trade barriers and other types of restrictions;
- changes in and application of international and domestic customs, trade and security regulations;
- wars, strikes, civil unrest, acts of terrorism, and other conflicts;
- changes in labor and other costs;
- natural disasters and pandemics;
- changes in consumer attitudes regarding goods made in countries other than their own;
- changes in availability of credit;
- changes in the price and readily available quantities of oil and other petroleum-related products; and
- increased global concerns regarding working conditions and environmental sustainability.

***WE HAVE CUSTOMERS WHO ARE RETAILERS AND THUS, SUBJECT TO THE IMPACT OF COVID RELATED RISKS AND RESTRICTIONS.***

Our customer base includes several customers whose business involves retail to the public through brick and mortar stores, many of them in shopping malls. In the period from February 2020 to May 2020, many such customers faced significant downturn in their business resulting in shut down of supply chains and business loss for our Company. By February 2021, most of these customers saw their business recover to pre-pandemic levels. However, the risk of a resurgence of infections or a permanent decline in brick and mortar retail as a fallout of the pandemic could result in significant shift in the business of some of our customers.

***WE DEPEND ON OPERATORS OF AIRCRAFTS, SHIPS, TRUCKS, PORTS AND AIRPORTS.***

The financial condition of asset-based service providers can have a direct impact on our operations. For example, several ocean carriers have consolidated, with the potential for more consolidations to occur in the industry. The financial results reported by ocean carriers have been an industry concern for several years and bankruptcies such as that of Hanjin Shipping have aggravated those concerns. The combination of reduced carrier capacity and pricing volatility is a risk in our business and our inability to secure shipping capacity or face costs that we cannot pass on to our customers could materially affect our results. Our dependence on third parties to provide equipment and services may impact the delivery and quality of our transportation and logistics services.

***OUR PAST ACQUISITIONS, AS WELL AS ANY ACQUISITIONS THAT WE MAY COMPLETE IN THE FUTURE, MAY BE UNSUCCESSFUL OR RESULT IN OTHER RISKS OR DEVELOPMENTS THAT ADVERSELY AFFECT OUR FINANCIAL CONDITION AND RESULTS.***

While we intend for our acquisitions to enhance our competitiveness and profitability, we cannot be certain that our past or future acquisitions will be accretive to earnings or otherwise meet our operational or strategic expectations. Special risks, including accounting, regulatory, compliance, information technology or human resources issues, may arise in connection with, or as a result of, the acquisition of an existing company, including the assumption of unanticipated liabilities and contingencies, difficulties in integrating acquired businesses, possible management distractions, or the inability of the acquired business to achieve the levels of revenue, profit, productivity or synergies we anticipate or otherwise perform as we expect on the timeline contemplated. We are unable to predict all of the risks that could arise as a result of our acquisitions.

In addition, if the performance of our reporting segments or an acquired business varies from our projections or assumptions, or if estimates about the future profitability of our reporting segments or an acquired business change, our revenues, earnings or other aspects of our financial condition could be adversely affected.

***WE DERIVE A SIGNIFICANT PORTION OF OUR TOTAL REVENUES AND NET REVENUES FROM OUR LARGEST CUSTOMER.***

Revenue by one major customers as a percentage of the Company's total revenue was 35% for the year ended May 31, 2022. Revenue from that major customer was 25% for the year ended May 31, 2021. The loss of this customer would reduce our revenue and net income, which could have a material adverse effect on our business.

***DUE TO OUR DEPENDENCE ON A LIMITED NUMBER OF CUSTOMERS, WE ARE SUBJECT TO A CONCENTRATION OF CREDIT RISK.***

Three major customers represented approximately 21% of all accounts receivable as of May 31, 2022 with no single customer represented more than 10% of total accounts receivable.

Two major customers accounted for 44% of total revenue for the year ended May 31, 2021 with not single customer represented more than 10% of non-factored accounts receivable.

In the case of insolvency by one of our significant customers, accounts receivable with respect to that customer might not be collectible, might not be fully collectible, or might be collectible over longer than normal terms, each of which could adversely affect our financial position. This concentration of credit risk makes us more vulnerable economically. The loss of any of these customers could materially reduce our revenues and net income, which could have a material adverse effect on our business.

***WE RELY ON TECHNOLOGY TO OPERATE OUR BUSINESS.***

Our continued success is dependent on our systems continuing to operate and to meet the changing needs of our customers and users. We rely on our technology staff and vendors to successfully implement changes to and maintain our operating systems in an efficient manner. If we fail to maintain and enhance our operating systems, we may be at a competitive disadvantage and lose customers.

As demonstrated by recent material and high-profile data security breaches, computer malware, viruses, and computer hacking and phishing attacks have become more prevalent, have occurred on our systems in the past, and may occur on our systems in the future. Previous attacks on our systems have not had a material financial impact on our operations, but we cannot guarantee that future attacks will have little to no impact on our business.

Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, a significant impact on the performance, reliability, security, and availability of our systems and technical infrastructure to the satisfaction of our users may harm our reputation, impair our ability to retain existing customers or attract new customers, and expose us to legal claims and government action, each of which could have a material adverse impact on our financial condition, results of operations, and growth prospects.

***DIFFICULTY IN FORECASTING TIMING OR VOLUMES OF CUSTOMER SHIPMENTS OR RATE CHANGE BY CARRIERS COULD ADVERSELY IMPACT OUR MARGINS AND OPERATING RESULTS.***

We are not aware of any accurate means of forecasting short-term customer requirements. However, long-term customer satisfaction depends upon our ability to meet these unpredictable short-term customer requirements. Personnel costs, our single largest expense, are always less flexible in the very near term as we must staff to meet uncertain demand. As a result, short-term operating results could be disproportionately affected.

A significant portion of our revenues is derived from customers whose shipping patterns are tied closely to consumer demand and from customers in industries whose shipping patterns are dependent upon just-in-time production schedules. Therefore, the timing of our revenues is, to a large degree, impacted by factors out of our control, such as a sudden change in consumer demand for retail goods, changes in trade tariffs, product launches and/or manufacturing production delays. Additionally, many customers ship a significant portion of their goods at or near the end of a quarter, and therefore, we may not learn of a shortfall in revenues until late in a quarter. To the extent that a shortfall in revenues or earnings was not expected by securities analysts or investors, any such shortfall from levels predicted by securities analysts or investors could have an immediate and adverse effect on the trading price of our stock.

Volatile market conditions can create situations where rate increases charged by carriers and other service providers are implemented with little or no advance notice. We often cannot pass these rate increases on to our customers in the same time frame, if at all. As a result, our yields and margins can be negatively impacted, as recently experienced.

***OUR EARNINGS MAY BE AFFECTED BY SEASONAL CHANGES IN THE TRANSPORTATION INDUSTRY.***

Results of operations for our industry generally show a seasonal pattern as customers reduce shipments during and after the winter holiday season. Historically, income from operations and earnings are lower in the first calendar quarter than in the other three quarters. We believe this historical pattern has been the result of, or influenced by, numerous factors, including national holidays, weather patterns, consumer demand, economic conditions, and other similar and subtle forces. Although seasonal changes in the transportation industry have not had a significant impact on our cash flow or results of operations, we expect this trend to continue and we cannot guarantee that it will not adversely impact us in the future.

***OUR BUSINESS IS AFFECTED BY EVER INCREASING REGULATIONS FROM A NUMBER OF SOURCES IN THE UNITED STATES AND IN FOREIGN LOCATIONS IN WHICH WE OPERATE.***

Many of these regulations are complex and require varying degrees of interpretation, including those related to trade compliance, data privacy, employment, compensation and competition, and may result in unforeseen costs.

In reaction to the continuing global terrorist threat, governments around the world are continuously enacting or updating security regulations. These regulations are multi-layered, increasingly technical in nature and characterized by a lack of harmonization of substantive requirements among various governmental authorities. Furthermore, the implementation of these regulations, including deadlines and substantive requirements, can be driven by regulatory urgencies rather than industry's realistic ability to comply.

Failure to consistently and timely comply with these regulations, or the failure, breach or compromise of our policies and procedures or those of our service providers or agents, may result in increased operating costs, damage to our reputation, difficulty in attracting and retaining key personnel, restrictions on operations or fines and penalties.

***WE ARE SUBJECT TO NEGATIVE IMPACTS OF CHANGES IN POLITICAL AND GOVERNMENTAL CONDITIONS.***

Our operations are subject to the influences of significant political, governmental, and similar changes and our ability to respond to them, including:

- changes in political conditions and in governmental policies;
- changes in and compliance with international and domestic laws and regulations; and
- wars, civil unrest, acts of terrorism, and other conflicts.

***WE MAY BE SUBJECT TO NEGATIVE IMPACTS OF CATASTROPHIC EVENTS.***

A disruption or failure of our systems or operations in the event of a major earthquake, weather event, cyber-attack, heightened security measures, actual or threatened, terrorist attack, strike, civil unrest, pandemic, or other catastrophic event could cause delays in providing services or performing other critical functions. A catastrophic event that results in the destruction or disruption of any of our critical business or information systems could harm our ability to conduct normal business operations and adversely impact our operating results.

***OUR INTERNATIONAL OPERATIONS SUBJECT US TO OPERATIONAL AND FINANCIAL RISKS.***

We provide services within and between foreign countries on an increasing basis. Our business outside of the United States is subject to various risks, including:

- changes in tariffs, trade restrictions, trade agreements, and taxations;
- difficulties in managing or overseeing foreign operations and agents;
- limitations on the repatriation of funds because of foreign exchange controls;
- different liability standards; and
- intellectual property laws of countries that do not protect our rights in our intellectual property, including, but not limited to, our proprietary information systems, to the same extent as the laws of the United States.

The occurrence or consequences of any of these factors may restrict our ability to operate in the affected region and/or decrease the profitability of our operations in that region.

As we continue to expand our business internationally, we expose the Company to increased risk of loss from foreign currency fluctuations and exchange controls, as well as longer accounts receivable payment cycles. Foreign currency fluctuations could result in currency exchange gains or losses or could affect the book value of our assets and liabilities. Furthermore, we may experience unanticipated changes to our income tax liabilities resulting from changes in geographical income mix and changing international tax legislation. We have limited control over these risks, and if we do not correctly anticipate changes in international economic and political conditions, we may not alter our business practices in time to avoid adverse effects.

***THE COMPANY OPERATES IN A COMPETITIVE ENVIRONMENT.***

Many of the Company's current and potential competitors have longer operating histories, greater name recognition, more employees, and significantly greater financial, technical, marketing, public relations, and distribution resources than the Company. The competitive environment may require the Company to make changes in the Company's pricing or marketing to maintain and extend the Company's current brand and market position. Price concessions or the emergence of other pricing or distribution strategies of competitors may diminish the Company's revenues, impact the Company's margins, or lead to a reduction in the Company's market share, any of which will harm the Company's business.

***AS A MULTINATIONAL CORPORATION, WE ARE SUBJECT TO FORMAL OR INFORMAL INVESTIGATIONS FROM GOVERNMENTAL AUTHORITIES OR OTHERS IN THE COUNTRIES IN WHICH WE DO BUSINESS.***

We may become subject to civil litigation with our customers, service providers and other parties with whom we do business. These investigations and litigation may require significant management time and could cause us to incur substantial additional legal and related costs, which may include fines, penalties or damages that could have a materially adverse impact on our financial results.

***THE GLOBAL ECONOMY AND CAPITAL AND CREDIT MARKETS CONTINUE TO EXPERIENCE UNCERTAINTY AND VOLATILITY.***

Unfavorable changes in economic conditions may result in lower freight volumes and adversely affect the Company's revenues and operating results, as experienced in 2009 and 2012. These conditions may adversely affect certain of our customers and service providers. Were that to occur, our revenues and net earnings could also be adversely affected. Should our customers' ability to pay deteriorate, additional bad debts may be incurred. Volatile market conditions can create situations where rate increases charged by carriers and other service providers are implemented with little or no advance notice. We often times cannot pass these rate increases on to our customers in the same time frame, if at all. As a result, our yields and margins can be negatively impacted, as recently experienced, particularly with ocean freight.

***THE IMPLEMENTATION OF THE COMPANY'S BUSINESS STRATEGY WILL REQUIRE SIGNIFICANT EXPENDITURE OF CAPITAL AND WILL REQUIRE ADDITIONAL FINANCING.***

The implementation of the Company's business strategy will require significant expenditures of capital, and the Company will require additional financing. Additional funds may be sought through equity or debt financings. The Company cannot offer any assurances that commitments for such financings will be obtained on favorable terms, if at all. Equity financings could result in dilution to holders and debt financing could result in the imposition of significant financial and operational restrictions on the Company. The Company's inability to access adequate capital on acceptable terms could have a material adverse effect on the Company's business, results of operations and financial condition.

***THE COMPANY'S FAILURE TO CONTINUE TO ATTRACT, TRAIN, OR RETAIN HIGHLY QUALIFIED PERSONNEL COULD HARM THE COMPANY'S BUSINESS.***

The Company's success also depends on the Company's ability to attract, train, and retain qualified personnel, specifically those with management and product development skills. Competition for such personnel is intense, particularly in high-technology centers. If the Company does not succeed in attracting new personnel or retaining and motivating the Company's current personnel, the Company's business could be harmed.

**RISKS RELATED TO OUR COMMON STOCK**

***WE MAY BE SUBJECT TO PENNY STOCK RULES WHICH WILL MAKE THE SHARES OF OUR COMMON STOCK MORE DIFFICULT TO SELL.***

We may be subject now and in the future to the SEC's "penny stock" rules if our shares common stock sell below $5.00 per share. Penny stocks generally are equity securities with a price of less than $5.00. The penny stock rules require broker-dealers to deliver a standardized risk disclosure document prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer must also provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information must be given to the customer orally or in writing prior to completing the transaction and must be given to the customer in writing before or with the customer's confirmation.

In addition, the penny stock rules require that prior to a transaction the broker dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. The penny stock rules are burdensome and may reduce purchases of any offerings and reduce the trading activity for shares of our common stock. As long as our shares of common stock are subject to the penny stock rules, the holders of such shares of common stock may find it more difficult to sell their securities.

***SALES OF OUR CURRENTLY ISSUED AND OUTSTANDING STOCK MAY BECOME FREELY TRADABLE PURSUANT TO RULE 144 AND MAY DILUTE THE MARKET FOR YOUR SHARES AND HAVE A DEPRESSIVE EFFECT ON THE PRICE OF THE SHARES OF OUR COMMON STOCK***

A substantial majority of our outstanding shares of common stock are "restricted securities" within the meaning of Rule 144 under the Securities Act. As restricted shares, these shares may be resold only pursuant to an effective registration statement or under the requirements of Rule 144 or other applicable exemptions from registration under the Act and as required under applicable state securities laws. Rule 144 provides in essence that an Affiliate (as such term is defined in Rule 144(a)(1)) of an issuer who has held restricted securities for a period of at least six months (one year after filing Form 10 information with the SEC for shell companies and former shell companies) may, under certain conditions, sell every three months, in brokerage transactions, a number of shares that does not exceed the greater of 1% of a company's outstanding shares of common stock or the average weekly trading volume during the four calendar weeks prior to the sale (the four calendar week rule does not apply to companies quoted on the OTC Bulletin Board). Rule 144 also permits, under certain circumstances, the sale of securities, without any limitation, by a person who is not an Affiliate of the Company and who has satisfied a one-year holding period. A sale under Rule 144 or under any other exemption from the Act, if available, or pursuant to subsequent registrations of our shares of common stock, may have a depressive effect upon the price of our shares of common stock in any active market that may develop.

***YOU WILL EXPERIENCE DILUTION OF YOUR OWNERSHIP INTEREST BECAUSE OF THE FUTURE ISSUANCE OF ADDITIONAL SHARES OF OUR COMMON STOCK AND OUR PREFERRED STOCK.***

In the future, we may issue our authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of our present stockholders. We are currently authorized to issue an aggregate of 805,000,000 shares of capital stock consisting of 800,000,000 shares of common stock, par value $0.001 and 5,000,000 shares of preferred stock, par value $0.001.

We may also issue additional shares of our common stock or other securities that are convertible into or exercisable for common stock in connection with hiring or retaining employees or consultants, future acquisitions, future sales of our securities for capital raising purposes, or for other business purposes. The future issuance of any such additional shares of our common stock or other securities may create downward pressure on the trading price of our common stock. There can be no assurance that we will not be required to issue additional shares, warrants or other convertible securities in the future in conjunction with hiring or retaining employees or consultants, future acquisitions, future sales of our securities for capital raising purposes or for other business purposes, including at a price (or exercise prices) below the price at which shares of our common stock are trading.

***WE DO NOT EXPECT TO PAY DIVIDENDS AND INVESTORS SHOULD NOT BUY OUR COMMON STOCK EXPECTING TO RECEIVE DIVIDENDS.***

We have not paid any dividends on our common stock in the past, and do not anticipate that we will declare or pay any dividends in the foreseeable future. Consequently, investors will only realize an economic gain on their investment in our common stock if the price appreciates. Investors should not purchase our common stock expecting to receive cash dividends. Because we do not pay dividends, and there may be limited trading, investors may not have any manner to liquidate or receive any payment on their investment. Therefore, our failure to pay dividends may cause investors to not see any return on investment even if we are successful in our business operations. In addition, because we do not pay dividends, we may have trouble raising additional funds, which could affect our ability to expand our business operations.

***OUR ABILITY TO RAISE ADDITIONAL CAPITAL IS IMPEDED BY A LACK OF SUFFICIENT AUTHORIZED COMMON STOCK, WITH NO ASSURANCE THAT WE CAN OBTAIN THE NECESSARY VOTE OF STOCKHOLDERS TO INCREASE IT.***

We have issued or reserved substantially all our available shares of authorized common stock. Unless and until a the number of shares of our authorized common stock increases, our ability to obtain additional financing through the sale of common stock or other securities convertible or exchangeable into common stock may be limited. Our ability to issue shares of common stock is currently impeded due to a lack of a sufficient number of authorized shares of common stock, which constrains our ability to raise capital. Increasing the authorized number of shares requires an amendment to our articles of incorporation, which can only be obtained by the approval of the holders of a majority of our outstanding shares of common stock.

**RISKS RELATED TO THE PROPOSED ULHK ENTITIES ACQUISITION**

***IF WE FAIL TO RAISE SUFFICIENT NET PROCEEDS TO FUND THE ACQUISITION PURCHASE PRICE, AND CANNOT OBTAIN ALTERNATIVE SOURCES OF FINANCING, WE WILL BE UNABLE TO CONSUMMATE THE ULHK ENTITIES ACQUISITION.***

If we are unable to raise sufficient funds, we will need to seek alternative sources of financing to fund the Acquisition Purchase Price. We may not be able to obtain alternative sources of financing sufficient to fund the Acquisition Purchase Price on terms acceptable to us, if at all. If we are unable to obtain sufficient financing, we will be unable to consummate the ULHK Entities Acquisition.

***CASH EXPENDITURES ASSOCIATED WITH THE ULHK ENTITIES ACQUISITION MAY CREATE SIGNIFICANT LIQUIDITY AND CASH FLOW RISKS FOR US.***

We expect to incur significant transaction costs and some integration costs in connection with the proposed ULHK Entities Acquisition. While we have assumed that this level of expense will be incurred, there are many factors beyond our control that could affect the total amount or the timing of the ULHK Entities Acquisition and integration expenses. Moreover, many of the expenses that will be incurred are, by their nature, difficult to estimate accurately. To the extent these ULHK Entities Acquisition and integration expenses are higher than anticipated, we may experience liquidity or cash flow issues.

***FAILURE TO COMPLETE THE PROPOSED ULHK ENTITIES ACQUISITION COULD MATERIALLY AND ADVERSELY AFFECT OUR RESULTS OF OPERATIONS AND THE MARKET PRICE OF OUR COMMON STOCK.***

Our consummation of the proposed ULHK Entities Acquisition is subject to many contingences and conditions, including the preparation of audited and unaudited financial statements for the ULHK Entities, the negotiation, execution, and delivery of the definitive agreements necessary to consummate the ULHK Entities Acquisition, and raising the financing required to pay the Acquisition Purchase Price. We cannot assure you that we will be able to successfully consummate the proposed ULHK Entities Acquisition as currently contemplated or at all. Risks related to the failure of the proposed ULHK Entities Acquisition to be consummated include, but are not limited to, the following:

- we would not realize any of the potential benefits of the transaction, which could have a negative effect on our stock price;
- we expect to incur, and have incurred, significant fees and expenses regardless of whether the proposed ULHK Entities Acquisition is consummated, including due diligence fees and expenses, accounting fees in connection with the preparation of the ULHK Entities' financial statements, and legal fees and expenses;
- we may experience negative reactions to the proposed ULHK Entities Acquisition from customers, clients, business partners, lenders, and employees;
- the trading price of our Common Stock may decline to the extent that the current market price of our stock reflects a market assumption that the ULHK Entities Acquisition will be completed; and
- the attention of our management may be diverted to the ULHK Entities Acquisition rather than to our own operations and the pursuit of other opportunities that could have been beneficial to us.

The occurrence of any of these events individually or in combination could materially and adversely affect our results of operations and the market price of our Common Stock.

***IF THE ULHK ENTITIES ACQUISITION IS CONSUMMATED, THE COMBINED COMPANY MAY NOT PERFORM AS WE OR THE MARKET EXPECTS, WHICH COULD HAVE AN ADVERSE EFFECT ON THE PRICE OF OUR COMMON STOCK.***

Even if the ULHK Entities Acquisition is consummated, the combined company may not perform as we or the market expects. Risks associated with the combined company following the ULHK Entities Acquisition include:

- integrating businesses is a difficult, expensive, and time-consuming process, and the failure to integrate successfully our businesses with the business of the ULHK Entities in the expected time frame would adversely affect our financial condition and results of operation;

- the ULHK Entities Acquisition will materially increase the size of our operations, and, if we are not able to manage our expanded operations effectively, our Common Stock price may be adversely affected;

- the success of the combined company will also depend upon relationships with third parties and the ULHK Entities' or our pre-existing customers, which relationships may be affected by customer preferences or public attitudes about the ULHK Entities Acquisition. Any adverse changes in these relationships could adversely affect the combined company's business, financial condition, and results of operations; and

- if government agencies or regulatory bodies impose requirements, limitations, costs, divestitures, or restrictions on the consummation of the ULHK Entities Acquisition, the combined company's ability to realize the anticipated benefits of the ULHK Entities Acquisition may be impaired.

***THE OBLIGATIONS AND LIABILITIES OF THE ULHK ENTITIES, SOME OF WHICH MAY BE UNANTICIPATED OR UNKNOWN, MAY BE GREATER THAN WE HAVE ANTICIPATED, WHICH MAY DIMINISH THE VALUE OF THE ULHK ENTITIES TO US.***

ULHK Entities' obligations and liabilities, some of which may not have been disclosed to us or may not be reflected or reserved for in the ULHK Entities' historical financial statements, may be greater than we have anticipated. The obligations and liabilities of the ULHK Entities could have a material adverse effect on the ULHK Entities' business or the ULHK Entities' value to us or on our business, financial condition, or results of operations. Even in cases where we are able to obtain indemnification, we may discover liabilities greater than the contractual limits or the financial resources of the indemnifying party. In the event that we are responsible for liabilities substantially in excess of any amounts recovered through rights to indemnification or alternative remedies that might be available to us, or any applicable insurance, we could suffer severe consequences that would substantially reduce our earnings and cash flows or otherwise materially and adversely affect our business, financial condition, or results of operations.

**Item 1B. Unresolved Staff Comments.**

Not applicable

**Item 2. Properties.**

Our corporate headquarters is currently located at 154-09 146$^{th}$ Avenue, Jamaica, NY 11434.

A full list of properties leased by the Company are set out below:

| LOCATION CITY, STATE | LEASE EXPIRATION | SQUARE FEET | FUNCTION |
|---|---|---|---|
| JAMAICA, NY | 4/30/2024 | 2,219 | OFFICE |
| GARDEN CITY, NY | 8/30/2027 | 2,219 | OFFICE |
| ATLANTA, GA | 10/31/2028 | 5,669 | OFFICE |
| CHELSEA, MA | 9/30/2022 | 600 | OFFICE |
| MIDDLETON, MA | 7/31/2025 | 5,202 | OFFICE |
| SANTA FE SPRINGS, CA | 10/15/2022 | 110,791 | WAREHOUSE/ OFFICE |
| CHARLOTTE, NC | 6/302025 | 1,889 | OFFICE |
| ITASCA, IL | 5/31/2026 | 2,338 | OFFICE |
| HOUSTON, TX | 2/28/2023 | 650 | OFFICE |
| JACKSONVILLE, FL | 2/28/2023 | 180 | OFFICE |
| SANTA BARBARA, CA | 5/1/2025 | 875 | OFFICE |
| ROANOKE, VA | 6/1/2024 | 685 | OFFICE |

Our spaces are utilized for office and warehouse purposes, and it is our belief that the spaces are adequate for our immediate needs. Additional space may be required as we expand our business activities. We do not foresee any significant difficulties in obtaining additional facilities if deemed necessary.

**Item 3. Legal Proceedings.**

The Company is not involved in any disputes and does not have any litigation matters pending which the Company believes could have a materially adverse effect on the Company's financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our Company or any of our subsidiaries, threatened against or affecting our Company, our common stock, any of our subsidiaries or of our Company's or our Company's subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

However, from time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

**Item 4. Mine Safety Disclosures.**

Not Applicable.

**Part II**

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

Our common stock is currently traded on the OTCQB tier of the OTC Markets under the trading symbol "UNQL."

**Authorized Capital**

The Company is authorized by its Articles of Incorporation to issue an aggregate of 800,000,000 shares of common stock, $0.001 par value per share (the "Common Stock"), and 5,000,000 shares of preferred stock, of which 130,000 shares are designated as Series A Preferred Stock, 870,000 shares are designated as Series B Preferred Stock, 200 shares are designated as Series C Convertible Preferred Stock, and 200 shares are designated as Series D Convertible Preferred Stock. As of September 13, 2022, 799,141,770 shares of Common Stock were issued and outstanding, 120,065 shares of Series A Preferred Stock were issued and outstanding, 820,800 shares of Series B Preferred Stock were issued and outstanding, 195 shares of Series C Convertible Preferred Stock were issued and outstanding, and 180 shares of Series D Convertible Preferred Stock were issued and outstanding,

***Holders of Common Equity***

As of September 13, 2022, there were 67 stockholders of record.

**Dividends**

We have not paid any cash dividends to our shareholders. The declaration of any future cash dividends is at the discretion of our board of directors and depends upon our earnings, if any, our capital requirements and financial position, our general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

**Unregistered Sales of Equity Securities and Use of Proceeds**

During the year ended May 31, 2022, we issued securities that were not registered under the Securities Act, and were not previously disclosed in a Quarterly Report on Form 10-Q or a Current Report on Form 8-K as listed below.

On September 28, 2021, a noteholder converted $53,054.86 in convertible notes (principal and interest) into 29,534,319 shares of the Company's common stock.

On October 27, 2021, a noteholder converted $41,317 in convertible notes (principal and interest) into 23,000,000 shares of the Company's common stock.

On April 5, 2022, a shareholder converted 5 shares of Series D Convertible Preferred Stock into 31,415,400 shares of the Company's common stock.

The above transactions did not involve any underwriters, underwriting discounts or commissions, or any public offering. The Company relied upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Act") by virtue of Section 4(a)(2) thereof and/or Regulation D promulgated by the SEC under the Act.

**Securities Authorized for Issuance under Equity Compensation Plans**

The following table sets forth information as of May 31, 2022 with respect to our compensation plans under which equity securities may be issued.

| Plan Category | Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights | Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights | Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) |
|---|---|---|---|
| | (a) | (b) | (c) |
| Equity compensation plans approved by security holders: | | | |
| 2020 Equity Incentive Plan | - | - | 40,000,000 |
| Total | - | - | 40,000,000 |

**Transfer Agent**

We have appointed Action Stock Transfer Corporation ("AST") as the transfer agent for our Common Stock. The principal office of AST is located at 2469 E. Fort Union Blvd, Suite 214, Salt Lake City, UT 84121, and its telephone number is (801) 274-1088.

**Item 6. [Reserved]**

Not required

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

*Overview*

We are a global logistics and freight forwarding company. We operated via our wholly owned subsidiaries, Unique Logistics Holdings, Inc., a Delaware corporation ("UL HI"), Unique Logistics International (BOS) Inc, a Massachusetts corporation ("UL BOS") and Unique Logistics International (NYC) LLC, a Delaware limited liability company ("UL NYC").

The Company provides a range of international logistics services that enable its customers to outsource to the Company sections of their supply chain process. The services provided by the Company are seamlessly managed by its network of trained employees and integrated information systems. We enable our customers to share data regarding their international vendors and purchase orders with us, execute the flow of goods and information under their operating instructions, provide visibility to the flow of goods from factory to distribution center or store and when required, update their inventory records.

Our range of services can be categorized as follows:

- Air Freight services
- Ocean Freight services
- Customs Brokerage and Compliance services
- Warehousing and Distribution services
- Order Management

***Market Trends***

Demand for space by ocean freight and air freight from United States importers surged in the period June 2021 through December 2021 as retailers increased inventory in anticipation of the post covid resurgence. This surge coupled with the impact of Covid related factory lockdowns in Vietnam resulted in logistics disruptions and ultimately unprecedented congestion in United States ports and airports. Air cargo charters, including passenger aircrafts converted to cargo charter flights were heavily in demand in the second half of 2021 and pricing of all shipping methods increased to unprecedented levels. The demand for shipping started slowing down in early 2022 and price of shipping has been on a declining trend since then. Many United States retailers found themselves with excessive inventory by the middle of 2022 and temporary corrections resulted in a softer logistics market from May 2022, with recovery expected in the later part of the year.

***Business Trends***

In response to the Market Trends reported, the Company stepped up its procurement of ocean freight and air freight capacity to meet the requirements of its customer base in the second half of 2021. The Company arranged ad hoc air cargo charter flights to the United States from Vietnam, India, Bangladesh, Singapore and Indonesia to meet customer demand for capacity.

The Company experienced not just a surge in volume but due to the elevated cost of shipping, revenues increased tremendously, while net revenue as a percentage declined.

The Company ceased the operation of ad hoc air cargo charter flights by March 2022 as regular capacity returned.

***Significant Development***

The Company has now initiated an internal process to develop its environmental, social and corporate governance (“ESG”) framework. An external consultant has been engaged to guide the Company in its initial steps. The Board of Directors and Management are fully committed towards ensuring that the Company is on a path to the systematic adoption of policies to identify, assess and manage sustainability-related risks and opportunities in respect to all organizational stakeholders (including but not limited to customers, suppliers and employees) and the environment.

*Results of Operations*

**Revenue**

The Company's recorded total revenue from operations for the year ended May 31, 2022, and for the year ended May 31, 2021, in the amounts of approximately $1.0 billion and $371.9 million, respectively. Revenue by product line was reported as follows:

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| Revenues | | |
| Air Freight | $ 499,024,643 | $ 137,055,903 |
| Ocean Freight | 446,977,162 | 196,041,832 |
| Contract logistics | 3,491,489 | 3,093,626 |
| Customs brokerage and other services | 64,993,386 | 35,695,911 |
| Total revenues | $ 1,014,486,680 | $ 371,887,272 |

The year over year 173% revenue increase represents management's success in combining the acquired entities, achievement of synergies, as well as significant increase in the number of customers, shipping volumes and the impact of market prices, for both Air Freight and Ocean Freight during the year. With its strategy in place, the Company is in a strong position to ensure growth both organically and through acquisitions in strategic geographic areas of our business.

**Gross Profits**

Product costs were $971.6 million for the year ended May 31, 2022, compared with $345.4 million for the year ended May 31, 2021. This increase in cost corresponded with increase in revenue. Gross Profit decreased from 7.1% to 4.2% for the years ended May 31, 2021 and 2022, respectively, due to a very challenging year in terms of increase in customer demand, capacity congestion, record high shipping costs and logistics industry challenges with both Air Freight and Ocean Freight. The Company's management is anticipating growing revenue by adding strategic corporate accounts and margin normalization during the next fiscal year.

**Operating Expenses**

Operating expenses increased overall to $26.4 million from $23.0 million for years ended May 31, 2022 and 2021, respectively. Personnel costs increased primarily due to increase in a number of full-time employees of the Company. Selling and promotions expenses increased due to higher selling costs, bad debt expense increased due to increase in allowance for uncollectable accounts, with other expenses increasing due to opening of several new offices in the US to accommodate customer growth.

**Other Expenses**

Other expenses comprised of interest expense, gain on forgiveness of promissory notes, amortization of debt discount and loss on extinguishment of convertible debt and change in fair value of derivative liabilities.

On December 10, 2021, the Company exchanged $3.9 million of convertible notes into Series C and D Preferred Stock on December 10, 2022, the Company recognized net loss on the extinguishment of convertible notes payable and warrants in Other Income (Expenses) and recognized approximately $4.6 million as deemed dividends as reflected in Income (loss) available to common shareholders line item of the statement of operations,

The Company also recorded $4.0 million net loss on the mark to market of the derivative liability associated with the Series A, C and D Preferred Stocks in Other Income (Expenses) in the statement of operations.

During the year ended May 31, 2022, interest expense and bank fees totaled approximately $5.6 million. The Company recorded approximately $0.8 million amortization of debt discount related to the convertible notes. In addition, during the year ended May 31, 2022, the Company was granted forgiveness of the Paycheck Protection Program loans under the CARES Act, (the "PPP Loan") and recorded a gain on forgiveness of approximately $0.4 million. At the same time, the Company recorded $0.6 million in non-operating loss during the third quarter related to the exchange of convertible notes and warrants into convertible preferred shares.

For the year ended May 31, 2021, Other income (expense) is comprised of interest expense, gain on forgiveness of promissory notes and loss on extinguishment of convertible debt. During the year ended May 31, 2021, interest expense totaled approximately $1.8 million and was comprised of $121,000 for bank interest charges, $310,000 for loan interest and approximately $1.4 million for accretion of debt discount related to the Company's convertible notes. The Company recorded loss on extinguishment of convertible note payable of approximately $1.1 million, In addition, during the year ended May 31, 2021, the Company was granted forgiveness of the Paycheck Protection Program loans under the CARES Act, (the "PPP Loan") and recorded a gain on forgiveness of approximately $1.6 million.

**Net Income (Loss)**

Net income before deemed dividend was $3.5 million for the year ended May 31, 2022, compared to a net income of $1.7 million for the ended May 31, 2021. After recording a deemed dividend of $4.6 million in relation to the derivative liability discussed above in the company reported a net loss of $1.0 million attributable to common shareholders.

***Adjusted EBITDA***

We define adjusted EBITDA to be earnings before interest, taxes, depreciation and amortization, factoring fees, other income, net, stock-based compensation and expenses, merger and acquisition costs, restructuring, transition and acquisitions expense, net, goodwill impairment and certain other items.

Consolidated adjusted EBITDA for the year ended May 31, 2022 increased by approximately $8.6 million compared to the period ended May 31, 2021.

Adjusted EBITDA is not a measurement of financial performance under GAAP and may not be comparable to other similarly titled measures of other companies. We present adjusted EBITDA because we believe that adjusted EBITDA is a useful supplement to net income from operations as an indicator of operating performance. We use adjusted EBITDA as a financial metric to measure the financial performance of the business because management believes it provides additional information with respect to the performance of its fundamental business activities. For this reason, we believe adjusted EBITDA will also be useful to others, including our stockholders, as a valuable financial metric.

We believe that adjusted EBITDA is a performance measure and not a liquidity measure, and therefore a reconciliation between net income from continuing operations and adjusted EBITDA has been provided in the financial results. Adjusted EBITDA should not be considered as an alternative to income from operations or net income from operations as an indicator of performance or as an alternative to cash flows from operating activities as an indicator of cash flows, in each case as determined in accordance with GAAP, or as a measure of liquidity. In addition, adjusted EBITDA does not take into account changes in certain assets and liabilities as well as interest and income taxes that can affect cash flows. We do not intend the presentation of these non-GAAP measures to be considered in isolation or as a substitute for results prepared in accordance with GAAP. These non-GAAP measures should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP.

Following is the reconciliation of our consolidated net income to adjusted EBITDA:

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| Net income (loss) available to common shareholders | $ (1,031,171) | $ 1,725,497 |
| | | |
| Add Back: | | |
| Deemed dividend | 4,565,725 | - |
| Income tax expense | 2,414,298 | 519,869 |
| Depreciation and amortization | 782,351 | 765,532 |
| Stock-based compensation | - | 91,666 |
| Gain (loss) on forgiveness of promissory notes | (358,236) | 1,147,856 |
| Gain (loss) on extinguishment of convertible notes | 564,037 | (1,646,062) |
| Change in fair value of derivative liability | 4,020,698 | |
| Factoring fees | 27,000 | 4,471,540 |
| Interest expense (including accretion of debt discount) | 6,349,067 | 1,781,828 |
| | | |
| Adjusted EBITDA | $ 17,333,769 | $ 8,857,726 |

*Liquidity and Capital Resources*

The accompanying consolidated financial statements have been prepared on a going concern basis. Substantial doubt about an entity's ability to continue as a going concern exists when conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued.

As of May 31, 2022, the Company reported working capital of approximately $4.2 million compared with negative $3.5 million working capital as of May 31, 2021.

The Company took the following steps to improve liquidity year over year:

- Strong operational performance resulted in increase in EBITDA from $8.9 million during the year ended May 31, 2021 to $17.3 million during the year ended May 31, 2022
- The Company entered into Fourth Amendment to the TBK Loan Agreement to increase its credit facility from $47.5.0 million to $57.5 million until October 2022 with an option to extend beyond that date.
- The Company exchanged all of its Convertible Notes and associated Warrants into shares of Convertible Preferred Shares Series C and D

Since its inception, the Company has experienced significant business growth. To fund such growth operating capital was initially provided by third party investors through Convertible Notes and on December 10, 2021 exchanged into Convertible Preferred Shares Series A, C and D with fixed ownership percentage of the company. Preferred shares are more beneficial to the company because they don't require cash repayments. Due to the antidilution provision imbedded in the Convertible Preferred Shares, these provisions resulted in an embedded derivative and the company recorded a current liability during the quarter ended on February 28, 2022 in the amount of $12.7 million (See Derivative Liability note below). Prior to quarter ended February 28, 2022, this liability was not material. This liability is recorded as a long-term liability due to its future settlement in common stocks on the balance sheet and is being adjusted to market on each of the subsequent reporting period.

The Company is also in process of potentially raising additional capital through the planned underwritten offering of securities that would provide funds for planned acquisitions and operating capital. While we continue to execute our strategic plan, we will be tightly managing our cash and monitoring our liquidity position. We have implemented a number of initiatives to conserve our liquidity position including activities such as raising additional capital, increasing credit facilities, reducing cost of debt, controlling general and administrative expenditures and improving collection processes. Many of the aspects of the plan involve management's judgments and estimates that include factors that could be beyond our control and actual results could differ from our estimates. These and other factors could cause the strategic plan to be unsuccessful which could have a material adverse effect on our operating results, financial condition, and liquidity. Use of operating cash is an indicator that there could be a going concern issue, but based on our evaluation of the Company's projected cash flows and business performance subsequent to the balance sheet date, management has concluded that the Company's current cash and cash availability under the line of credit as of May 31, 2022, would be sufficient to alleviate a going concern issue for at least one year from the date these consolidated financial statements are issued.

The following table summarizes total current assets, liabilities and working capital at May 31, 2022 compared to May 31, 2021:

| | May 31, 2022 | May 31, 2021 | Change |
|---|---|---|---|
| Current Assets | $ 108,543,031 | $ 52,400,799 | $ 56,142,232 |
| Current Liabilities | 104,367,590 | 55,929,942 | 48,437,648 |
| Working Capital Deficit | $ 4,175,441 | $ (3,529,143) | $ 7,704,584 |

The change in working capital deficit is primarily attributable to an increase in accounts payable – trade of $10.0 million, an increase in accrued expenses and other current liabilities of $3.3 million, an increase in line of credit of $38.1 million and an increase in derivative liability of $12.4 million. This was offset by increase in trade accounts receivable of $54.4 million, an increase of contract assets of $7.5 million.

| | Year Ended May 31, 2022 | Year Ended May 31, 2021 | Change |
|---|---|---|---|
| Net cash used in operating activities | $ (34,011,241) | $ (161,906) | $ (33,849,335) |
| Net cash used in investing activities | (72,001) | (51,489) | (20,512) |
| Net cash provided (used in) by financing activities | 35,253,020 | (883,353) | 36,136,373 |
| Net (decrease) increase in cash, cash equivalents and restricted cash | $ 1,169,778 | $ (1,096,748) | $ 2,266,526 |

Operating activities used cash of $34.0 million for the year ended May 31, 2022 compared to net cash used by operations of $161,906 for the year ended May 31, 2021. Primary reason for cash used for the year ended May 31, 2022, was a significant increase in accounts receivables, reflecting repurchase of trade receivables using new revolving credit facility and significant increase in business during the year ended May 31, 2022. This increase in receivables was completely offset by increase in financing activities below.

Investing activities used cash of $72,001 for the year ended May 31, 2022 compared to $51,489 for the year ended May 31, 2021. During the year ended May 31, 2022, investing activities consisted of purchasing office equipment.

Financing activities provided cash of $35.3 million for the year ended May 31, 2022 and was the result of receiving aggregate gross proceeds of $38 million from line of credit and $2.0 million of proceeds from notes payable. These increases were offset by repayments of notes payable and related party debt of $4.9 million.

**Recent Accounting Pronouncements**

In August 2020, the FASB issued ASU 2020-06, Debt - "*Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*". This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity's own equity, and also improves and amends the related EPS guidance for both Subtopics. ASU 2020-06 is effective for public business entities, other than smaller reporting companies as defined by the SEC starting January 1, 2022. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the potential impact of this standard on its consolidated financial statements.

**Critical Accounting Policies**

Accounting policies, methods and estimates are an integral part of the consolidated financial statements prepared by management and are based upon management's current judgments. These judgments are normally based on knowledge and experience regarding past and current events and assumptions about future events. Certain accounting policies, methods and estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ from management's current judgments. While there are a number of accounting policies, methods and estimates that affect our consolidated financial statements, the areas that are particularly significant include revenue recognition; the fair value of acquired assets and liabilities; fair value of contingent consideration; the assessment of the recoverability of long-lived assets, goodwill and intangible assets; and leases.

We perform an impairment test of goodwill for each year unless events or circumstances indicate impairment may have occurred before that time. We assess qualitative factors to determine whether it is more-likely-than-not that the fair value of the reporting unit is less than the carrying amount. After assessing qualitative factors, if further testing is necessary, we would determine the fair value of each reporting unit and compare the fair value to the reporting unit's carrying amount.

Intangible assets consist of customer relationships, trade names and trademarks and non-compete agreements arising from our acquisitions. Customer relationships are amortized on a straight-line basis over 12 to 15 years. Tradenames, trademarks and non-compete agreements, are amortized on a straight-line basis over 3 to 10 years.

We review long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of the assets may not be recoverable. If the sum of the undiscounted expected future cash flows over the remaining useful life of a long-lived asset is less than its carrying amount, the asset is considered to be impaired. Impairment losses are measured as the amount by which the carrying amount of the asset exceeds the fair value of the asset. When fair values are not available, we estimate fair value using the expected future cash flows discounted at a rate commensurate with the risks associated with the recovery of the asset. Assets to be disposed of are reported at the lower of carrying amount or fair value less costs to sell.

For the year ended May 31, 2022 and 2021, the Company conducted its annual review of impairment of goodwill and intangible assets and no impairment was identified.

The Company has identified derivative instruments arising from an anti-dilution provision in the Company's preferred stock. Each reporting period, the embedded derivative liability, if material, would be adjusted to reflect fair value at each period end with changes in fair value recorded in the "Change in fair value of embedded derivative liability" financial statement line item of the company's statements of operations.

Our significant accounting policies are summarized in Note 1 of our consolidated financial statements.

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

Pursuant to Item 305(e) of Regulation S-K (§ 229.305(e)), the Company is not required to provide the information required by this Item.

**Item 8. Financial Statements and Supplementary Data.**

The consolidated financials are submitted as a separate section of this Annual Report on Form 10-K beginning on page F-1.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 9A. Controls and Procedures.**

*Disclosure Controls and Procedures*

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our principal executive officer to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, the Company recognized that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable assurance of achieving the desired control objectives, and we necessarily are required to apply our judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures.

*Evaluation of disclosure and controls and procedures*

As of May 31, 2022, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our Chief Executive Officer and Chief Financial Officer have concluded based upon the evaluation described above that, as of May 31, 2022, our disclosure controls and procedures were not effective at the reasonable assurance level.

*Management's Annual Report on Internal Control over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Our internal control system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes, in accordance with generally accepted accounting principles. Because of inherent limitations, a system of internal control over financial reporting may not prevent or detect all misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to change in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Internal control over financial reporting is defined, under the Exchange Act, as a process designed by, or under the supervision of, the issuer's principal executive and principal financial officers, or persons performing similar functions, and effected by the issuer's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the issuer;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the issuer are being made only in accordance with authorizations of management and directors of the issuer; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements.

The Company's principal executive officers have assessed the effectiveness of the Company's internal control over financial reporting as of May 31, 2022. In making this assessment, the Company's principal executive officers were guided by the releases issued by the SEC and to the extent applicable the criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Update). The Company's principal executive officers have concluded that based on their assessment, as of May 31, 2022, that our internal control over financial reporting were not effective and require remediation in order to be effective at the reasonable assurance level. Prior to the business combination, we have been a private company with limited accounting personnel and other resources necessary for effective internal controls over financial reporting. In addition, our auditors identified material weaknesses in our internal control over financial reporting during the audit of the fiscal year ended May 31, 2021. A material weakness is a deficiency, or combination of deficiencies, in internal controls, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses identified relate to the fact that we did not design and maintain an effective control environment commensurate with our financial reporting requirements, including (a) lack of a sufficient number of trained professionals with an appropriate level of accounting knowledge, training and experience. Management's general assessment of the above processes in light of the company's size, maturity and complexity, as to the design and effectiveness of the internal controls over financial reporting is that the key controls and procedures in each of these processes provide reasonable assurance regarding reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. During the fiscal year ended May 31, 2022, we actively addressed and remediated a number of previously identified material weaknesses in internal controls over financial reporting, we significantly improved our accounting processes, documentation, introduced new accounting policies and procedures, upgraded our accounting personnel and provided our employees with necessary tools and resources, but because we have not completed a full risk assessment of the internal controls over financial reporting at the activity level, including extensive process documentation and testing, we are not able to conclude that our internal controls over financial reporting are operating effectively and efficiently at this time. The Company's principal executive officers and the board are fully committed to achieving full compliance by the end of the fiscal year ending May 31, 2023.

Readers are cautioned that internal control over financial reporting, no matter how well designed, has inherent limitations and may not prevent or detect misstatements. Therefore, even effective internal control over financial reporting can only provide reasonable assurance with respect to the financial statement preparation and presentation.

*Changes in Internal Control over Financial Reporting*

There have been no changes, except for documenting our processes discussed above, in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during the last quarterly period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

This annual report does not include an attestation report of the Company's registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by the Company's registered public accounting firm pursuant to rules of the Securities and Exchange Commission that permit the Company to provide only management's report in this annual report.

**Item 9B. Other Information.**

No event occurred during the fourth quarter of the fiscal year ended May 31, 2022 or subsequent period that would have required disclosure in a report on Form 8-K.

## PART III

**Item 10. Directors, Executive Officers and Corporate Governance.**

**Executive Officers and Directors**

The following table sets forth, as of the date hereof, the names and ages of our executive officers and directors, and their respective positions and offices held.

| Name | Age | Position |
|---|---|---|
| Sunandan Ray | 64 | Chief Executive Officer, Director |
| Migdalia Diaz | 55 | Chief Operating Officer |
| David Briones | 46 | Director |
| Patrick Lee | 45 | Director |
| Eli Kay | 56 | Chief Financial Officer |

***Sunandan Ray, 64, Chief Executive Officer***

Mr. Ray has close to 30 years of experience in the logistics industry. He established and managed over 15 of ULHK's offices in the US and India with over $400 million in revenue. Prior to working with ULHK, Mr. Ray established and managed operating companies on behalf of MSAS Cargo International (now part of DHL/ Deutsche Post) in USA, India, Sri Lanka, Bangladesh, Mauritius and Turkey from 1989 to 1997. In 1997, Sunandan successfully negotiated with MSAS Cargo, a management buyout of the companies under his management and after building the group from 1997 to 2005 into a US $50 million enterprise, it was bought by French transportation company, Group Bollore. After the sale to Group Bollore in 2005, Mr. Ray continued as a Senior Vice President in Group Bollore with responsibility for the Group's business on the Transpacific sector as well as in the Indian subcontinent before joining the ULHK's New York based operating subsidiary in 2010. From 1992 through 1996, Mr. Ray built and sold to a strategic investor a group of software companies, Sunrise Group, which had over $10 million in revenue at the time of sale. Mr. Ray is a qualified Chartered Accountant (London, UK) who worked for 10 years with Price Waterhouse (now PwC) in London, UK, The Hague, Netherlands and New York, NY from 1979 to 1989. He also holds a Masters in Science (Technology) in Computer Science from the Birla Institute of Technology & Science, in Pilani, India.

***Migdalia Diaz, 55, Chief Operating Officer***

Migdalia ("Mickey") Diaz brings over 32 years of experience in the logistics industry, with over 20 years in Officer and Senior Management roles. Between 2018 and April 2022, Ms. Diaz served as Senior Vice President Customer Experience for the Americas, and as Vice President of Operations USA at GEODIS, an international logistics provider. From 2011 to 2018, Ms. Diaz served as Vice President of Operations and board member at Dachser USA, another international logistics company. From 2006 to 2011 Ms. Diaz served as a board member, COO of USA, and CEO Latin America of IJS Global, an International Freight Forwarder. The Board believes that Ms. Diaz's experience in management and operations and her extensive knowledge in logistics and international regulatory requirements makes her ideally qualified to help lead the Company towards continued growth and success.

***Eli Kay, 56, Chief Financial Officer***

Eli Kay joined Unique Logistics International Inc. in 2021. As the CFO he is responsible for all aspects of financial management of the company, including the Securities and Exchange Commission (SEC) reporting and compliance. Eli previously served as a CFO for Transit Wireless LLC, an exclusive provider of wireless infrastructure in the New York City Subway from 2019 to 2020, and prior to that as a CFO for JFKIAT, a joint venture between Delta Airlines and Royal Schiphol Group with operations at JFK International Airport, from 2016 to 2019. From 2013-2016 he served as a CFO for the Chicago Skyway and the Indiana Toll Road Concession Companies in Chicago both owned by private equity infrastructure funds. He progressed through a series of senior management positions in finance and accounting roles with two publicly traded companies in the manufacturing industry from 2006 to 2013. Eli started his career in public accounting in 1997 as an auditor and worked for 10 years primarily with PricewaterhouseCoopers LLP (PwC). Mr. Kay holds Bachelor of Science in Accounting and a Master's in Business Administration degrees, both from the University of Oregon. Mr. Kay is a Certified Public Accountant.

***David Briones, 46, Director***

Since October 2020, Mr. Briones has served as a member of the board of directors of Unique Logistics International Inc. Mr. Briones is the founder and managing member of the Brio Financial Group ("Brio"), a financial consulting firm that brings experienced finance and accounting expertise to both public and private companies. Since 2010, Brio has served over 75 companies as well as numerous banks, hedge funds, venture capital funds and private equity firms. Mr. Briones has provided several public companies in financial reporting, internal control development and evaluation, budgeting and forecasting services. He has developed a specialty representing private companies as the outsourced CFO/Financial reporting specialist as a private company navigates toward becoming a public company through a self-filing, a reverse merger or through a traditional initial public offering. In addition, since March 2021, Mr. Briones is the Chief Financial Officer of Larkspur Health Acquisition Corp. Mr. Briones has served as the Chief Financial Officer of Hoth Therapeutics, Inc. From August 2013 to January 2020, Mr. Briones served as Chief Financial Officer of Petro River Oil Corp., an independent energy company focused on the exploration and development of conventional oil and gas assets. Mr. Briones also served as interim Chief Financial Officer of AdiTx Therapeutics, Inc. (Nasdaq: ADTX), a pre-clinical stage, life sciences company with a mission to prolong life and enhance life quality of transplanted patients from January 2018 to July 2020 (until the Company's initial public offering). From October 2017 to May 2018, Mr. Briones served as the Chief Financial Officer of Bitzumi, Inc., a Bitcoin exchange and marketplace. Prior to founding Brio Financial Group, LLC, Mr. Briones was an auditor with Bartolomei Pucciarelli, LLC in Lawrenceville, New Jersey and PricewaterhouseCoopers LLP in New York, New York. Since May 2020, Mr. Briones has served as a member of the board of directors of Unique Logistics International Inc (OTC Pink: UNQL). Mr. Briones received a Bachelor of Science degree in accounting from Fairfield University.

***Patrick Lee, 45, Director***

Lee, Patrick Man Bun, combines over 15 years of experience in freight forwarding/warehousing senior management. Previously, he had been involved in two global companies in the logistics industry, holding positions including Management Trainee, Business Development Coordinator, and Logistics Operations Coordinator. From 2005 through 2012, Patrick was the Business Development Director for Unique Logistics Holdings Limited, a freight forwarding company based in Hong Kong. From 2012 to 2017, Patrick served Unique Logistics Holdings Limited in his capacity as Executive Vice President. Patrick has taken up the position of Group COO since 2017 and has become a Board Member. He has Bachelor of Commerce from University of British Columbia (Canada), and an MSc Supply Chain Management from Cranfield University (England).

**Committees**

We currently do not have any committees in place, but anticipate establishing an audit committee, compensation committee and governance and nominating committee in the near future.

**Independent Directors**

For purposes of determining independence, the Company has adopted the definition of independence as contained in NASDAQ Market Place Rules 4200. Pursuant to the definition, the Company has determined that one of its directors, David Briones, currently qualifies as independent.

**Employment Agreements**

On May 29, 2020, Unique Logistics and Sunandan Ray, Company's CEO, entered into the Ray Employment Agreement pursuant to which Mr. Ray has been employed by Unique Logistics to serve as President and Chief Executive Officer. The Ray Employment Agreement has an initial term of three years, and automatically renews for successive consecutive one-year period terms, unless either party provides notice to the other party not more than 270 days and not less than 180 days before the end of the then existing term. Mr. Ray will receive a base salary of $250,000 per year with annual increases at the rate of 3% with such increases applied on January 1 of each year. The Ray Employment Agreement includes a performance-based bonus of up to 125% of the base salary upon Unique Logistics achieving certain performance targets as defined in the Ray Employment Agreement. The Ray Employment Agreement also provides for employment benefits and reimbursement provisions that are typical of such agreements.

On August 11, 2021, the Company and Mr. Kay, Company's CFO, entered into an Employment Agreement which will continue until it is otherwise terminated pursuant to terms therein. Under the Agreement, Mr. Kay will be paid an annual salary of $180,000, subject to annual review and adjustment. Mr. Kay is also entitled to receive certain benefits such as health insurance, vacation, and other benefits consistent with the Company's benefit plans extended to other executive employees of the Company. In addition, for the fiscal year ended May 31, 2021, and in each subsequent fiscal year, Mr. Kay will be eligible to receive an annual bonus at the discretion of the board of directors of the Company.

On April 25, 2022, the Company and Ms. Migdalia Diaz entered into an employment agreement (the "Diaz Employment Agreement"). Pursuant to the Diaz Employment Agreement, Ms. Diaz shall receive an annual salary of $304,500. Additionally, Ms. Diaz shall be eligible for a discretionary performance incentive of up to 60% of her annual gross salary (the "Incentive Bonus"). Ms. Diaz shall receive an incentive advance of $25,000 upon completion of six (6) months which will be offset against the Incentive Bonus. Ms. Diaz will also receive a monthly home office allowance of $125. The Diaz Employment Agreement may be terminated by either party for any or no reason, by providing a 90 days' notice of termination,

**Family Relationships**

There are no family relationships amongst our officers and directors.

**Code of Ethics**

The Company is currently in the process of adopting a code of ethics that applies to our officers, employees and directors, including our Chief Executive Officer and senior executives.

Our Board adopted a code of business conduct and ethics that applies to our directors, officers and employees. Upon the effectiveness of the registration statement of which this prospectus is a part, a copy of this code will be available on our website. We intend to disclose on our website any amendments to the Code of Business Conduct and Ethics and any waivers of the Code of Business Conduct and Ethics that apply to our principal executive officer, principal financial officer, principal accounting officer, controller, or persons performing similar functions.

***Compliance with Section 16(a) of Exchange Act***

Section 16(a) of the Exchange Act requires the Company's directors, executive officers and persons who beneficially own 10% or more of a class of securities registered under Section 12 of the Exchange Act to file reports of beneficial ownership and changes in beneficial ownership with the SEC. Directors, executive officers and greater than 10% stockholders are required by the rules and regulations of the SEC to furnish the Company with copies of all reports filed by them in compliance with Section 16(a). To the Company's knowledge, based solely on a review of reports furnished to it, for the year ended May 31, 2022, all of the Company's officers, directors and ten percent holders have made the required filings with the exception of David Briones whose form 3 was not filed timely and Sunandan Ray whose form 4 was not filed timely.

***Legal Proceedings***

During the past ten years, none of our current directors or executive officers has been:

- the subject of any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;

- convicted in a criminal proceeding or is subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);

- subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities;

- found by a court of competent jurisdiction (in a civil action), the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, that has not been reversed, suspended, or vacated;

- subject of, or a party to, any order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of a federal or state securities or commodities law or regulation, law or regulation respecting financial institutions or insurance companies, law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

- subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization, any registered entity or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

None of our directors, officers or affiliates, or any beneficial owner of 5% or more of our Common Stock, or any associate of such persons, is an adverse party in any material proceeding to, or has a material interest adverse to, us or any of our subsidiaries.

**Item 11. Executive Compensation.**

The Summary Compensation Table shows certain compensation information for services rendered in all capacities for the fiscal years ended May 31, 2021 and 2020. The following information includes the dollar value of base salaries, bonus awards, the number of stock options granted and certain other compensation, if any, whether paid or deferred.

| Name and Principal Position | Year | Salary ($) | Bonus ($) | Stock Awards ($) | Option Awards ($) | Non-Equity Incentive Plan Compensation ($) | D | All Other Compensation ($) | Totals ($) |
|---|---|---|---|---|---|---|---|---|---|
| Sunandan Ray, Chief Executive Officer[1] | 2022 | 225,000 | 325,000 | - | - | - | - | - | 550,000 |
| | 2021 | 225,000 | 316,000 | - | - | - | - | - | 541,000 |
| Migdalia Diaz, Chief Operating Officer[2] | 2022 | 304,000 | - | | | | | | 304,000 |
| | 2021 | - | - | - | - | - | - | - | - |
| Eli Kay, Chief Financial Officer[3] | 2022 | 198,000 | 29,000 | - | - | - | - | - | 227,000 |
| | 2021 | 180,000 | 18,000 | | | | | | 198,000 |

1. Mr. Ray became the Company's Chief Executive Officer and director on October 28, 2019. Prior to that date, Mr. Ray was the minority owner and Chief Executive Officer of UL NYC.

2. Ms. Diaz joined the Company on April 25, 2022 as a Chief Operating Officer.

3. Mr. Kay joined the Company on February 9, 2021 as a Chief Financial Officer.

**Outstanding Equity Awards at Fiscal Year-end**

Effective November 20, 2020, the Board approved, authorized and adopted the Unique Logistics International, Inc. 2020 Equity and Incentive Plan (the "2020 Plan") and certain forms of ancillary agreements to be used in connection with the issuance of stock and/or options pursuant to the 2020 Plan (the "Plan Agreements"). The 2020 Plan provides for the issuance of up to 40,000,000 shares of Common Stock through the grant of non-qualified options (the "Non-qualified Options"), incentive options (the "Incentive Options" and together with the Non-qualified Options, the "Options") and restricted stock (the "Restricted Stock") to directors, officers, consultants, attorneys, advisors and employees.

There were no equity awards as of May 31, 2022 or 2021.

**Director Compensation**

The Company's directors are not currently compensated for their service in such capacity.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

The following table sets forth, as of September 13, 2022, the number of shares of our common stock owned by (i) each person who is known by us to own of record or beneficially five percent (5%) or more of our outstanding shares, (ii) each of our directors, (iii) each of our executive officers and (iv) all of our directors and executive officers as a group. Unless otherwise indicated, each of the persons listed below has sole voting and investment power with respect to the shares of our common stock beneficially owned. The address of our directors and officers is c/o Unique Logistics Holdings, Inc. at 154-09 146th Ave, Jamaica, NY 11434.

Beneficial ownership has been determined in accordance with the rules of the SEC and is calculated based on [●] shares of our common stock issued and outstanding as of September 13, 2022. Shares of common stock subject to options, warrants, preferred stock or other securities convertible into common stock that are currently exercisable or convertible, or exercisable or convertible within 60 days of September 13, 2022, are deemed outstanding for computing the percentage of the person holding the option, warrant, preferred stock, or convertible security but are not deemed outstanding for computing the percentage of any other person.

Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of common stock that they beneficially own.

| Name and Address of Beneficial Owner[1] | Total Common Stock Shares Beneficially Owned | % of Common Stock Class[2] |
|---|---|---|
| **5% Beneficial Shareholders** | | |
| Great Eagle Freight Limited [3] | - | 14.1% |
| 3a Capital Establishment [4] | - | 9.9% |
| Trillium Partners LP [5] | | 9.9% |
| | - | |
| **5% Beneficial Shareholders as a Group** | | |
| **Officers and Directors** | | |
| Sunandan Ray [6] | 322,086,324 | 54.4% |
| David Briones [7] | - | 4.99% |
| Patrick Lee [8] | - | * % |
| Eli Kay | - | * % |
| Migdalia Diaz | - | * % |
| **Officers and Directors as a Group (5 persons)** | | 68.5% |

*Denotes less than 1%

(1) The person named in this table has sole voting and investment power with respect to all shares of Common Stock reflected as beneficially owned.

(2) The percentages in the table have been calculated based on treating as outstanding for a particular person, all shares of our common stock outstanding on that date and all shares of our common stock issuable to that holder in the event of exercise of outstanding options, warrants, rights or conversion privileges owned by that person at that date which are exercisable within 60 days of that date. Except as otherwise indicated, the persons listed below have sole voting and investment power with respect to all shares of our common stock owned by them, except to the extent that power may be shared with a spouse.

(3) Great Freight Limited beneficially owns 0 shares of the Company's common stock. In addition, Great Freight Limited beneficially owns 153,062 shares of Series B Preferred Stock owned by Great Eagle Freight Limited which convert at a rate of 6,646.47 shares of common stock for every 1 share of Series B Preferred Stock. The Company is limited to 800,000,000 authorized shares of common stock. The Beneficial ownership percentage only considers the common shares that can be converted up to the authorized number of common shares. Mr. Richard Chi Tak Lee has sole voting and dispositive power over the shares of Common Stock held by Great Freight Limited.

(4) Mr. Nicola Feuerstein has sole voting and dispositive power over the shares of Common Stock held by 3a Capital Establishment. The Beneficial ownership percentage only considers the shares of Common Stock that can be converted up to a maximum of 9.99% of the issued and outstanding shares of Common Stock.

(5) Mr. Stephen M. Hicks has sole voting and dispositive power over the shares of common stock held by Trillium Partners LP. The Beneficial ownership percentage only considers the shares of Common Stock that can be converted up to a maximum of 9.99% of the issued and outstanding shares of Common Stock.

(6) Mr. Sunandan Ray owns 322,086,324 shares of the Company's Common Stock. In addition, Mr. Ray owns 667,738 shares of Series B Preferred Stock which convert at a rate of 6,546.47 shares of Common Stock for every 1 share of Series B Preferred Stock. The Company is limited to 800,000,000 authorized shares of common stock. The Beneficial ownership percentage only considers the common shares that can be converted up to the authorized number of common shares.

(7) Mr. David Briones owns 0 shares of the Company's Common Stock. In addition, Mr. Briones owns 20,000 shares of Series A Preferred Stock which convert at a rate of 6,546.47 shares of Common Stock for every 1 share of Series A Preferred Stock. The Company is limited to 800,000,000 authorized shares of common stock. The Beneficial ownership percentage only considers the common shares that can be converted up to the authorized number of common shares.

(8) Mr. Patrick Lee beneficially owns 0 shares of the Company's Common Stock. In addition, Mr. Lee beneficially owns 6% of the 153,062 shares of Series B Preferred Stock owned by Great Eagle Freight Limited which convert at a rate of 6,546.47 shares of Common Stock for every 1 share of Series B Preferred Stock. The Company is limited to 800,000,000 authorized shares of common stock. The Beneficial ownership percentage only considers the common shares that can be converted up to the authorized number of common shares.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

The following is a summary of transactions to which we have been or will be a party in which the amount involved exceeded or will exceed $500,000 (one percent of the average of our total assets at year-end for our last two completed fiscal years) and in which any of our directors, executive officers or beneficial holders of more than 5% of any class of our capital stock, or any immediate family member of, or person sharing a household with, any of these individuals, had or will have a direct or indirect material interest, other than compensation arrangements that are described under the section captioned "Executive compensation."

Other than as disclosed below, there have been no transactions involving the Company since the beginning of the last fiscal year, or any currently proposed transactions, in which the Company was or is to be a participant and the amount involved exceeds $120,000 or one percent of the average of the Company's total assets at year-end for the last two completed fiscal years, and in which any related person had or will have a direct or indirect material interest.

The Company assumed the following debt due to related parties:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Due to Frangipani Trade Services [1] | $ 602,618 | $ 903,927 |
| Due to employee [2] | 30,000 | 60,000 |
| Due to employee [3] | 66,658 | 149,996 |
| | 699,276 | 1,113,923 |
| Less: current portion | (301,308) | (397,975) |
| | $ 397,968 | $ 715,948 |

(1) Due to Frangipani Trade Services ("FTS"), an entity owned by the Company's CEO, is due on demand and is non-interest bearing. The principal amount of this Promissory Note bears no interest; provided that any amount due under this Note which is not paid when due shall bear interest at an interest rate equal to six percent (6%) per annum. The principal amount is due and payable in six payments of $150,655 the first payment due on November 30, 2021, with each succeeding payment to be made six months after the preceding payment.

(2) On May 29, 2020, the Company entered into a $90,000 payable with an employee for the acquisition of UL BOS common stock from a previous owner. The payment terms consist of thirty-six monthly non-interest-bearing payments of $2,500 from the date of closing.

(3) On May 29, 2020, the Company entered into a $200,000 payable with an employee for the acquisition of UL BOS common stock from a previous owner. The payment terms consist of thirty-six monthly non-interest-bearing payments of $5,556 from the date of closing.

**Consulting Agreements**

Unique entered into a Consulting Services Agreement on May 29, 2020 for a term of three years with Great Eagle Freight Limited ("Great Eagle" or "GEFD"), a Hong Kong Company (the "Consulting Services Agreement") where the Company pays $500,000 per year until the expiration of the agreement on May 28, 2023. The fair value of the services was determined to be less than the cash payments and the difference was recorded as Contingent Liability on the consolidated balance sheets and amortized over the life of the agreement. The unamortized balances were $282,666 and $565,338 as of May 31, 2022 and 2021, respectively.

**Item 14. Principal Accountant Fees and Services.**

| | Year Ended May 31, 2022 | Year Ended May 31, 2021 |
|---|---|---|
| Audit fees | $ 212,000 | $ 174,000 |
| Audit related fees | 57,000 | - |
| Tax services fees | - | - |
| Total: | $ 269,000 | $ 174,000 |

***Audit Fees:*** Audit fees incurred for the annual audit of the Company's financial statements included as part of our Form 10-K filing and audit related services including the quarterly reviews associated with our Form 10-Q filings.

***Audit-Related Fees:*** Audit-related services consist of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and are not reported under "Audit Fees." These services include attest services that are not required by statute or regulation and consultations concerning financial accounting and reporting standards.

***Tax Services Fees:*** Tax fees consist of fees billed for professional services for tax compliance. These services include assistance regarding federal, state, and local tax compliance.

## PART IV

**Item 15. Exhibits and Financial Statement Schedules.**

a. Exhibits

(a) Exhibits.

| Exhibit Number | Exhibit Description | Incorporated by Reference | | Filed or Furnished | |
|---|---|---|---|---|---|
| | | Form | Exhibit | Filing Date | Herewith |
| 2.1 | Agreement and Plan of Merger and Reorganization, dated October 8, 2020 | 8-K | 2.1 | 10/13/2020 | |
| 3.1 | Certificate of Designation of Series A Preferred of Innocap, Inc., dated October 7, 2020 | 8-K | 3.1 | 10/13/2020 | |
| 3.2 | Certificate of Designation of Series B Preferred of Innocap, Inc., dated October 7, 2020 | 8-K | 3.2 | 10/13/2020 | |
| 3.3 | Certificate of Designation of Series C Convertible Preferred Stock of Unique Logistics International, Inc., dated December 7, 2021 | 8-K | 3.1 | 12/13/2021 | |
| 3.4 | Certificate of Designation of Series D Convertible Preferred Stock of Unique Logistics International, Inc., dated December 7, 2021 | 8-K | 3.2 | 12/13/2021 | |
| 3.5 | Certificate of Correction to Certificate Designation of Series C Convertible Preferred Stock of Unique Logistics International, Inc., dated December 8, 2021 | 8-K | 3.3 | 12/13/2021 | |
| 3.6 | Certificate of Correction to Certificate Designation of Series D Convertible Preferred Stock of Unique Logistics International, Inc., dated December 8, 2021 | 8-K | 3.4 | 12/13/2021 | |
| 3.7 | Certificate of Correction to Certificate Designation of Series C Convertible Preferred Stock of Unique Logistics International, Inc., dated December 15, 2021 | 10-Q | 3.5 | 01/14/2022 | |
| 3.8 | Certificate of Correction to Certificate Designation of Series D Convertible Preferred Stock of Unique Logistics International, Inc., dated December 15, 2021 | 10-Q | 3.6 | 01/14/2022 | |
| 3.9 | Amended and Restated Articles of Incorporation | 8-K | 3.1 | 01/14/2021 | |
| 3.10 | Amended and Restated Bylaws | 8-K | 3.1 | 11/09/2021 | |
| 3.11 | Certificate of Amendment of Certificate of Designations, Preferences and Rights of Series A Convertible Preferred Stock of Unique Logistics International, Inc., filed with the Nevada Secretary of State on April 26, 2022 | 8-K | 3.1 | 04/29/2022 | |
| 4.1 | 10% Convertible Promissory Note, dated October 7, 2020 | 8-K | 4.1 | 10/13/2020 | |
| 4.2 | Common Stock Purchase Warrant, dated October 7, 2020 | 8-K | 4.2 | 10/13/2020 | |
| 4.3 | 10% Convertible Promissory Note, dated October 14, 2020 | 8-K | 4.2 | 10/19/2020 | |
| 4.4 | 10% Convertible Promissory Note, dated October 14, 2020 | 8-K | 4.3 | 10/19/2020 | |
| 4.5 | Common Stock Purchase Warrant, dated October 14, 2020 | 8-K | 4.4 | 10/19/2020 | |
| 4.6 | Amendment No. 1 to Promissory Note, dated November 12, 2020, by and between Innocap, Inc., Unique Logistics Holdings, Inc. and Unique Logistics Holdings Limited | 10-K | 4.6 | 08/31/2021 | |
| 4.7 | Form of 10% Secured Subordinated Convertible Note | 10-K | 4.7 | 08/31/2021 | |
| 4.8 | 10% Promissory Note, dated March 19, 2021 | 8-K | 4.1 | 03/22/2021 | |
| 4.9 | Amended and Restated Promissory Note, dated April 7, 2021 | 8-K | 4.1 | 04/09/2021 | |

| | | | | | |
|---|---|---|---|---|---|
| 4.10 | Amendment to Secured Subordinated Convertible Promissory Notes of Trillium Partners L.P. dated June 1, 2021 | 8-K | 4.1 | 06/03/2021 | |
| 4.11 | Amendment to Secured Subordinated Convertible Promissory Notes of 3a Capital Establishment dated June 1, 2021 | 8-K | 4.2 | 06/03/2021 | |
| 4.12 | First Amendment to Amended and Restated Promissory Note entered into as of July 22, 2021 by and between Unique Logistics International Inc. and Trillium Partners, L.P. | 8-K | 4.1 | 07/28/2021 | |
| 4.13 | Second Amendment to Amended and Restated Promissory Note entered into as of September 23, 2021 by and between Unique Logistics International Inc. and Trillium Partners, L.P. | 8-K | 4.1 | 09/28/2021 | |
| 4.14 | Exchange Agreement between Company and certain holders of notes and warrants of the Company, 3a Capital Establishment and Trillium Partners, LP dated August 19, 2021 | 10-Q | 4.4 | 10/18/2021 | |
| 4.15 | Form of Leak-Out Agreement | 10-Q | 4.5 | 10/18/2021 | |
| 4.16 | Form of Amended Exchange Agreement | 8-K | 10.1 | 12/13/2021 | |
| 4.17 | Third Amendment to Amended and Restated Promissory Note dated January 6, 2022 | 8-K | 4.1 | 01/10/2022 | |
| 4.18 | Fourth Amendment to Amended and Restated Promissory Note dated January 6, 2022 | 8-K | 4.1 | 04/13/2022 | |
| 4.19 | Promissory Note, dated May 29, 2020, issued to Unique Logistics Holdings Limited | | | | X |
| 10.1 | Securities Purchase Agreement, dated October 8, 2020 | 8-K | 10.1 | 10/13/2020 | |
| 10.2 | Registration Rights Agreement, dated October 8, 2020 | 8-K | 10.2 | 10/19/2020 | |
| 10.3 | Employment Agreement by and between the Company and Sunandan Ray dated May 29, 2020** | 8-K | 10.3 | 10/13/2020 | |
| 10.4 | Amendment to Employment Agreement by and between the Company and Sunandan Ray dated May 29, 2021 | 8-K | 10.2 | 06/03/2021 | |
| 10.5 | General Release Agreement, dated October 8, 2020 | 8-K | 10.4 | 10/13/2020 | |
| 10.6 | Split-Off Agreement, dated October 8, 2020 | 8-K | 10.5 | 10/13/2020 | |
| 10.7 | Securities Purchase Agreement, dated October 14, 2020 | 8-K | 10.1 | 10/19/2020 | |
| 10.8 | Amendment to Secured Accounts Receivable Facility, dated November 2, 2020, by and between Unique Logistics International (NYC) LLC and Corefund Capital, LLC | | | | |
| 10.9 | Revolving Purchase, Loan and Security Agreement by and among Unique Logistics International, Inc., Unique Logistics Holdings, Inc., Unique Logistics International (NYC) LLC, Unique Logistics International (BOS), Inc. and TBK Bank, SSB dated June 1, 2021 | 8-K | 10.1 | 06/03/2021 | |
| 10.10 | Addendum to Recourse Factoring and Security Agreement | 8-K | 10.2 | 06/23/2021 | |
| 10.11 | SPA-Letter Agreement dated June 22, 2021 | 8-K | 10.1 | 06/23/2021 | |
| 10.12 | First Amendment to Revolving Purchase, Loan and Security Agreement entered into as of August 4, 2021 by and among Unique Logistics International, Inc., Unique Logistics Holdings, Inc., Unique Logistics International (NYC) LLC, Unique Logistics International (BOS), Inc. and TBK Bank, SSB | 8-K | 10.1 | 08/09/2021 | |

| | | | | | |
|---|---|---|---|---|---|
| 10.13 | Purchase Money Financing Agreement between Unique Logistics International, Inc and Corefund Capital, LLC | 8-K | 10.1 | 09/13/2021 | |
| 10.14 | Second Amendment to Revolving Purchase, Loan and Security Agreement entered into as of August 4, 2021 by and among Unique Logistics International, Inc., Unique Logistics Holdings, Inc., Unique Logistics International (NYC) LLC, Unique Logistics International (BOS), Inc. and TBK Bank, SSB | 8-K | 10.1 | 09/22/2021 | |
| 10.15 | Form Purchase Agreement | 10-K | 10.8 | 08/31/2021 | |
| 10.16 | Form Registration Rights Agreement | 10-K | 10.9 | 08/31/2021 | |
| 10.17 | Form Security Agreement | 10-K | 10.10 | 08/31/2021 | |
| 10.18 | Form Guaranty Agreement | 10-K | 10.11 | 08/31/2021 | |
| 10.19 | Form Waiver | 10-K | 10.12 | 08/31/2021 | |
| 10.20 | Employment Agreement By and between the Company and Eli Kay dated August 11, 2021** | 8-K | 10.1 | 08/11/2021 | |
| 10.21 | Consulting Agreement, dated May 29, 2020, by and between Unique Logistics Holdings, Inc. and Great Eagle Freight Limited | S-1/A | 10.21 | 01/18/2022 | |
| 10.22 | August 2021 Registration Rights Agreement | 10-Q | 10.1 | 10/18/2021 | |
| 10.23 | Form of Registration Rights Agreement | 8-K | 10.2 | 12/13/2021 | |
| 10.24 | Stock Purchase Agreement, dated April 28, 2022, by and between Unique Logistics International, Inc. and Unique Logistics Holdings Limited | 8-K | 10.1 | 05/03/2022 | |
| 10.25 | Third Amendment to Revolving Purchase, Loan and Security Agreement. | 8-K | 10.1 | 02/03/2022 | |
| 10.26 | Fourth Amendment to Revolving Purchase, Loan and Security Agreement. | 8-K | 10.1 | 04/15/2022 | |
| 10.27** | Employment Agreement, dated April 25, 2022, by and between Unique Logistics International, Inc. and Mickey Diaz | 8-K | 10.1 | 04/26/2022 | |
| 10.28 | Securities Purchase Agreement, dated May 29, 2020, by and between Unique Logistics Holdings Limited and Unique Logistics Holdings, Inc. | | | | X |
| 10.29 | Securities Purchase Agreement, dated May 29, 2020, by and between Dawn Lowry and Unique Logistics Holdings, Inc. | | | | X |
| 10.30 | Securities Purchase Agreement, dated May 29, 2020, by and between Robert C. Shaver and Unique Logistics Holdings, Inc. | | | | X |
| 10.31 | Share Exchange Agreement, dated May 29, 2020, by and between Frangipani Trade Services, Inc. and Unique Logistics Holdings, Inc. | | | | X |
| 21.1 | List of Subsidiaries | 10-K | 21.1 | 08/31/2021 | |
| 24.1 | Power of Attorney (included on the signature page to the registration statement) | | | | X |
| 31.1 | Principal Executive Officer Certification Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | | | X |

| | | |
|---|---|---|
| 31.2 | Principal Financial Officer Certification Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | X |
| 32.1 | Principal Executive Officer Certification Pursuant to Item 601(b)(32) of Regulation S-K, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | X |
| 32.2 | Principal Financial Officer Certification Pursuant to Item 601(b)(32) of Regulation S-K, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | X |
| 101.INS | XBRL Instance Document. | X |
| 101.SCH | XBRL Taxonomy Extension Schema Linkbase Document. | X |
| 101.CAL | XBRL Taxonomy Calculation Linkbase Document. | X |
| 101.DEF | XBRL Taxonomy Extension Definition Linkbase Document. | X |
| 101.LAB | XBRL Taxonomy Label Linkbase Document. | X |
| 101.PRE | XBRL Taxonomy Presentation Linkbase Document. | X |

b. Financial Statement Schedules

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: September 13, 2022

**UNIQUE LOGISTICS INTERNATIONAL, INC.**

By: */s/ Sunandan Ray*
Sunandan Ray
Chief Executive Officer, Chairman of the Board
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| */s/ Sunandan Ray*<br>Sunandan Ray | Director, Chief Executive Officer<br>*Principal Executive Officer* | September 13, 2022 |
| */s/ Eli Kay*<br>Eli Kay | Chief Financial Officer<br>*Principal Financial and Accounting Officer* | September 13, 2022 |
| */s/ David Briones*<br>David Briones | Director | September 13, 2022 |
| */s/ Patrick Lee*<br>Patrick Lee | Director | September 13, 2022 |

**UNIQUE LOGISTICS INTERNATIONAL, INC.**
**CONSOLIDATED FINANCIAL STATEMENTS**
**May 31, 2022**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
Unique Logistics International, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Unique Logistics International, Inc. (the "Company") as of May 31, 2022 and 2021, the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for each of the two years in the period ended May 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of May 31, 2022 and 2021, and the results of its operations and its cash flows for each of the two years in the period ended May 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matters**

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor since 2021.

New York, NY
September 13, 2021

**UNIQUE LOGISTICS INTERNATIONAL, INC.**
**CONSOLIDATED BALANCE SHEETS**

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash and cash equivalents | $ 1,422,393 | $ 252,615 |
| Accounts receivable, net | 74,746,036 | 20,369,747 |
| Contract assets | 30,970,581 | 23,423,314 |
| Factoring reserve | - | 7,593,665 |
| Other prepaid expenses and current assets | 1,404,021 | 761,458 |
| Total current assets | 108,543,031 | 52,400,799 |
| | | |
| Property and equipment, net | 188,889 | 192,092 |
| | | |
| Other long-term assets: | | |
| Goodwill | 4,463,129 | 4,463,129 |
| Intangible assets, net | 7,337,704 | 8,044,853 |
| Operating lease right-of-use assets, net | 2,408,098 | 3,797,527 |
| Deferred tax asset, net | 942,748 | 263,221 |
| Deposits | 1,028,336 | 292,141 |
| Other long-term assets | 16,180,015 | 16,860,871 |
| Total assets | $ 124,911,935 | $ 69,453,762 |
| | | |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current Liabilities: | | |
| Accounts payable | $ 49,028,862 | $ 38,992,846 |
| Accrued expenses and other current liabilities | 5,666,159 | 2,383,915 |
| Accrued freight | 9,240,650 | 10,403,430 |
| Contract Liabilities | 468,209 | - |
| Revolving credit facility | 38,141,451 | - |
| Current portion of notes payable, net of discount | 608,333 | 2,285,367 |
| Current portion of long-term debt due to related parties | 301,308 | 397,975 |
| Current portion of operating lease liability | 912,618 | 1,466,409 |
| Total current liabilities | 104,367,590 | 55,929,942 |
| | | |
| Other long-term liabilities | 282,666 | 565,338 |
| Long-term-debt due to related parties, net of current portion | 397,968 | 715,948 |
| Notes payable, net of current portion, net of discount | - | 3,193,306 |
| Derivative liabilities | 12,437,994 | - |
| Operating lease liability, net of current portion | 1,593,873 | 2,431,144 |
| Total long-term liabilities | 14,712,501 | 6,905,736 |
| | | |
| Total liabilities | 119,080,091 | 62,835,678 |
| | | |
| Commitments and contingencies | | |
| | | |
| Stockholders' Equity: | | |
| Preferred Stock, $.001 par value: 5,000,000 shares authorized | | |
| Series A Convertible Preferred stock, $0.001 par value; 130,000 issued and outstanding as of May 31, 2022 and 2021. Liquidation preference $13 at May 31, 2022 | 130 | 130 |
| Series B Convertible Preferred stock, $0.001 par value; 820,800 and 840,000 shares issued and outstanding as of May 31, 2022 and 2021, respectively. Liquidation preference $82 at May 31, 2022 | 821 | 840 |
| Series C Convertible Preferred stock, $0.001 par value; 195 and none, issued and outstanding as of May 31, 2022 and 2021, respectively. Liquidation preference $15.5 million at May 31, 2022 | - | - |
| Series D Convertible Preferred stock, $0.001 par value; 187 and none, issued and outstanding as of May 31, 2022 and 2021, respectively. Liquidation preference $15.1 million at May 31, 2022 | - | - |
| Common stock, $0.001 par value; 800,000,000 shares authorized; 687,196,478 and 393,742,663 shares issued and outstanding as of May 31, 2022 and 2021, respectively. | 687,197 | 393,743 |
| Additional paid-in capital | 292,155 | 4,906,384 |
| Retained earnings | 4,851,541 | 1,316,987 |
| Total Stockholders' Equity | 5,831,844 | 6,618,084 |
| Total Liabilities and Stockholders' Equity | $ 124,911,935 | $ 69,453,762 |

See notes to accompanying consolidated financial statements.

**UNIQUE LOGISTICS INTERNATIONAL, INC.**
**CONSOLIDATED STATEMENTS OF OPERATIONS**

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| **Revenues:** | | |
| Airfreight services | $ 499,024,643 | $ 137,055,903 |
| Ocean freight and ocean services | 446,977,162 | 196,041,832 |
| Contract logistics | 3,491,489 | 3,093,626 |
| Customs brokerage and other services | 64,993,386 | 35,695,911 |
| Total revenues | 1,014,486,680 | 371,887,272 |
| | | |
| **Costs and operating expenses:** | | |
| Airfreight services | 496,918,427 | 130,564,578 |
| Ocean freight and ocean services | 418,552,477 | 179,759,763 |
| Contract logistics | 1,771,415 | 1,267,360 |
| Customs brokerage and other services | 54,368,332 | 33,766,727 |
| Salaries and related costs | 11,736,610 | 9,184,390 |
| Professional fees | 1,079,819 | 1,350,369 |
| Rent and occupancy | 2,022,396 | 1,815,194 |
| Selling and promotion | 6,653,335 | 4,535,373 |
| Depreciation and amortization | 782,351 | 765,532 |
| Fees on factoring agreements | 27,000 | 4,471,540 |
| Bad debt expense | 2,541,676 | 240,000 |
| Other | 1,508,425 | 637,458 |
| Total costs and operating expenses | 997,962,263 | 368,358,284 |
| | | |
| Income from operations | **16,524,417** | **3,528,988** |
| | | |
| **Other income (expenses)** | | |
| Interest expense | (5,632,551) | (431,439) |
| Amortization of debt discount | (776,515) | (1,350,389) |
| Gain on forgiveness of promissory note | 358,236 | 1,646,062 |
| Change in fair value of derivative liabilities | (4,020,698) | - |
| Loss on extinguishment of convertible note | (564,037) | (1,147,856 |
| Other income | 60,000 | - |
| Total other income (expenses) | (10,575,565) | (1,283,622) |
| | | |
| Net income before income taxes | 5,948,852 | 2,245,366 |
| | | |
| Income tax expense | 2,414,298 | 519,869 |
| | | |
| **Net income** | **3,534,554** | **1,725,497** |
| | | |
| Deemed Dividend | (4,565,725) | - |
| | | |
| **Net (loss) income available for common shareholders** | **$ (1,031,171)** | **$ 1,725,497** |
| | | |
| **Net (loss) income available for common shareholders per common share** | | |
| **– basic** | $ - | $ - |
| **– diluted** | $ - | $ - |
| | | |
| **Weighted average common shares outstanding** | | |
| **– basic** | 605,817,180 | 1,408,941,722 |
| **– diluted** | 605,817,180 | 10,030,364,061 |

See notes to accompanying consolidated financial statements.

**UNIQUE LOGISTICS INTERNATIONAL, INC.**
**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**

**For the Years Ended May 31, 2022 and 2021**

| | Series A Preferred Stock | | Series B Preferred Stock | | Series C Preferred Stock | | Series D Preferred Stock | | Common Stock | | Additional Paid-in Capital | Retained Earnings (Accumulated Deficit) | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | Shares | Amount | Shares | Amount | Shares | Amount | | | |
| **Balance, June 1, 2020** | 130,000 | $ 130 | 870,000 | $ 870 | - | $ - | - | - | - | $ - | $ 1,523,811 | $ (408,510) | $ 1,116,301 |
| Issuance of Common Stock for services rendered | - | - | - | - | - | - | - | - | 28,291,180 | 28,291 | 63,375 | - | 91,666 |
| Conversion of Preferred B to Common Stock | - | - | (30,000) | (30) | - | - | - | - | 196,394,100 | 196,394 | (196,364) | - | - |
| Recapitalization upon acquisition - net | - | - | - | - | - | - | - | - | 133,601,511 | 133,602 | (179,340) | - | (45,738) |
| Warrants issued with convertible notes | - | - | - | - | - | - | - | - | - | - | 1,126,497 | - | 1,126,497 |
| Beneficial conversion feature of convertible notes | - | - | - | - | - | - | - | - | - | - | 2,540,169 | - | 2,540,169 |
| Issuance of common stock for the conversion of notes and accrued interest | - | - | - | - | - | - | - | - | 35,455,872 | 35,456 | 28,236 | - | 63,692 |
| Net income | - | - | - | - | - | - | - | - | - | - | - | 1,725,497 | 1,725,497 |
| **Balance, May 31 2021** | 130,000 | $ 130 | 840,000 | $ 840 | - | $ - | - | - | 393,742,663 | $ 393,743 | $ 4,906,384 | $ 1,316,987 | $ 6,618,084 |
| Conversion of Preferred B to Common Stock | - | - | (19,200) | (19) | - | - | - | - | 125,692,224 | 125,692 | (125,673) | - | - |
| Conversion of debt to preferred C and D | - | - | - | - | 195 | - | 192 | - | - | - | - | - | - |
| Conversion of Preferred D to Common Stock | - | - | - | - | - | - | (5) | - | 31,415,400 | 31,415 | (31,415) | - | - |
| Issuance of Common Stock for the conversion of notes and accrued interest | - | - | - | - | - | - | - | - | 136,346,191 | 136,347 | 108,584 | - | 244,931 |
| Deemed Dividend | - | - | - | - | - | - | - | - | - | - | (4,565,725) | - | (4,565,725) |
| Net income | - | - | - | - | | | | | - | | | 3,534,554 | 3,534,554 |
| **Balance, May 31, 2022** | 130,000 | $ 130 | 820,800 | $ 821 | 195 | $ - | 187 | $ - | 687,196,478 | $ 687,197 | $ 292,155 | $ 4,851,541 | $ 5,831,844 |

See notes to accompanying consolidated financial statements.

**UNIQUE LOGISTICS INTERNATIONAL, INC.**
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | |
| Net income | $ 3,534,554 | $ 1,725,497 |
| Adjustments to reconcile net income to net cash used in operating activities: | | |
| Depreciation and amortization | 782,351 | 765,532 |
| Amortization of debt discount | 776,515 | 1,350,389 |
| Amortization of right of use assets | 1,389,429 | 1,195,995 |
| Share-based compensation | - | 91,666 |
| Bad debt expense | 2,541,676 | 240,000 |
| Gain on forgiveness of notes payable | (358,236) | (1,646,062) |
| Loss on extinguishment of notes payable | 564,037 | 1,147,856 |
| Change in deferred tax asset | (679,527) | (264,000) |
| Change in fair value of derivative liabilities | 4,020,698 | - |
| Accretion of consulting agreement | (282,672) | (282,672) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (56,917,965) | (12,677,437) |
| Contract assets | (7,547,267) | (18,586,306) |
| Factoring reserve | 7,593,665 | (6,622,941) |
| Other prepaid expenses and other current assets | (642,563) | (669,787) |
| Deposits and other assets | (736,195) | 1,042 |
| Accounts payable | 10,036,018 | 29,465,943 |
| Accrued expenses and other current liabilities | 3,999,874 | (1,226,702) |
| Accrued freight | (1,162,780) | 6,926,050 |
| Contract liabilities | 468,209 | - |
| Operating lease liability | (1,391,062) | (1,095,969) |
| **Net Cash Used in Operating Activities** | (34,011,241) | (161,906) |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | |
| Purchase of property and equipment | (72,001) | (51,489) |
| **Net Cash Used in Investing Activities** | (72,001) | (51,489) |
| **CASH FLOWS FROM FINANCING ACTIVITIES:** | | |
| Proceeds from notes payable | 2,000,000 | 5,174,902 |
| Repayments of notes payable | (4,473,784) | (858,330) |
| Repayments of long-term debt due to related parties | (414,647) | (5,149,925) |
| Cash paid for debt issuance costs | - | (50,000) |
| Borrowings on line of credit, net | 38,141,451 | - |
| **Net Cash Provided by (Used in) Financing Activities** | 35,253,020 | (883,353) |
| **Net change in cash and cash equivalents** | 1,169,778 | (1,096,748) |
| **Cash and cash equivalents - Beginning of year** | 252,615 | 1,349,363 |
| **Cash and cash equivalents - End of year** | $ 1,422,393 | $ 252,615 |
| **SUPPLEMENTARY CASH FLOW INFORMATION:** | | |
| Cash Paid During the year for: | | |
| Income taxes | $ 3,775,967 | $ 527,583 |
| Interest | $ 5,632,551 | $ 66,717 |
| **SUPPLEMENTARY DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:** | | |
| Operating lease asset and liability additions | $ - | $ 223,242 |
| Non-cash note forgiveness due to UL HK | $ - | $ 310,452 |
| Fair value of warrants issued with convertible notes | $ - | $ 1,126,497 |
| Beneficial conversion feature of convertible notes | $ - | $ 2,540,169 |
| Issuance of Common Stock - Conversions and Awards | $ - | $ 393,743 |
| Conversion of Preferred Stock Series B preferred to common | $ 125,673 | $ - |
| Conversion of Preferred Stock Series D preferred to common | $ 31,415 | $ - |
| Issuance of common stock for the conversion of principal net of accrued interest capitalized to principal to Notes Payable | $ 244,931 | $ - |
| Reduction of debt due to exchange of Convertible Notes for Preferred Stock Series C & D | $ 4,565,725 | $ - |
| Derivative liability recognized related to exchange of Convertible Notes for Preferred Stock Series C and D | $ 8,417,296 | $ - |

See notes to accompanying consolidated financial statements.

## 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Nature of Business

Unique Logistics International, Inc. (the "Company" or "Unique") is a global logistics and freight forwarding company. The Company currently operates via its wholly owned subsidiaries, Unique Logistics International (NYC), LLC, a Delaware limited liability company ("UL NYC") and Unique Logistics International (BOS) Inc, a Massachusetts corporation ("UL BOS") and (collectively the "UL US Entities"). The Company provides a range of international logistics services that enable its customers to outsource sections of their supply chain process. This range of services can be categorized as follows:

- Air Freight services
- Ocean Freight services
- Customs Brokerage and Compliance services
- Warehousing and Distribution services
- Order Management

On May 29, 2020, Unique Logistics Holdings, Inc., a privately held Delaware corporation headquartered in New York ("ULHI"), entered into a Securities Purchase Agreement with Unique Logistics Holdings Ltd, ("UL HK"), a Hong Kong company, (the "UL HK Transaction").

On October 8, 2020, Unique Logistics Holdings, Inc., Innocap, Inc., and Inno Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Innocap Inc. ("Merger Sub"), entered into an Acquisition Agreement and Plan of Merger pursuant to which the Merger Sub was merged with and into ULHI, with ULHI surviving as a wholly owned subsidiary of Innocap, Inc. (the "Merger"). The transaction took place on October 8, 2020 (the "Closing"). Innocap, Inc. was incorporated under the laws of the State of Nevada on January 23, 2004.

Effective January 11, 2021, the Company amended and restated its articles of incorporation with the office of the Secretary of State of Nevada to, among other things, change the Company's name to Unique Logistics International, Inc. and increase the number of shares of common stock that the Company is authorized to issue from 500,000,000 shares to 800,000,000 shares.

On January 13, 2021, the Company received notice from the Financial Industry Regulation Authority ("FINRA") that the above name change had been approved and took effect at the opening of trading on January 14, 2021. In connection with the name change, the Company changed its ticker symbol from "INNO" to "UNQL".

### Liquidity

The accompanying consolidated financial statements have been prepared on a going concern basis. Substantial doubt about an entity's ability to continue as a going concern exists when conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued.

As of May 31, 2022, the Company reported working capital of approximately $4.2 million compared with negative $3.5 million working capital as of May 31, 2021.

The Company took the following steps to improve liquidity year over year:

- Strong operational performance resulted in increase in EBITDA from $8.9 million during the year ended May 31, 2021 to $17.3 million during the year ended May 31, 2022
- The Company entered into Fourth Amendment to the TBK Loan Agreement to increase its credit facility from $47.5.0 million to $57.5 million until October 2022 with an option to extend beyond that date.
- The Company exchanged all of its Convertible Notes and associated Warrants into shares of Convertible Preferred Shares Series C and D

Since its inception, the Company has experienced significant business growth. To fund such growth operating capital was initially provided by third party investors through Convertible Notes and on December 10, 2021 exchanged into Convertible Preferred Shares Series A, C and D with fixed ownership percentage of the company. Preferred shares are more beneficial to the company because they don't require cash repayments. Due to the antidilution provision imbedded in the Convertible Preferred Shares, these provisions resulted in an embedded derivative and the company recorded a current liability during the quarter ended on February 28, 2022 in the amount of $12.7 million (See Derivative Liability note below). Prior to quarter ended February 28, 2022, this liability was not material. This liability is recorded as a long-term liability due to its future settlement in common stocks on the balance sheet and is being adjusted to market on each of the subsequent reporting period.

The Company is also in process of potentially raising additional capital through the planned underwritten offering of securities that would provide funds for planned acquisitions and operating capital. While we continue to execute our strategic plan, we will be tightly managing our cash and monitoring our liquidity position. We have implemented a number of initiatives to conserve our liquidity position including activities such as raising additional capital, increasing credit facilities, reducing cost of debt, controlling general and administrative expenditures and improving collection processes. Many of the aspects of the plan involve management's judgments and estimates that include factors that could be beyond our control and actual results could differ from our estimates. These and other factors could cause the strategic plan to be unsuccessful which could have a material adverse effect on our operating results, financial condition, and liquidity. Use of operating cash is an indicator that there could be a going concern issue, but based on our evaluation of the Company's projected cash flows and business performance subsequent to the balance sheet date, management has concluded that the Company's current cash and cash availability under the line of credit as of May 31, 2022, would be sufficient to alleviate a going concern issue for at least one year from the date these consolidated financial statements are issued.

**COVID-19**

Covid-19 remains a threat and certain countries, such as China, are still subject to restrictions related to Covid-19. While the threat level has declined to a significant extent in the USA and globally, any resurgence could have a material adverse effect on our business operations, results of operations, cash flows and financial position.

While we continue to execute our strategic plan, the Company is also in a process of evaluating several other liquidity-oriented options such as raising additional capital, increasing credit limits of the revolving credit facilities, reducing cost of debt, controlling expenditures, and improving its cash collection processes. While many of the aspects of the Company's plan involve management's judgments and estimates that include factors that could be beyond our control and actual results could differ from our estimates. These and other factors could cause the strategic plan to be unsuccessful which could have a material adverse effect on our operating results, financial condition, and liquidity.

**Basis of Presentation**

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America ("GAAP").

**Principles of Consolidation**

The consolidated financial statements of the Company include the accounts of the Company and its wholly owned subsidiaries stated in U.S. dollars, the Company's functional currency. All intercompany transactions and balances have been eliminated in the consolidated financial statements.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

Significant estimates inherent in the preparation of the consolidated financial statements include determinations of the useful lives and expected future cash flows of long-lived assets, including intangibles, valuation of assets and liabilities acquired in business combinations, and estimates and assumptions in valuation of debt and equity instruments, including derivative liabilities. In addition, the Company makes significant judgments to recognize revenue – see policy note "*Revenue Recognition*" below.

**Fair Value Measurement**

The Company follows the authoritative guidance that establishes a formal framework for measuring fair values of assets and liabilities in the consolidated financial statements that are already required by generally accepted accounting principles to be measured at fair value. The guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The transaction is based on a hypothetical transaction in the principal or most advantageous market considered from the perspective of the market participant that holds the asset or owes the liability.

The Company utilizes market data or assumptions that market participants who are independent, knowledgeable, and willing and able to transact would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. The Company attempts to utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

The Company is able to classify fair value balances based on the observability of those inputs. The guidance establishes a formal fair value hierarchy based on the inputs used to measure fair value. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to level 3 measurements, and accordingly, Level 1 measurement should be used whenever possible.

The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities or published net asset value for alternative investments with characteristics similar to a mutual fund.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs for the asset or liability.

The methods used may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while management believes its valuation methods are appropriate, the fair value of certain financial instruments could result in a difference fair value measurement at the reporting date. There were no changes in the Company's valuation methodologies from the prior year.

For purpose of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. The carrying amounts for financial assets and liabilities such as cash and cash equivalents, accounts receivable - trade, contract assets, factoring reserve, other prepaid expenses and current assets, accounts payable – trade and other current liabilities, including contract liabilities, convertible notes, promissory notes, all approximate fair value due to their short-term nature as of May 31, 2022 and 2021. The carrying amount of the long-term debt approximates fair value because the interest rates on these instruments approximate the interest rate on debt with similar terms available to the Company. Lease liabilities approximate fair value based on the incremental borrowing rate used to discount future cash flows. The Company had Level 3 liabilities (See Derivative Liabilities note) as of May 31, 2022. On May 31, 2021 Level 3 derivative liability balances were insignificant. There were no transfers between levels during the reporting period.

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. The Company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. No loss had been experienced, and management believes it is not exposed to any significant risk on credit.

**Accounts Receivable – Trade**

Accounts receivable - trade from revenue transactions are based on invoiced prices which the Company expects to collect. In the normal course of business, the Company extends credit to customers that satisfy pre-defined credit criteria. The Company generally does not require collateral to support customer receivables. Accounts receivable - trade, as shown on the consolidated balance sheets, is net of allowances when applicable. An allowance for doubtful accounts is determined through analysis of the aging of accounts receivable at the date of the consolidated financial statements, assessments of collectability based on an evaluation of historic and anticipated trends, the financial condition of the Company's customers, and an evaluation of the impact of economic conditions. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, net of allowance for doubtful accounts. As of May 31, 2022 and 2021, the Company recorded an allowance for doubtful accounts of approximately $2.7 million and $0.2 million, respectively.

*Concentrations*

Revenue by three customers as a percentage of the Company's total revenue was 48% for the year ended May 31, 2022, with customer A at 35%, customer B at 7% and Customer C 6%. These three customers represented approximately 21% of all accounts receivable as of May 31, 2022 and no single customer represented more than 10% of total accounts receivable.

Two customers accounted for 44% of total revenue for the year ended May 31, 2021 with customer A at 25%, customer B at 19%. No customer represented more than 10% of non-factored accounts receivable as of May 31, 2021.

*Off Balance Sheet Arrangements*

On August 30, 2021, the Company terminated its agreement with an unrelated third party (the "Factor") for factoring of specific accounts receivable. The factoring under this agreement was treated as a sale in accordance with FASB ASC 860, *Transfers and Servicing*, and is accounted for as an off-balance sheet arrangement. Proceeds from the transfers reflected the face value of the account less a fee, which is presented in costs and operating expenses on the Company's consolidated statements of operations in the period the sale occurs. Net funds received are recorded as an increase to cash and a reduction to accounts receivable outstanding in the consolidated balance sheets. The Company reported the cash flows attributable to the sale of receivables to third parties and the cash receipts from collections made on behalf of and paid to third parties, on a net basis as trade accounts receivables in cash flows from operating activities in the Company's consolidated statements of cash flows. The net principal balance of trade accounts receivable outstanding in the books of the factor under the factoring agreement was $31.7 million as of May 31, 2021. On June 2, 2021 and on August 30, 2021, the Company repurchased all of its factored trade accounts receivables from the Factor, in the amounts of $31.6 million and $1.4 million, respectively, utilizing its TBK revolving credit facility (See Note 5).

During the factoring agreement in place, the Company acted as the agent on behalf of the Factor for the arrangements and had no significant retained interests or servicing liabilities related to the accounts receivable sold. The agreement provided the Factor with security interests in purchased accounts until the accounts have been repurchased by the Company or paid by the customer. In order to mitigate credit risk related to the Company's factoring of accounts receivable, the Company may purchase credit insurance, from time to time, for certain factored accounts receivable, resulting in risk of loss being limited to the factored accounts receivable not covered by credit insurance, which the Company does not believe to be significant.

During the years ended May 31, 2022 and 2021, the Company factored accounts receivable invoices totaling approximately Nil and $233.4 million, pursuant to the Company's factoring agreement, representing the face value of the invoices. The Company recognizes factoring costs upon disbursement of funds. The Company incurred expenses totaling approximately $4.5 million, pursuant to the agreements for the year ended May 31, 2021 and $27,000 for the year ended May 31, 2022. The Company recognizes factoring costs upon disbursement of funds. Factoring expenses are presented in costs and operating expenses on the consolidated statements of operations.

*Factoring Reserve*

When an invoice is sold to Factor, the amount received from the Factor is credited to accounts receivable – trade and a reserve is retained, less a fee, by Factor which is debited to "factoring reserve" on the consolidated balance sheets.

*Factor Recovery*

In certain instances, the Company receives payment for a factored reserve directly from the customer. In these cases, until the funds are paid to the factor, the Company records the payment as "factor recovery" which is in accrued expenses and other current liabilities on the consolidated balance sheets.

*Recourse Liability*

Company policy is to do a collectability review of uncollected factored receivables in conjunction with the Factor at each reporting date and assess the need to provide for risk of potential non-collection and resulting recourse.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and impairment losses. Depreciation is provided for by the straight-line method over the estimated useful lives of the related assets.

Estimated useful lives of property and equipment are as follows:

| | |
|---|---|
| Software | 3 years |
| Computer equipment | 3 – 5 years |
| Furniture and fixtures | 5 – 7 years |
| Leasehold improvements | Shorter of estimated useful life or remaining term of the lease |

Both the useful life of an asset and its residual value, if any, are reviewed annually.

Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period. The Company did not record any impairment for the year ended May 21, 2022 or May 31, 2021.

**Goodwill and Other Intangibles**

The Company accounts for business acquisitions in accordance with GAAP. Goodwill in such acquisitions is determined as the excess of fair value over amounts attributable to specific tangible and intangible assets. GAAP specifies criteria to be used in determining whether intangible assets acquired in a business combination must be recognized and reported separately from goodwill. Amounts assigned to goodwill and other identifiable intangible assets are based on independent appraisals or internal estimates.

In accordance with GAAP, the Company does not amortize goodwill or indefinite-lived intangible assets. Management evaluates the remaining useful life of an intangible asset that is not being amortized each reporting period to determine whether events and circumstances continue to support an indefinite useful life. If an intangible asset that is not being amortized is subsequently determined to have a finite useful life, it is amortized prospectively over its estimated remaining useful life. Amortizable intangible assets, including tradenames and non-compete agreements, are amortized on a straight-line basis over 3 to 10 years. Customer relationships are amortized on a straight-line basis over 12 to 15 years.

The Company tests goodwill for impairment annually as of May 31 or if an event occurs or circumstances change that indicate that the fair value of the entity, or the reporting unit, may be below its carrying amount (a "triggering event"). Whenever events or circumstances change, entities have the option to first make a qualitative evaluation about the likelihood of goodwill impairment. If impairment is deemed more likely than not, management would perform the two-step goodwill impairment test. Otherwise, the two-step impairment test is not required. In assessing the qualitative factors, the Company assessed relevant events and circumstances that may impact the fair value and the carrying amount of the reporting unit. The identification of the relevant events and circumstances and how these may impact a reporting unit's fair value or carrying amount involve significant judgements and assumptions. The judgement and assumptions include the identification of macroeconomic conditions, industry and market considerations, overall financial performance, Company specific events and share price trends, an assessment of whether each relevant factor will impact the impairment test positively or negatively, and the magnitude of such impact.

If a quantitative assessment is performed, a reporting unit's fair value is compared to its carrying value. A reporting unit's fair value is determined based upon consideration of various valuation methodologies, including the income approach, which utilizes projected future cash flows discounted at rates commensurate with the risks involved and multiples of current and future earnings. If the fair value of a reporting unit is less than its carrying amount, an impairment charge is recognized for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized cannot exceed the total amount of goodwill allocated to that reporting unit.

We test goodwill for impairment annually in the fiscal fourth quarter or whenever events or circumstances indicate the carrying value may not be recoverable. For the year ended May 31, 2022 and 2021 the Company conducted its annual review of impairment of goodwill and intangible assets and no impairment was identified.

**Impairment of Long-Lived Assets**

Long-lived assets are comprised of intangible assets and property and equipment. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. An estimate of undiscounted future cash flows produced by the asset, or the appropriate grouping of assets, is compared to the carrying value to determine whether an impairment exists, pursuant to the provisions of FASB ASC 360-10 *"Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of"*. If an asset is determined to be impaired, the loss is measured based on quoted market prices in active markets, if available. If quoted market prices are not available, the estimate of fair value is based on various valuation techniques, including a discounted value of estimated future cash flows and fundamental analysis. The Company reports an asset to be disposed of at the lower of its carrying value or its estimated net realizable value. The Company did not record any impairment for the years ended May 31, 2022 and 2021, as there were no triggering events or changes in circumstances that indicate that the carrying amount of an asset may not be recoverable.

**Derivative Liability**

On December 10, 2021, the Company entered into an amended securities exchange agreement with the holders of convertible notes to exchange all Convertible Notes of the Company into shares of the newly created Convertible Preferred Stock Series C and D. For additional information on the exchange agreement see Note 5, Financing Arrangements.

Similar to the existing Convertible Preferred Stock Series A, these preferred stocks featured anti-dilution provision that expire on a certain date. Management has determined the anti-dilution provision embedded in preferred stock Series A, C and D is required to be accounted for separately from the preferred stock as a derivative liability and recorded at fair value. Separation of the anti-dilution option as a derivative liability is required because its economic characteristics are considered more akin to an equity instrument and therefore the anti-dilution option is not considered to be clearly and closely related to the economic characteristics of the preferred stock.

The Company has identified and recorded derivative instruments arising from an anti-dilution provision in the Company's Series A, Series C, and Series D Preferred Stock during the quarter ended February 28, 2022. The Company recorded $12.4 million of derivative liabilities measured at fair value as of May 31, 2022 on its balance sheet. Derivative liability related to Preferred Convertible Stock Series A was immaterial as of May 31, 2021.

An embedded derivative liability is representing the rights of holders of Convertible Preferred Stock Series A, C and D to receive additional common stock of the Company upon issuance of any additional common stock by the Company prior to qualified financing event as defined in the agreement. Each reporting period, the embedded derivative liability, if material, would be adjusted to reflect fair value at each period end with changes in fair value recorded in the "Change in fair value of embedded derivative liability" financial statement line item of the company's statements of operations. The Company recorded change in fair value of $4,020,698 on the consolidated statements of operations.

| | Level 1 | Level 2 | Level 3 |
|---|---|---|---|
| Derivative liabilities as June 1, 2021 | $ - | $ - | $ - |
| Addition | - | - | 8,417,296 |
| Changes in fair value | - | - | 4,020,698 |
| Derivative liabilities as May 31, 2022 | $ - | $ - | $ 12,437,994 |

The underlying value of the anti-dilution provision is calculated from estimating the probability and value of a potential raise. The model used estimates the potential that the company completes a capital raise prior to the expiration of the anti-dilution feature and determines the value of the anti-dilution feature given these assumptions. The model requires the use of certain assumptions. These assumptions include probability a raise is completed, probability certain anti-dilution features are extended, estimated raise amount, term to a raise, and an appropriate risk-free interest rate.

The key inputs into the model were as follows:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Risk-free interest rate | 1.6% | 0.7% |
| Probability of capital raise | 53.9% | 10% |
| Estimated capital raise amount | $ 39,000,000 | $ 2,400,000 |
| Estimated time to capital raise | 0.5 years | 1.0 years |

**Income Taxes**

The Company files a consolidated income tax return for federal and most state purposes.

Management has determined that there are no uncertain tax positions that would require recognition in the consolidated financial statements. If the Company were to incur an income tax liability in the future, interest and penalties on any income tax liability would be reported as interest expense. Management's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based on ongoing analysis of tax laws, regulations, and interpretations thereof as well as other factors.

The Company uses the assets and liability method of accounting for deferred income taxes. Deferred income tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the balance sheet carrying amounts of existing assets and liabilities and their respective tax basis. The Company regularly evaluates the need for a valuation allowance related to the deferred tax asset.

**Revenue Recognition**

The Company adopted ASC 606, *Revenue from Contracts with Customers*. Under ASC 606, revenue is recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration the Company expects to receive in exchange for services. The Company recognizes revenue upon meeting each performance obligation based on the allocated amount of the total consideration of the contract to each specific performance obligation.

To determine revenue recognition, the Company applies the following five steps:

1. Identify the contract(s) with a customer;
2. Identify the performance obligations in the contract;
3. Determine the transaction price;
4. Allocate the transaction price to the performance obligations in the contract; and
5. Recognize revenue as or when the performance obligation is satisfied.

Revenue is recognized as follows:

i. Freight income - export sales

Freight income from the provision of air, ocean, and land freight forwarding services are recognized over time based on a relative transit time basis thru the sail or departure from origin port. The Company is the principal in these transactions and recognizes revenue on a gross basis.

ii. Freight income - import sales

Freight income from the provision of air, ocean, and land freight forwarding services are recognized over time based on a relative transit time basis thru the delivery to the customer's designated location. The Company is the principal in these transactions and recognizes revenue on a gross basis.

iii. Customs brokerage and other service income

Customs brokerage and other service income from the provision of other services are recognized at the point in time the performance obligation is met.

The Company's business practices require, for accurate and meaningful disclosure, that it recognizes revenue over time. The "over time" policy is the period from point of origin to arrival of the shipment at US Port of entry (or in the case when the customer requires delivery to a designated point, the arrival at that delivery point). This over time policy requires the Company to make significant judgements to recognize revenue over the estimated duration of time from port of origin to arrival at port of entry. The point in the process when the Company meets its obligation in the port of entry and the subsequent transfer of the goods to the customer is when the customer has the obligation to pay, has taken physical possession, has legal title, risk and awards (ownership) and has accepted the goods. The Company has elected to not disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied as of the end of the period as the Company's contracts with its customers have an expected duration of one year or less.

The Company uses independent contractors and third-party carriers in the performance of its transportation services. The Company evaluates who controls the transportation services to determine whether its performance obligation is to transfer services to the customer or to arrange for services to be provided by another party. The Company determined it acts as the principal for its transportation services performance obligation since it is in control of establishing the prices for the specified services, managing all aspects of the shipments process and assuming the risk of loss for delivery and collection.

Revenue billed prior to realization is recorded as contract liabilities on the consolidated balance sheets and contract costs incurred prior to revenue recognition are recorded as contract assets on the consolidated balance sheets.

*Contract Assets*

Contract assets represent amounts for which the Company has the right to consideration for the services provided while a shipment is still in-transit but for which it has not yet completed the performance obligation and has not yet invoiced the customer. Upon completion of the performance obligations, which can vary in duration based upon the method of transport and billing the customer, these amounts become classified within accounts receivable - trade.

*Contract Liabilities*

Contract liabilities represent the amount of obligation to transfer goods or services to a customer for which consideration has been received.

Significant Changes in Contract Asset and Contract Liability Balances for the year ended May 31, 2022:

| | Contract Assets Increase (Decrease) | Contract Liabilities (Increase) Decrease |
|---|---|---|
| Reclassification of the beginning contract liabilities to revenue, as the result of performance obligation satisfied | $ - | $ - |
| Cash Received in advance and not recognized as revenue | - | 468,209 |
| Reclassification of the beginning contract assets to receivables, as the result of rights to consideration becoming unconditional | (10,491,045) | - |
| Contract assets recognized | 18,038,312 | - |
| **Net Change** | $ 7,547,267 | $ 468,209 |

There were no changes in contract assets or liabilities as of May 31, 2021.

*Disaggregation of Revenue from Contracts with Customers*

The following table disaggregates gross revenue from our clients (all US based) by significant geographic area for the years ended May 31, 2022 and 2021, based on origin of shipment (imports) or destination of shipment (exports):

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| China, Hong Kong & Taiwan | $ 343,370,279 | $ 186,932,382 |
| Southeast Asia | 422,869,068 | 104,475,697 |
| United States | 39,362,326 | 31,452,041 |
| India Sub-continent | 161,841,791 | 28,164,102 |
| Other | 47,043,216 | 20,863,050 |
| Total revenue | $ 1,014,486,680 | $ 371,887,272 |

**Segment Reporting**

Based on the guidance provided by ASC Topic 280, *Segment Reporting*, management has determined that the Company currently operates in one geographical segment and consists of a single reporting unit given the similarities in economic characteristics between its operations and the common nature of its products, services and customers.

**Earnings per Share**

The Company adopted ASC 260, *Earnings per share,* guidance from the inception. Earnings per share ("EPS") is the amount of earnings attributable to each share of common stock. For convenience, the term is used to refer to either earnings or loss per share. Basic EPS is computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding, including warrants exercisable for less than a penny, (the denominator) during the period. Income available to common stockholders shall be computed by deducting both the dividends declared in the period on preferred stock (whether or not paid) and the dividends accumulated for the period on cumulative preferred stock (whether or not earned) from income from continuing operations (if that amount appears in the consolidated statements of operations) and also from net income. The computation of diluted EPS is similar to the computation of basic EPS except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

The following table provides a reconciliation of the numerator and denominator used in computing basic and diluted net income attributable to common stockholders per common share.

The following table provides a reconciliation of the numerator and denominator used in computing basic and diluted net income attributable to common stockholders per common share.

| | For the Year Ended | |
|---|---|---|
| | **May 31, 2022** | **May 31, 2021** |
| Numerator: | | |
| Net income (loss) available for common shareholders | $ (1,031,171) | 1,725,497 |
| Effect of dilutive securities: | - | 1,350,389 |
| | | |
| Diluted net (loss) income available for common shareholders | $ (1,031,171) | $ 3,075,886 |
| | | |
| Denominator: | | |
| Weighted average common shares outstanding – basic | 605,817,180 | 1,408,941,722 |
| | | |
| Dilutive securities: | | |
| Series A Preferred | - | 1,316,157,000 |
| Series B Preferred | - | 5,499,034,800 |
| Convertible notes | - | 1,806,230,539 |
| Warrants | - | - |
| Series C Preferred | - | - |
| Series D Preferred | - | - |
| | | |
| Weighted average common shares outstanding and assumed conversion – diluted | 605,817,180 | 10,030,364,061 |
| | | |
| Basic net (loss) income available for common shareholders per common share | $ (0.00) | $ 0.00 |
| | - | |
| Diluted net (loss)income available for common shareholders per common share | $ (0.00) | $ 0.00 |

The Company has excluded the following shares as of May 31, 2022, because they are antidilutive:

| | **May 31, 2022** |
|---|---|
| Weighted average common shares outstanding – basic | 605,817,180 |
| Series A Preferred | 1,233,209,295 |
| Series B Preferred | 5,373,342,576 |
| Series C Preferred | 1,206,351,359 |
| Series D Preferred | 1,174,935,959 |
| Weighted average common shares outstanding and assumed conversion – diluted | 9,593,656,369 |

**Leases**

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02 *"Leases"* (Topic 842) which amended guidance for lease arrangements to increase transparency and comparability by providing additional information to users of financial statements regarding an entity's leasing activities. Subsequent to the issuance of Topic 842, the FASB clarified the guidance through several ASUs; hereinafter the collection of lease guidance is referred to as ASC 842. The revised guidance seeks to achieve this objective by requiring reporting entities to recognize lease assets and lease liabilities on the balance sheet for substantially all lease arrangements.

During the period ended May 31, 2020, the Company adopted ASC 842 upon inception and recognized a right of use ("ROU") asset and liability in the consolidated balance sheet in the amount of $4,770,280 related to the operating lease for office and warehouse space.

For leases in which the acquiree is a lessee, the Company shall measure the lease liability at the present value of the remaining lease payments, as if the acquired lease were a new lease of the Company at the acquisition date. The Company shall measure the right-of-use asset at the same amount as the lease liability as adjusted to reflect favorable and unfavorable terms of the lease when compared with market terms. The values of the leases acquired in the business acquisition discussed in Note 2 were representative of fair value at the acquisition date and no favorable or unfavorable terms were noted.

The Company adopted the package of practical expedients that allows it to (i) not reassess whether an arrangement contains a lease, (ii) carry forward its lease classification as operating or capital leases, (iii) not to apply the recognition requirements in ASC 842 to short-term leases, (iv) not record a right of use asset or right of use liability for leases with an asset or liability balance that would be considered immaterial. and (v) not reassess its previously recorded initial direct costs. In addition, the Company elected the practical expedient to not separate lease and non-lease components, and therefore both components are accounted for and recognized as lease components.

The Company determines if an arrangement is a lease at inception. Right-of-use assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. All ROU assets and lease liabilities are recognized at the commencement date at the present value of lease payments over the lease term. ROU assets are adjusted for lease incentives and initial direct costs. The lease term includes renewal options exercisable at the Company's sole discretion when the Company is reasonably certain to exercise that option. As the Company's leases generally do not have an implicit rate, the Company uses an estimated incremental borrowing rate based on borrowing rates available to them at the commencement date to determine the present value. Certain of our leases include variable payments, which may vary based upon changes in facts or circumstances after the start of the lease. The Company excludes variable payments from ROU assets and lease liabilities, to the extent not considered fixed, and instead expenses variable payments as incurred. Lease expense is recognized on a straight-line basis over the lease term and is included in rent and occupancy expenses in the consolidated statements of operations.

**Stock-Based Compensation**

The Company accounts for stock-based compensation in accordance with ASC Topic 718, "*Compensation – Stock Compensation"* (*"ASC 718"*), which establishes financial accounting and reporting standards for stock-based employee compensation. It defines a fair value-based method of accounting for an employee stock option or similar equity instrument. The Company accounts for compensation cost for stock option plans in accordance with ASC 718.

The Company recognizes all forms of share-based payments, including stock option grants, warrants and restricted stock grants, at their fair value on the grant date, which are based on the estimated number of awards that are ultimately expected to vest.

Share-based payments, excluding restricted stock, are valued using a Black-Scholes option pricing model. Grants of share-based payment awards issued to non-employees for services rendered have been recorded at the fair value of the share-based payment, which is the more readily determinable value. The grants are amortized on a straight-line basis over the requisite service periods, which is generally the vesting period. If an award is granted, but vesting does not occur, any previously recognized compensation cost is reversed in the period related to the termination of service. Stock-based compensation expenses are included in costs and operating expenses depending on the nature of the services provided in the consolidated statements of operations.

For the year ended May 31, 2022 and May 2021, share-based compensation amounted to $0 and $91,666 for services provided.

**Advertising and Marketing**

All costs associated with advertising and marketing of the Company products are expensed during the period when the activities take place and are included in selling and promotion on the consolidated statements of operations.

**Convertible Debt**

The Company accounts for Convertible Debt based on the guidance in ASC 470, *"Debt with Conversion and Other Options"* ("ASC 470"). As such all convertible debt instruments that separated into debt and an equity component based on the beneficial conversion feature ("BCF") amount determined on the in-the-money amount of the conversion option. BCF is recorded in additional paid -in – capital with corresponding discount on the debt liability amortized to interest expense over the life of the debt instrument. There is no subsequent remeasurement of the amount recorded in equity while discount is amortized in the same manner as nonconvertible debt. See Note 7, Financing Arrangements for Convertible Notes outstanding and the associated unamortized discounts.

**Sequencing Policy**

Under ASC 815-40-35, *"Derivatives and Hedging – Contracts in Entity's Own Equity"* ("ASC 815"), the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares as a result of certain securities with a potentially indeterminable number of shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares. Pursuant to ASC 815, issuance of securities to the Company's employees or directors are not subject to the sequencing policy.

**Reclassifications**

Certain prior period amounts have been reclassified to conform to the current year's presentation.

**Recently Issued Accounting Pronouncements**

In August 2020, the FASB issued ASU 2020-06, Debt—"*Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity"*. This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity's own equity, and also improves and amends the related EPS guidance for both Subtopics. ASU 2020-06 is effective for public business entities, other than smaller reporting companies as defined by the SEC starting January 1, 2022. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the potential impact of this standard on its consolidated financial statements.

## 2. PROPERTY AND EQUIPMENT

Major classifications of property and equipment are summarized below as of May 31, 2022 and 2021.

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Furniture and fixtures | $ 102,062 | $ 84,085 |
| Computer equipment | 159,674 | 108,479 |
| Software | 30,609 | 27,780 |
| Leasehold improvements | 27,146 | 27,146 |
| | 319,491 | 247,490 |
| Less: accumulated depreciation | (130,602) | (55,398) |
| | $ 188,889 | $ 192,092 |

Depreciation expense charged to income for the years ended May 31, 2022 and May 31, 2021 amounted to $75,204 and $58,384.

## 4. GOODWILL

The carrying amount of goodwill was $4,463,129 at May 31, 2022 and 2021. On February 19, 2021, the Company and UL HK agreed to reduce an existing $325,000 note assumed by the Company in the May 29, 2020 as part of the acquisition.

| | | |
|---|---|---|
| Beginning balance June 1, 2020 | $ | 4,788,129 |
| Measurement Period Adjustment | | (325,000) |
| Ending balance May 31, 2021 and 2022 | $ | 4,463,129 |

## 5. INTANGIBLE ASSETS

Intangible assets consist of the following at May 31, 2022 and 2021:

| | | May 31, 2022 | | May 31, 2021 |
|---|---|---|---|---|
| Trade names / trademarks | $ | 806,000 | $ | 806,000 |
| Customer relationships | | 7,633,000 | | 7,633,000 |
| Non-compete agreements | | 313,000 | | 313,000 |
| | | 8,752,000 | | 8,752,000 |
| Less: Accumulated amortization | | (1,414,296) | | (707,147) |
| | $ | 7,337,704 | $ | 8,044,853 |

Amortizable intangible assets, including tradenames and non-compete agreements, are amortized on a straight-line basis over 3 to 10 years. Customer relationships are amortized on a straight-line basis over 12 to 15 years. For the year ended May 31, 2022 and 2021, amortization expense related to the intangible assets was $707,149 and $707,147. As of May 31, 2022, the weighted average remaining useful lives of these assets were 7.33 years.

Estimated amortization expense for the next five years and thereafter is as follows:

| Twelve Months Ending May 31, | |
|---|---|
| 2023 | 637,592 |
| 2024 | 637,592 |
| 2025 | 637,591 |
| 2026 | 602,814 |
| 2027 | 602,814 |
| Thereafter | 4,219,301 |
| | $ 7,337,704 |

## 6. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of the following at May 31, 2022 and 2021:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Accrued salaries and related expenses | $ 625,000 | $ 672,455 |
| Accrued sales and marketing expense | 2,383,500 | 539,810 |
| Accrued professional fees | 1,350,170 | 75,000 |
| Accrued income tax | 559,544 | 256,286 |
| Accrued overdraft liabilities | 681,058 | 790,364 |
| Other accrued expenses and current liabilities | 66,887 | 50,000 |
| | $ 5,666,159 | $ 2,383,915 |

## 7. FINANCING ARRANGEMENTS

Financing arrangements on the consolidated balance sheets consists of:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Revolving Credit Facility | $ 38,141,451 | $ - |
| Promissory note (PPP) | - | 358,236 |
| Promissory notes (EIDL) | - | 150,000 |
| Notes payable | 608,333 | 2,528,886 |
| Convertible notes – net of discount | - | 2,441,551 |
| | 38,749,784 | 5,478,673 |
| Less: current portion | (38,749,784) | (2,285,367) |
| | $ - | $ 3,193,306 |

**Revolving Credit Facility**

On June 1, 2021, the Company entered into a Revolving Purchase, Loan and Security Agreement (the "TBK Agreement") with TBK BANK, SSB, a Texas State Savings Bank ("Purchaser"), for a facility under which Purchaser will, from time to time, buy approved receivables from the Seller. The TBK Agreement provides for Seller to have access to the lesser of (i) $30 million ("Maximum Facility") and (ii) the Formula Amount (as defined in the TBK Agreement). Upon receipt of any advance, Seller agreed to sell and assign all of its rights in accounts receivables and all proceeds thereof. Seller granted to Purchaser a continuing ownership interest in the accounts purchased under the Agreement. Seller granted to Purchaser a continuing first priority security interest in all of Seller's assets. The facility is for an initial term of twenty-four (24) months (the "Term") and may be extended or renewed, unless terminated in accordance with the TBK Agreement. The TBK Agreement replaced the Company's prior agreement with Corefund Capital, LLC ("Core") entered into on May 29, 2020, pursuant to which Core agreed to purchase from the Company up to an aggregate of $25 million of accounts receivables (the "Core Facility").

The Core Facility provided Core with security interests in purchased accounts until the accounts have been repurchased by the Company or paid by the customer. As of June 1, 2021, the Core Facility has been terminated along with all security interests granted to Core and replaced with the TBK Agreement. This facility temporarily renewed on June 17, 2021, under the same terms and conditions as the original agreement and the credit line was set at $2.0 million and terminated again on August 31, 2021, after the Company repurchased all its factored accounts receivable.

On August 4, 2021, the parties to the TBK Agreement entered into a First Amendment Agreement to increase the credit facility from $30.0 million to $40.0 million during the Temporary Increase Period, the period commencing on August 4, 2021, through and including December 2, 2021, with all other terms of the original TBK Agreement remained unchanged.

On September 17, 2021, the parties to the TBK Agreement entered into a Second Amendment to the TBK Agreement to temporarily increase the credit facility from $40.0 million to $47.5 million for the period commencing on August 4, 2021, through and including January 31, 2022.

On January 31, 2022, the parties to the TBK Agreement entered into a Third Amendment to the TBK Agreement to permanently increase the credit facility from $40.0 million to $47.5 million.

On April 14, 2022, the parties to the TBK Loan Agreement entered into a Forth Amendment to temporarily increase the credit facility from $47.5 million to $57.5 million from April 15, 2022 through October 31, 2022 (See Subsequent Events Note 11)

**Purchase Money Financing**

On September 8, 2021 (the "Effective Date"), the Company entered into a Purchase Money Financing Agreement (the "Financing Agreement") with Corefund Capital, LLC ("Corefund") in order to enable the Company to finance additional cargo charter flights for the peak shipping season.

Pursuant to the Financing Agreement, the Company may, from time to time, request financing from Corefund to enable the Company to engage Company's suppliers to provide chartered cargo flights for the Company's clients. The Company may also request that Corefund tender payments directly to a supplier. Corefund requires payments from a buyer to be made to a Deposit Account Control Agreement account at an agreed upon bank where Corefund is the sole director and accessor to the account for the term of the relationship.

The fees and interest related to CoreFund purchase money financing are included in the interest expense on the statement of operations. The fee paid to CoreFund for the year ended May 31, 2022 were approximately $1.0 million.

**Promissory Note (PPP)**

The Company's wholly-owned subsidiaries received proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the CARES Act, provided for loans to qualifying business for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The PPP Loan ("Note") and accrued interest are forgivable after twenty-four weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities and maintains its payroll levels. The amount of forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight-week period.

During April and May 2020, the UL US Entities received aggregate proceeds of $1,646,062 through this program. The promissory notes mature for dates ranging from April 2022 through May 2022. As of May 31, 2022 and 2021, the outstanding balance due under these promissory notes was $0 and $358,236, respectively.

The interest rate on the above PPP notes is 1.0% per annum, with interest accruing on the unpaid principal balance computed on the basis of the actual number of days elapsed in a year of 360 days. No payments of principal or interest are due during the six-month period beginning on the date of the Note ("Deferral Period").

As noted above, the principal and accrued interest under the Note evidencing the PPP Loans are forgivable after twenty-four weeks as long the Company has used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the Company terminates employees or reduces salaries during the twenty-four-week period. The Company used the proceeds for purposes consistent with the PPP. In order to obtain full or partial forgiveness of the PPP Loan, the Company must request forgiveness and must provide satisfactory documentation in accordance with applicable Small Business Administration ("SBA") guidelines. Interest payable on the Note may be forgiven only if the SBA agrees to pay such interest on the forgiven principal amount of the Note. The Company will be obligated to repay any portion of the principal amount of the Note that is not forgiven, together with interest accrued and accruing thereon at the rate set forth above, until such unforgiven portion is paid in full.

Beginning one month following expiration of the Deferral Period and continuing monthly until 24 months from the date of the Note (the "Maturity Date"), the Company is obligated to make monthly payments of principal and interest to the Lender with respect to any unforgiven portion of the Note, in such equal amounts required to fully amortize the principal amount outstanding on the Note as of the last day of the Deferral Period by the Maturity Date. The Company is permitted to prepay the Note at any time without payment of any premium.

During January 2021, the PPP notes, which were assumed without recourse in the May 2020 acquisition (see Note 2) were utilized for eligible purposes under the terms of the agreements and were forgiven after the expiration of the twenty four week period discussed above. The total amount forgiven was $1,646,062 and is included in gain on forgiveness of promissory notes on the consolidated statements of operations.

On March 9, 2021, the Company was granted an SBA loan (the "Loan") by Century Bank in the aggregate amount of $358,236, pursuant to the second round of the Paycheck Protection Program (the "PPP") under the CARES Act. The Loan, which was in the form of a note, matures on March 5, 2026 and bears interest at a rate of 1% per annum. The Loan is payable in equal monthly instalments after the Deferral Period which ends on the day of the Forgiveness Deadline. The Note may be prepaid by the Borrower at any time prior to maturity with no prepayment penalties. The funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, and utilities. The Company intends to use the entire Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. As of May 31, 2021 , the outstanding balance was $358,236, and the full amount was forgiven as of May 31, 2022.

**Promissory Note (EIDL)**

Pursuant to a certain Loan Authorization and Agreement (the "SBA Loan Agreement") in June 2020, the Company securing a loan (the "EIDL Loan") with a principal amount of the EIDL Loan of $150,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 3.75% per annum and will accrue only on funds advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning June 2021. The balance of principal and interest is payable thirty years from the date of the SBA Note. The note had an outstanding balance of $150,000 as of May 31, 2021. As of May 31, 2022 this note was fully repaid.

**Notes Payable**

On May 29, 2020, the Company entered into a $1,825,000 note payable as part of the acquisition related to UL ATL. The loan bears a zero percent interest rate and has a maturity of three years, or May 29, 2023. The agreement calls for six semi-annual payments of $304,166.67, for which the first payment was due on November 29, 2020. As of May 31, 2022 and 2021, the outstanding balance due under the note was $608,333 and $1,216,667, respectively.

On May 29, 2020, the Company entered into a non-compete, non-solicitation and non-disclosure agreement with a former owner of ATL. The amount payable under the agreement is $500,000 over a three-year period. The agreement calls for twenty-four monthly non-interest bearing payments of $20,833.33 with the first payment on June 29, 2020. As of May 31, 2022 and 2021, the outstanding balance due under the agreement was $0 and $250,004, respectively.

**Promissory Note**

On March 19, 2021 (the "Effective Date"), Unique Logistics International, Inc. (the "Company") issued to an accredited investor (the "Investor") a 10% promissory note in the principal aggregate amount of $1,000,000 (the "Note"). The Company received aggregate gross proceeds of $1,000,000. The purpose of the funds is to augment working capital resulting from a surge in business and new customer acquisition. The Note matures on the date that is thirty (30) days following the Effective Date (the "Maturity Date"). The Note bears interest at a rate of ten percent (10%) per annum (the "Interest Rate"). The Company may prepay the Note without penalty.

As of May 31, 2021, the outstanding balance due under the agreement was $1,062,215. On May 31, 2022, this note was paid in full.

**Convertible Notes Payable**

*Trillium SPA*

On October 8, 2020, the Company entered into a Securities Purchase Agreement (the "Trillium SPA") with Trillium Partners ("Trillium") pursuant to which the Company sold to Trillium (i) a 10% secured subordinated convertible promissory note in the principal aggregate amount of $1,111,000 (the "Trillium Note") realizing gross proceeds of $1,000,000 (the "Proceeds") and (ii) a warrant to purchase up to 570,478,452 shares of the Company's common stock at an exercise price of $0.001946, subject to adjustment as provided therein (the "Trillium Warrant"). The Trillium Note was to mature on October 6, 2021 and is convertible at any time. The Company shall pay interest on a quarterly basis in arrears.

The Company initially determined the fair value of the warrant and the beneficial conversion feature of the note using the Black-Scholes model and recorded an adjustment to the carrying value of the note liability with an equal and offsetting adjustment to Stockholders' Equity.

The note was amended on October 14, 2020, to adjust the conversion price to $0.00179638. Upon amendment, the Company accounted for the modification as debt extinguishment and recorded a loss in the statement of operations for the period ended November 30, 2020.

On June 1, 2021, this Note maturity was extended to October 6, 2022.

On August 19, 2021, Trillium entered into a Securities Exchange Agreement and on December 10, 2021 into an amended Securities Exchange Agreement, as discussed below. Upon effectiveness of these agreements, Trillium Note was exchanged for Preferred Stock Series D.

During the year ended May 31, 2022, a noteholder converted $131,759 of principal and interest of the convertible note into 73,346,191 shares of the Company's common stock at a rate of $0.00179640 per share. As of May 31, 2022 and 2021, the outstanding balance on the Trillium Note was $0 and $1,104,500. The note did not have a discount related to a beneficiary conversion feature, due to modification of this Note in November of 2020, when this debt discount was recorded as a loss on extinguishment of debt.

*3a SPA*

On October 14, 2020, the Company entered into a Securities Purchase Agreement (the "3a SPA") with 3a Capital Establishment ("3a") pursuant to which the Company sold to 3a (i) a 10% secured subordinated convertible promissory note in the principal aggregate amount of $1,111,000 (the "3a Note") realizing gross proceeds of $1,000,000 (the "Proceeds") and (ii) a warrant to purchase up to 570,478,452 shares of the Company's common stock at an exercise price of $0.001946, subject to adjustment as provided therein (the "3a Warrant"). The 3a Note matures on October 6, 2021 (the "Maturity Date") and is convertible at any time.

The Company determined the fair value of the warrant using the Black-Scholes model and recorded an adjustment to the carrying value of the note liability with an equal and offsetting adjustment to Stockholders Equity. The warrant had a grant date fair value of $563,156 and the beneficial conversion feature was valued at $436,844.

On June 1, 2021, this Note maturity was extended to October 6, 2022. Upon this amendment the Company accounted for this modification as debt extinguishment and recorded a net gain of $383,819 in the consolidated statements of operations for the period ended November 30, 2021.

On August 19, 2021, 3A entered into a Securities Exchange Agreement and on December 10, 2021 into an amended Securities Exchange Agreement, as discussed below. Upon effectiveness of these agreements, 3A Note was exchanged for Preferred Stock Series C.

As of May 31, 2022 and 2021 the total unamortized debt discount related to the 3a SPA was $0 and $391,757, respectively. During the year ended May 31, 2022, the Company recorded amortization of debt discount totalling $285,048.

During the year ended May 31, 2022, the noteholder converted $113,172 in convertible notes into 63,000,000 shares of the Company's common stock at a rate of $0.00179638 per share. As of May 31, 2022 and 2021, the outstanding principal balance on the 3a Note was $0 and $1,111,000, respectively.

*Trillium and 3a January Convertible Notes*

On January 28, 2021, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with Trillium Partners LP ("Trillium") and 3a Capital Establishment ("3a" together with Trillium, the "Investors") pursuant to which the Company sold to each of the Investors (i) a 10% secured subordinated convertible promissory note in the principal aggregate amount of $916,666 or $1,833,333 in the aggregate (each a "Note" and together the "Notes") realizing gross proceeds of $1,666,666 (the "Proceeds").

The Notes mature on January 28, 2022 (the "Maturity Date") and are convertible at any time. The conversion price of the Note is $0.0032 (the "Conversion Price"). The Company determined the fair value of the warrant using the Black-Scholes model and recorded an adjustment to the carrying value of the note liability with an equal and offsetting adjustment to Stockholders Equity. The beneficial conversion feature for both Notes was valued at $1,666,666.

On June 1, 2021, maturity of these Notes was extended to January 28, 2023. Upon this amendment the Company accounted for this modification as debt extinguishment and recorded a net gain of $247,586.

As of May 312021, the outstanding balance on these convertible notes was $1,833,334.

On August 19, 2021, Investors entered into a Securities Exchange Agreement and on December 10, 2021 into an amended Securities Exchange Agreement, as discussed below. Upon effectiveness of these agreements, Trillium and 3a January Convertible Notes were exchanged for Preferred Stocks Series C and D.

During the year ended May 31, 2022, the Company recorded amortization of debt discount totaling $491,467.

*Covenants*

As of May 31, 2022 the Company was in full compliance with all covenants and debt agreements. As of May 31, 2021, the Company was in compliance with all covenants and debt agreements, except for Trillium and 3a where the Company was deemed to be in default due to a violation of several covenants. On January 29, 2021, the Company and the investors (Trillium and 3a) entered into a waiver agreement which waived any and all defaults underlying the 3a, Trillium and 3a SPA's and the Trillium and 3a Notes for a period of six months. Subsequently, the Company signed the Securities Exchange Agreement extending this waiver as described below.

*Securities Exchange Agreements*

On August 19, 2021, the Company entered into a securities exchange agreement (the "Exchange Agreement") with the investors (Trillium and 3a) holding the above listed notes and warrants of the Company (each, including its successors and assigns, a "Holder" and collectively the "Holders"). Pursuant to the Exchange Agreement, the Company agreed to issue, and the Holders agreed to acquire the New Securities (as defined herein) in exchange for the Surrendered Securities (the "Old Notes" defined as October and January Notes and Warrants in the Exchange Agreement). "New Securities" means a number of Exchange Shares (as defined in the Exchange Agreement) determined by applying the Exchange Ratio (as defined in the Exchange Agreement) upon consummation of a registered public offering of shares of the Company's Common Stock (and warrants if included in such financing), at a valuation of not less than $200,000,000.00 pre-money, pursuant to which the Company receives gross proceeds of not less than $20,000,000 and the Company's Trading Market is a National Securities Exchange (the "Qualified Financing").

In the event the number of Exchange Shares would result in the Holder beneficially owning more than the Beneficial Ownership Limitation (as defined in the Exchange Agreement), all such Exchange Shares in excess of the Beneficial Ownership Limitation shall be issued as a number of shares of newly created Series C Convertible Preferred Stock

The closing will occur on the Trading Day on which all of the Transaction Documents (as defined in Exchange Agreement) have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Holders' obligations to tender the Surrendered Securities at such Closing, and (ii) the Company's obligations to deliver the New Securities, in each case, have been satisfied or waived (the "Closing Date").

*Amended Securities Exchange Agreement*

On December 10, 2021, the Company entered into an amended securities exchange agreement Trillium and 3A (the "Holders") holding convertible notes, issued by the Company, in the aggregate remaining principal amount of $3,861,160 plus interest; and warrants to purchase an aggregate of 1,140,956,904 shares of common stock of the Company. Pursuant to the Amended Exchange Agreement, the Company agreed to issue, and the Holders agreed to acquire, in exchange for the Surrendered Securities shares of the newly created Series C Convertible Preferred Stock, par value $0.001 per share and shares of Series D Convertible Preferred Stock, par value $0.001 per share (the "Series D Preferred", and together with the Series C Preferred, the "Preferred Stock"), of the Company, upon entering into the Exchange Amendment.

In connection with the Amended Exchange Agreement, each of the Holders received that certain number of Preferred Stock equal to one share of Preferred Stock for every $10,000 of Note Value held by such Holder (the "Exchange Ratio"). The Company issued 195 shares of Series C Preferred and 192 shares of Series D Preferred. In the aggregate, each of the Series C Preferred and Series D Preferred may be converted up to an amount of common stock equal to 12.48% of the Company's capital stock on a fully diluted basis, subject to adjustment up to a specified date.

Upon effectiveness of the Amended Exchange Agreement, the Company no longer has any outstanding convertible notes or warrants.

Future maturities related to the above promissory notes, notes payable and convertible notes are $608,333 due during the twelve months ended May 31, 2023.

## 8. RELATED PARTY TRANSACTIONS

As part of the UL HK Transaction and related transactions, the Company assumed the following debt due to related parties:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Due to Frangipani Trade Services [1] | $ 602,618 | $ 903,927 |
| Due to employee [2] | 30,000 | 60,000 |
| Due to employee [3] | 66,658 | 149,996 |
| | 699,276 | 1,113,923 |
| Less: current portion | (301,308) | (397,975) |
| | $ 397,968 | $ 715,948 |

(1) Due to Frangipani Trade Services ("FTS"), an entity owned by the Company's CEO, is due on demand and is non-interest bearing. The principal amount of this Promissory Note bears no interest; provided that any amount due under this Note which is not paid when due shall bear interest at an interest rate equal to six percent (6%) per annum. The principal amount is due and payable in six payments of $150,655 the first payment due on November 30, 2021, with each succeeding payment to be made six months after the preceding payment.

(2) On May 29, 2020, the Company entered into a $90,000 payable with an employee for the acquisition of UL BOS common stock from a previous owner. The payment terms consist of thirty-six monthly non-interest-bearing payments of $2,500 from the date of closing.

(3) On May 29, 2020, the Company entered into a $200,000 payable with an employee for the acquisition of UL BOS common stock from a previous owner. The payment terms consist of thirty-six monthly non-interest-bearing payments of $5,556 from the date of closing.

**Consulting Agreements**

Unique entered into a Consulting Services Agreement on May 29, 2020 for a term of three years with Great Eagle Freight Limited ("Great Eagle" or "GEFD"), a Hong Kong Company (the "Consulting Services Agreement") where the Company pays $500,000 per year until the expiration of the agreement on May 28, 2023. The fair value of the services was determined to be less than the cash payments and the difference was recorded as Other Long Term Liabilities line item on the consolidated balance sheets and amortized over the life of the agreement. The unamortized balances were $282,666 and $565,338 as of May 31, 2022 and 2021, respectively.

**Accounts Receivable - trade and Accounts Payable - trade**

Transactions with related parties account for $3.0 million and $15.2 million of accounts receivable and accounts payable as of May 31, 2022, respectively compared to $1.3 million and $10.8 million of accounts receivable and accounts payable as of May 31, 2021.

**Revenue and Expenses**

Revenue from related party transactions is for export services from related parties or for delivery at place imports nominated by such related parties. For the year ended May 31, 2022, these transactions represented approximately $3.9 million of revenue.

Revenue from related party transactions is for export services from related parties or for delivery at place imports nominated by such related parties. For the year ended May 31, 2021**,** these transactions represented $2.4 million of revenue.

Direct costs are services billed to the Company by related parties for shipping activities. For the year May 31, 2022, these transactions represented approximately $192.8 million of total direct costs.

Direct costs are services billed to the Company by related parties for shipping activities. For the year May 31, 2021, these transactions represented $54.9 million of total direct costs.

## 9. RETIREMENT PLAN

We have two savings plans that qualify under Section 401(k) of the Internal Revenue Code legacy of the predecessor companies. Eligible employees may contribute a portion of their salary into the savings plans, subject to certain limitations. In one of which the Company has the discretionary option of matching employee contributions and in the other the Company matches 20% on the first 100% contribution. In either Plan, employees can contribute 1% to 98% of gross salary up to a maximum permitted by law. The Company recorded expense of $0.1 million and $0.05 million for the year ended May 31, 2022 and 2021, respectively.

## 10. STOCKHOLDERS' EQUITY

**Common Stock**

The Company is authorized to issue 800,000,000 shares of stock, a par value of $0.001 per share.

During the year ended May 31, 2021

- 28,291,180 shares of the Company's common stock were issued to a consultant. The shares have an aggregated fair value of $91,666 which was expensed immediately.

- On October 9, 2020, the Company's Chief Executive Officer converted 30,000 shares of Series B Preferred Stock into an aggregate of 196,394,100 shares of the Company's common stock.

- On April 12, 2021, a noteholder converted $63,692.00 in principal and interest into 35,455,872 shares of the Company's common stock. See Note 7.

During the year ended May 31, 2022:

On August 13, 2021 the Company issued 125,692,224 shares of the Company's common stock pursuant to the conversion of 19,200 shares of Series B Convertible Preferred Stock held by Frangipani Trade Services Inc, an entity 100% owned by the Company's Chief Executive Officer.

On April 5, 2022, a shareholder converted 5 shares of Series D Convertible Preferred Stock into 31,415,400 shares of the Company's common stock.

On June 23, 2021, a noteholder converted $25,842.22 in convertible notes (principal and interest) into 14,385,720 shares of the Company's common stock at a rate of $0.00179638 per share.

On June 28, 2021, a noteholder converted $71,855.20 in convertible notes (principal and interest) into 40,000,000 shares of the Company's common stock at a rate of $0.00179638 per share.

On July 8, 2021, a noteholder converted $15,620.83 in convertible notes (principal and interest) into 8,695,727 shares of the Company's common stock at a rate of $0.00179638 per share.

On August 3, 2021, a noteholder converted $24,418.89 in convertible notes (principal and interest) into 13,593,388 shares of the Company's common stock at a rate of $0.00179638 per share.

On August 9, 2021, a noteholder converted $12,820.83 in convertible notes (principal and interest) into 7,137,037 shares of the Company's common stock at a rate of $0.00179638 per share.

On September 28, 2021, a noteholder converted $53,054.86 in convertible notes (principal and interest) into 29,534,319 shares of the Company's common stock at a rate of $0.00179638 per share.

On October 27, 2021, a noteholder converted $41,317 in convertible notes (principal and interest) into 23,000,000 shares of the Company's common stock at a rate of $0.00179638 per share.

As of May 31, 2022 and 2021, there were 687,196,478 and 393,742,663 shares of Common Stock issued and outstanding, respectively.

**Preferred Shares**

The Company authorized to issue 5,000,000 shares of preferred stock, $0.001 par value per share.

*Series A Convertible Preferred*

The Company has designated 130,000 shares of Series A Convertible Preferred stock and has 130,000 shares issued and outstanding as of May 31, 2022 and 2021, respectively. The holders of Series A Preferred. subject to the rights of holders of shares of the Company's Series B Preferred stock which shares will be pari passu with Series B Preferred in terms of liquidation preference and dividend rights and are subject to an anti-dilution provision, making the holders subject to an adjustment necessary to maintain their agreed upon fully diluted ownership percentage.

*Series B Convertible Preferred*

The Company has designated 870,000 shares of Series B Convertible Preferred stock and has 820,800 and 840,000 shares issued and outstanding as of May 31, 2022 and 2021, respectively. The holders of Series B Preferred, subject to the rights of holders of shares of the Company's Series A Preferred Stock which shares will be pari passu with the Series B Preferred in terms of liquidation preference and dividend rights, shall be entitled to receive, at their option, immediately prior an in preference to any distribution to the holders of the Company's common stock.

*Series C & D Convertible Preferred*

The Company has designated 200 shares of preferred stock each for Series C and D Convertible Preferred Stock. The Company had 195 shares of Series C and 187 shares of Series D Preferred shares issued and outstanding as of May 31, 2022 and none as of May 31, 2021. The holders of the Preferred Stock shall be entitled to receive, upon liquidation, dissolution or winding up of the Company, the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such shares of Preferred Stock if such shares had been converted to common stock immediately prior to such liquidation. In the aggregate, each of the Series C Preferred and Series D Preferred may be converted up to an amount of common stock equal to 12.48% of the Company's capital stock on a fully diluted basis subject to antidilution provision until qualified financing event. (See Note 5 - Amended Securities Exchange Agreement)

Since the anti-dilution provisions exist in the Preferred Stock Series A, C and D, derivative liabilities were recorded on the balance sheet as of May 31, 2022, at fair value (see Note 1, Derivative Liability). As a result of the Company exchanging $3.9 million of convertible notes into Series C and D Preferred Stock, the Company also recognized net loss on the extinguishment of debt of approximately $4.6 million recorded in the financial statements as deemed dividend and $4.3 million net loss on the mark to market of the derivative liability associated with the Series A Preferred Stock recorded in Other Income (Expenses), both reflected in the statement of operations for the year ended May 31, 2022.

**Warrants**

The following is a summary of the Company's warrant activity:

| | Warrants | Weighted Average Exercise Price |
|---|---|---|
| Outstanding – May 31, 2021 | 1,140,956,904 | $ 0.002 |
| Exercisable – May 31, 2021 | 1,140,956,904 | $ 0.002 |
| Cancelled | (1,140,956,904) | $ - |
| Outstanding – May 31, 2022 | - | $ - |
| Exercisable – May 31, 2022 | - | $ - |

On December 10, 2021, the Company entered into an amended securities exchange with two investors holding convertible notes and warrants for Convertible Preferred Stock Series C and D. For additional information on the exchange agreement see Note 5, Financing Arrangements. Upon effectiveness of the amended exchange agreement, as of May 31, 2022 the Company no longer has any outstanding warrants.

## 11. COMMITMENTS AND CONTINGENCIES

***Pending acquisitions***

On April 28, 2022, Unique Logistics International, Inc. (the "Company") entered into a stock purchase agreement (the "Purchase Agreement"), by and between the Company and Unique Logistics Holdings Limited, a Hong Kong corporation (the "Seller"), whereby the Company acquired from the Seller all of Seller's share capital (the "Purchased Shares") in nine (9) of Seller's subsidiaries (collectively the "Subsidiaries") as listed in Schedule I of the Purchase Agreement. As consideration for the Purchased Shares, the Company agreed to (i) pay the Seller $21,000,000 (the "Cash Consideration"); and (ii) issue to the Seller a $1,000,000 promissory note (the "Note" and, together with the Cash Consideration, the "Purchase Price"). The Purchase Price is subject to certain adjustments set forth in the Purchase Agreement.

In addition to the Purchase Price, Seller will be eligible for an additional one-time cash earn-out payment (the "Earn Out Payment"), in the amount of (i) $2,500,000, if the EBITDA of the Purchased Shares, in the aggregate, exceeds $5,000,000 for the one-year period beginning on July 1, 2022 and ending June 30, 2023 (the "Earn Out Period"), or (ii) $2,000,000, if the EBITDA of the Purchased Shares, in the aggregate is equal to or less than $5,000,000 but exceeds $4,500,000, for the Earn Out Period, in each case, to be paid by the Company within 90 days of June 30, 2023.

The transactions contemplated by the Purchase Agreement shall be contingent upon and subject to successful completion of the Company's anticipated public offering of securities (the "Financing"). If the Company is unable to obtain the Financing, the Company may provide written notice to Seller stating that the Company has been unable to obtain the Financing and notify Seller that the Company has elected to either (i) waive the condition of the Financing , in which event the Purchase Agreement will continue as if the Financing had been obtained or (ii) terminate the Purchase Agreement.

***Litigation***

From time to time, the Company may become involved in litigation relating to claims arising in the ordinary course of the business. There are no claims or actions pending or threatened against the Company that, if adversely determined, would in the Company's management's judgment have a material adverse effect on the Company.

***Leases***

The Company leases office space, warehouse facilities and equipment under non-cancellable lease agreements expiring on various dates through October 2028. Office leases contain provisions for future rent increases. The Company adopted ASC 842 from inception, requiring the Company to recognize an asset and liability on the consolidated balance sheets for lease arrangements with terms longer than 12 months. The Company has elected the practical expedient to not apply the recognition requirement to leases with a term of less than one year (short term leases). The Company uses its incremental borrowing rate to discount lease payments to present value. The incremental borrowing rate is based on the estimated interest rate the Company could obtain for borrowing over a similar term of the lease at commencement date. Rental escalations, renewal options and termination options, when applicable, have been factored into the Company's determination of lease payments when appropriate. The Company does not separate lease and non-lease components of contracts. Variable payments related to pass-through costs for maintenance, taxes and insurance or adjustments based on an index such as Consumer Price Index are not included in the measurement of the lease liability or asset and are expensed as incurred.

The components of lease expense were as follows:

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| Operating lease | $ 1,717,807 | $ 1,506,090 |
| Interest on operating lease liabilities | 209,536 | 148,039 |
| Total net lease cost | $ 1,927,343 | $ 1,654,129 |

Supplemental balance sheet information related to leases was as follows:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| Operating leases: | | |
| Operating lease ROU assets – net | $ 2,408,098 | $ 3,797,527 |
| | | |
| Current operating lease liabilities, included in current liabilities | $ 912,618 | $ 1,466,409 |
| Noncurrent operating lease liabilities, included in long-term liabilities | 1,593,873 | 2,431,144 |
| Total operating lease liabilities | $ 2,506,491 | $ 3,897,553 |

Supplemental cash flow and other information related to leases was as follows:

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| ROU assets obtained in exchange for lease liabilities: | | |
| Operating leases | $ 1,805 | $ 223,242 |
| Weighted average remaining lease term (in years): | | |
| Operating leases | 3.88 | 4.04 |
| Weighted average discount rate: | | |
| Operating leases | 4.02% | 4.25% |

As of May 31, 2022, future minimum lease payments under noncancelable operating leases are as follows:

| Future Minimum Payments for the Twelve Months Ending May 31, | |
|---|---|
| 2023 | $ 1,002,244 |
| 2024 | 573,301 |
| 2025 | 448,460 |
| 2026 | 260,309 |
| 2027 | 198,255 |
| Thereafter | 249,406 |
| Total lease payments | 2,731,975 |
| Less: imputed interest | (225,484) |
| Total lease obligations | $ 2,506,491 |

## 12. INCOME TAX PROVISION

The income tax provision consists of the following:

| | May 31, 2022 | May 31, 2021 |
|---|---|---|
| **Federal** | | |
| Current | $ 2,052,526 | $ 521,293 |
| Deferred | (554,294) | (208,560) |
| **State and Local** | | |
| Current | 1,041,298 | 262,576 |
| Deferred | (125,232) | (55,440) |
| **Income tax expense** | $ 2,414,298 | $ 519,869 |

The Company has U.S. federal net operating loss carryovers (NOLs) of approximately none, and $0.1 million as of May 31, 2022 and 2021, respectively, available to offset taxable income through 2021. The Company also had California State Net Operating Loss carry overs of $262,678 as of May 31, 2021 and 2022, available to offset future taxable income through 2041.

In assessing the realization of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon future generation for taxable income during the periods in which temporary differences representing net future deductible amounts become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. For the year ended May 31, 2022, there was no valuation allowance necessary.

The Company evaluated the provisions of ASC 740 related to the accounting for uncertainty in income taxes recognized in an enterprise's financial statements. ASC 740 prescribes a comprehensive model for how a company should recognize, present, and disclose uncertain positions that the Company has taken or expects to take in its tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. Differences between tax positions taken or expected to be taken in a tax return and the net benefit recognized and measured pursuant to the interpretation are referred to as "unrecognized benefits." A liability is recognized (or amount of net operating loss carry forward or amount of tax refundable is reduced) for unrecognized tax benefit because it represents an enterprise's potential future obligation to the taxing authority for a tax position that was not recognized as a result of applying the provisions of ASC 740.

If applicable, interest costs related to the unrecognized tax benefits are required to be calculated and would be classified as "Other expenses – Interest" in the statement of operations. Penalties would be recognized as a component of "General and administrative."

No interest or penalties on unpaid tax were recorded during the year ended May 31, 2022 and no liability for unrecognized tax benefits was required to be reported. The Company does not expect any significant changes in its unrecognized tax benefits in the next year.

The Company's deferred tax assets (liabilities) consisted of the effects of temporary differences attributable to the following:

| Deferred Tax Assets | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| Debt discount liability | $ - | $ 288,555 |
| Allowance for doubtful accounts | 733,139 | 39,414 |
| Contract liability | 230,263 | - |
| Lease liability | 659,460 | - |
| Other | 238,006 | 19,513 |
| Total deferred tax assets | 1,860,868 | 347,482 |
| Valuation allowance | - | - |
| Deferred tax asset, net of valuation allowance | 1,860,868 | 347,482 |
| | | |
| **Deferred Tax Liabilities** | | |
| Operating lease right-of-use assets | (631,173) | - |
| Goodwill and intangibles | (256,533) | - |
| Fixed assets | (30,414) | (84,261) |
| **Net deferred tax asset (liability)** | $ 942,748 | $ 263,221 |

The expected tax expense (benefit) based on the statutory rate is reconciled with actual tax expense benefit as follows:

| | For the Year Ended May 31, 2022 | For the Year Ended May 31, 2021 |
|---|---|---|
| US Federal statutory rate (%) | 21.0 | 21.0 |
| State income tax, net of federal benefit | 16.4 | 8.4 |
| Impact of debt exchange | 18.9 | - |
| FDII deduction | (10.1) | - |
| PPP Loan Forgiveness | (1.3) | - |
| Change in valuation allowance | - | (1.7) |
| Other permanent differences, net | (4.3) | (4.5) |
| Income tax provision (benefit) (%) | 40.6 | 23.2 |

## 13. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the date the consolidated financial statements were available to be issued. Based on this evaluation, the Company has identified the following reportable subsequent events other than those disclosed elsewhere in these consolidated financial statements.

*Preferred Stock Conversions*

On June 21, 2022, a shareholder converted 3 shares of Series D Convertible Preferred Stock into 18,849,240 shares of the Company's common stock.

On June 28, 2022, a shareholder converted 4 shares of Series D Convertible Preferred Stock into 25,132,320 shares of the Company's common stock.

On July 29, 2022, a shareholder converted 9,935 shares of Series A Convertible Preferred Stock into 67,963,732 shares of the Company's common stock.

**Exhibit 4.19**

US$5,000,000.00 Dated as of May 29, 2020

**PROMISSORY NOTE**

For value received, and on the terms and subject to the conditions set forth herein, **UNIQUE LOGISTICS HOLDINGS, INC.**, a corporation incorporated under the laws of the State of Delaware (the "**Company**"), hereby promises to pay **UNIQUE LOGISTICS HOLDINGS LIMITED**, a Hong Kong company (the "**Holder**"), the aggregate principal amount of Five Million and No/100 United States Dollars (US$5,000,000.00) on the dates and in the amounts provided for in Section 3 hereof and, in any event, no later than the Termination Date (as defined below).

This Promissory Note is being delivered in accordance with Section 1.01 of that certain Securities Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), among the Company and the Holder, and is subject to Section 1.08 thereof.

**Section 1**. *Certain Terms Defined.* The following terms for all purposes of this Promissory Note shall have the respective meanings specified below. Terms not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

"Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in New York are authorized by law to close.

"Company" shall have the meaning ascribed to it in the preamble.

"Event of Default" shall have the meaning ascribed to it in Section 7.

"Maturity Date" shall mean one hundred and eighty (180) days after the date of this Promissory Note or such other later date as the Company and Holder may mutually agree in writing.

"Holder" shall have the meaning ascribed to it in the preamble.

"LIBOR Rate" means a rate per annum equal to the one year London Interbank Offered Rate or, if such rate is not available, a comparable or successor rate which rate is chosen by the Holder in its reasonable discretion; provided that (i) to the extent a comparable or successor rate is chosen by the Holder in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Holder, such approved rate shall be applied in a manner as otherwise reasonably determined by the Holder."

"Material Adverse Effect" shall mean a material adverse effect on: (i) the legality, validity, binding effect or enforceability against the Company of the Transaction Documents; (ii) the rights or remedies of Holder under any Transaction Document; (iii) the ability of Company to repay the Holder in full in accordance with the terms and conditions of this Promissory Note or (iv) any

litigation or breach of any term or condition of any agreement or document which presently exists or which may hereafter exist which may threaten the ability of Company to repay the Holder in full in accordance with the terms and conditions of this Promissory Note. For purposes of determining whether any of the foregoing changes, effects, impairments, or other events have occurred, such determination shall be made by Holder, in its sole and absolute discretion.

"Obligations" means, now existing or in the future, any debt, liability or obligation of any nature whatsoever (including any required performance of any covenants or agreements), whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, voluntary or involuntary, direct or indirect, absolute, fixed, contingent, ascertained, unascertained, known, unknown, whether or not jointly owed with others, whether or not from time to time decreased or extinguished and later decreased, created or incurred, or obligations existing or incurred under this this Promissory Note, or any other Transaction Documents, or any other agreement between any of the Company and the Holder, as such obligations may be amended, supplemented, converted, extended or modified from time to time.

"Person" shall mean any individual, partnership, limited liability company, limited liability partnership, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity.

"Promissory Note" shall mean this promissory note, as amended, restated or supplemented from time to time.

"Termination Date" shall mean the earlier of the Maturity Date or such date as an Event of Default first occurs pursuant to Section 7.

"Transaction Documents" shall mean this Promissory Note and such other agreements, documents, instruments, certificates, financial statements, rules, resolutions, opinions of counsel, notes and other items which the Holder shall require in connection with this Promissory Note.

**Section 2**. *Promissory Note Consideration.* This Promissory Note is being delivered pursuant to Sections 1.01 and 1.02 of the Purchase Agreement as a portion of the Purchase Price for the Purchased Shares.

**Section 3**. *Interest and Principal Payments.*

The principal amount of this Promissory Note shall bear no interest; provided that any amount due under this Promissory Note which is not paid when due shall bear interest at an interest rate equal to the LIBOR Rate on such date of default plus 200 basis points.

Subject to conversion rights set forth in Section 7 hereto and Section 1.07 of the Purchase Agreement, the principal amount of this Promissory Note shall be due and payable on the Termination Date. Any payments made pursuant to this Section 3, shall be deemed to include imputed interest, to the extent required by the Internal Revenue Code of 1986, as amended.

**Section 4**. *Optional Prepayments*

The Company may prepay the principal amount in whole or in part at any time without penalty or premium.

**Section 5**. *General Provisions As To Payments.*

All cash payments hereunder shall be made not later than 12:00 Noon (New York City time) by cashier's check or by wire transfer of immediately available funds to the Holder's account at a bank in Hong Kong specified by the Holder in writing to the Company without reduction by reason of any set-off or counterclaim on the date when due (or if any such day is not a Business Day, then on the next succeeding Business Day).

**Section 6** *Representations and Warranties of the Company*.

The Company represents and warrants to the Holder that:

**(a)** this Promissory Note constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies;

**(b)** the Company (i) is a corporation duly organized, legally existing and in good standing under the laws of its state of organization, (ii) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (x) own or lease its assets and carry on its business and (y) execute, deliver and perform its obligations under the Transaction Documents, and (iii) is duly qualified as a foreign corporation and is licensed and in good standing in all jurisdictions in which the nature of its business or location of its properties require such qualification or license;

**(c)** the Company's execution, delivery and performance of this Promissory Note and all other Transaction Documents to which it is a party (i) has been duly authorized by all necessary corporate action of the Company, (ii) does not violate any provisions of the Company Certificate of Incorporation or by-laws or any, law, regulation, order, injunction, judgment, decree or writ to which the Company is subject, and (iii) does not violate any material contract or material agreement or require the consent or approval of any other Person which has not already been obtained;

**(d)** the execution, delivery and performance by the Company of this Promissory Note does not and will not result in the breach of any agreement, law or statute, or any judgment, degree or order entered into in a proceeding to which the Company is or was a party; and

**(e)** to the best knowledge of the Company, no other information provided by or on behalf of the Company to the Holder, either as a disclosure schedule to this Promissory Note, or otherwise in connection with Holder's due diligence investigation of the Company contains any untrue statement of a material fact or omits to state any material fact necessary in order to make

the statements therein, in the light of the circumstance under which they are or were made, not misleading.

**Section 7**. *Events Of Default.*

Each of the following events shall constitute an "Event of Default":

**(a)** any outstanding principal of this Promissory Note shall not be paid on the Maturity Date, and shall remain unpaid for a period of 30 days from the Maturity Date;

**(b)** Company defaults in the due and punctual observance or performance of any covenant, condition or agreement contained in this Promissory Note;

**(c)** a Material Adverse Effect shall occur;

**(d)** Company breaches any of its obligations under Section 3.08 of the Purchase Agreement;

**(e)** a court shall enter a decree or order for relief in respect of Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Company or for any substantial part of the property of Company or ordering the winding up or liquidation of the affairs of Company; or

**(f)** Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Company or for any substantial part of the property of Company, or Company shall make any general assignment for the benefit of creditors.

If an Event of Default described in (a) to (d) above shall occur, the unpaid principal and accrued and unpaid interest (if any) of this Promissory Note shall become immediately due and payable. Immediately upon the occurrence of any Event of Default described in (a) to (d) above, or upon failure to pay the principal amount of this Promissory Note on the Termination Date, the Holder, without any notice to the Company, which notice is expressly waived by the Company, may proceed to protect, enforce, exercise and pursue any and all rights and remedies available to the Holder under this Promissory Note and any other agreement or instrument, and any and all rights and remedies available to the Holder at law or in equity.

If any Event of Default described in clauses (e) or (f) shall occur for any reason, whether voluntary or involuntary, and be continuing, the Holder may immediately declare all or any portion of the unpaid principal amount and accrued and unpaid interest (if any) of this Promissory Note to be due and payable, whereupon the full unpaid principal amount and accrued and unpaid interest (if any) of this Promissory Note which shall be so declared due and payable shall be and become immediately due and payable, without further notice, demand or presentment.

Upon an Event of Default, subject to any applicable cure period, the Holder at its option may convert the principal and interest then outstanding into an amount of shares of common stock of the Company equal to .2125% of the then outstanding common stock of the Company on a fully diluted basis for every US$25,000 of the outstanding principal balance plus accrued but unpaid interest of this Promissory Note outstanding on the date of such conversion; provided that upon the receipt of any such shares of common stock by the Seller, the related portion of the principal balance and interest of this Promissory Note shall be deemed extinguished. For purposes of this Promissory Note any shares of common stock delivered by the Company to the Holder pursuant to this Section 7 shall be referred to as "**Note Shares**". The Company represents and warrants that on issuance, the Note Shares shall be free of any liens or Encumbrances and shall be credited as fully paid and non-assessable. The conversion right of the Holder in this Section 7 may be exercised at any time during the period of 12 months from the Termination Date.

**Section 8**. *Further Assurances*.

The Company hereby agrees that, from time to time upon the written request of the Holder, it will execute and deliver, or cause to be executed or delivered, such further documents and do such other acts and things as the Holder may reasonably request in order to give full effect to this Promissory Note and the transactions contemplated thereby.

**Section 9**. *Powers And Remedies Cumulative; Delay Or Omission Not Waiver Of Event Of Default.*

No right or remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any Event of Default or an acquiescence therein; and every power and remedy given by this Promissory Note or by law may be exercised from time to time, and as often as shall be deemed expedient, by the Holder.

**Section 10**. *Transfers.*

The Company may transfer or assign this Promissory Note to any Person; provided, however that the Company obtains the prior written consent of the Holder. The Holder may transfer or assign this Promissory Note to any Person, provided that the Holder obtains the prior written consent of the Company (such consent not to be unreasonably withheld).

**Section 11**. *Modification.*

This Promissory Note may be modified only with the written consent of the Company and the Holder.

**Section 12**. *Expenses*.

The Company agrees to pay and reimburse the Holder upon demand for all costs and expenses (including, without limitation, attorneys' fees and expenses) that the Holder may reasonably incur in connection with (i) the exercise or enforcement of any rights or remedies (including, but not limited to, collection) granted hereunder or otherwise available to it (whether at law, in equity or otherwise), or (ii) the failure by Company to perform or observe any of the provisions hereof.

The provisions of this Section shall survive the execution and delivery of this Promissory Note, the repayment of any or all of the principal or interest owed pursuant hereto, and the termination of this Promissory Note.

**Section 14**. *Notices*.

Any notice, request or other communication to be given or made under this Promissory Note to the parties shall be in writing. Such notice, request or other communication shall be deemed to have been duly given or made when it shall be delivered by hand, international courier (confirmed by facsimile), or facsimile (with a hard copy delivered within two (2) Business Days) to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by notice to the party giving or making such notice, request or other communication, it being understood that the failure to deliver a copy of any notice, request or other communication to a party to whom copies are to be sent shall not affect the validity of any such notice, request or other communication or constitute a breach of this Promissory Note.

| | |
|---|---|
| If to Company: | Unique Logistics Holdings, Inc.<br>154-09 146th Avenue<br>3-B<br>Jamaica, New York 11434<br>Attention:<br>Email:<br>Telephone: |
| With a copy to (which shall not constitute notice): | Lucosky Brookman LLP<br>101 Wood Avenue South<br>Woodbridge, New Jersey 08830<br>Attention: Lawrence Metelitsa<br>Email: lmetelitsa@lucbro.com<br>Telephone: (732) 395-4405 |
| If to the Holder: | Unique Logistics Holdings Limited<br>Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong |

4B&D, Sunshine Kowloon Bay Cargo Centre
59 Tai Yip Street
Kowloon Bay, Hong Kong
Attention: Mr. Patrick Lee
Email: patrick.lee.hkg@unique-logistics.com
Telephone: (852) 2795-9261

With a copy to (which shall not constitute notice):

Attention:
Email:
Telephone:

**Section 15**. *Governing Law*.

This Promissory Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Promissory Note shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws. Any controversy or claim arising out of or relating to this Promissory Note, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

**Section 16**. *Miscellaneous*.

The parties hereto hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of or any default under this Promissory Note, except as specifically provided herein, and assent to extensions of the time of payment, or forbearance or other indulgence without notice. The Section headings herein are for convenience only and shall not affect the construction hereof. Any provision of this Promissory Note which is illegal, invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or impairing the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Promissory Note shall bind the Company and its permitted successors and assigns. The rights under and benefits of this Promissory Note shall inure to the Holder and its successors and assigns.

Notwithstanding any provision in this Promissory Note or the other Transaction Documents, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by the usury laws of the jurisdiction governing this Promissory Note or any other applicable law. In the event the total liability of payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for

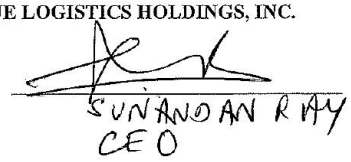
any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the usury laws of the jurisdiction governing this Promissory Note, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the outstanding principal balance of this Promissory Note immediately upon receipt of such sums by the Holder, with the same force and effect as though the Company had specifically designated such excess sums to be so applied to the reduction of such outstanding principal balance and the Holder had agreed to accept such sums as a penalty-free payment of principal; provided, however, that the Holder may, at any time and from time to time, elect, by notice in writing to the Company, to waive, reduce, or limit the collection of any sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of the outstanding principal balance. It is the intention of the parties that the Company does not intend or expect to pay nor does the Holder intend or expect to charge or collect any interest under this Promissory Note greater than the highest non-usurious rate of interest which may be charged under applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has executed this Promissory Note as of the date set forth above.

**COMPANY**:

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: 
Name: SUNANDAN RAY
Title: CEO

**Acknowledged and Agreed:**

**HOLDER**:

**UNIQUE LOGISTICS HOLDINGS LIMITED**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has executed this Promissory Note as of the date set forth above.

**COMPANY**:

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: _____
Name:
Title:

**Acknowledged and Agreed:**

**HOLDER:**

**UNIQUE LOGISTICS HOLDINGS LIMITED**

By: _____
Name: LEE, PATRICK MAN BUN
Title: GROUP COO

**Exhibit 10.21**

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement") is entered into as of May 29, 2020, by and between **GREAT EAGLE FREIGHT LIMITED**, a Hong Kong company with an address at Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong ("GEFD" or "Consultant"), and **UNIQUE LOGISTICS HOLDINGS, INC.**, a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica , NY 11434 ("ULH" or the "Company"). Each of GEFD and ULH may be referred to hereinafter, individually, as a "Party" and together, the "Parties".

## R E C I T A L S:

**WHEREAS**, GEFD is a wholly owned subsidiary of UNIQUE LOGISTICS HOLDINGS LIMITED, a Hong Kong company with an address at Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong ("UL Hong Kong").

**WHEREAS,** UL Hong Kong was the majority owner of Unique Logistics International (ATL) LLC, a Georgia limited liability company ("UL ATL"); Unique Logistics International (BOS) Inc, a Massachusetts corporation ("UL BOS"); and Unique Logistics International (USA) Inc., a New York corporation ("UL NY") (collectively the "US UL Entities"); and

**WHEREAS**, pursuant to that certain securities purchase agreement ("Purchase Agreement"), dated on even date herewith, UL Hong Kong sold its interests in the US UL Entities to ULH;

**WHEREAS**, UL Hong Kong has historically provided certain Services (as further defined herein) to the US UL Entities; and

**WHEREAS**, in connection with the Purchase Agreement and pursuant to the terms therein, UL Hong Kong wishes to continue to provide the Services via GEFD and ULH wishes to accept such services pursuant to the terms of this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Services.** During the Term (as defined herein) and any renewal thereof, Consultant shall use all reasonable efforts to provide ULH with consulting services as described on Schedule A hereto (collectively, the "Consulting Services") and with services related to business introductions in connection with certain accounts as described on Schedule B hereto (the "Introduction Services" and, together with the Consulting Services, the "Services"). Any additional services outside of the scope of the Services will be performed upon such terms and upon such fees as the Parties shall agree.

2. **Fees.** As consideration for the Consulting Services, the Company shall pay to Consultant Five Hundred Thousand Dollars (US$500,000) per annum for the duration of the Term payable quarterly in installments of US$125,000. As consideration for the Introduction Services, the Company shall pay to Consultant the commissions at the rates and in accordance with the payment schedule as set forth in Schedule B.

3. **Expenses.** Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed in writing by both Parties.

**4. Term and Termination.** This Agreement shall commence on May 29, 2020 (the "Effective Date") and continue until May 28, 2023 (the "Term"). Without prejudice to any other rights or remedies which it may have, either Party may terminate this Agreement forthwith by notice if:

(a) The other Party is in breach of any material obligation or warranty on its part to be observed or performed and shall not within 30 days of being notified of such breach, remedy the same (if capable of remedy) or (in the event such breach shall be incapable of remedy) offer adequate compensation therefore; or

(b) An administrator, receiver or liquidator is appointed in connection with the other Party or of any part of its business or the other Party is otherwise insolvent (save in relation to a reorganization, reconstruction or amalgamation not affecting the credit-worthiness of the other Party).

**5. Independent Contractor.** Consultant's relationship with the Company will be that of an independent contractor.

(a) **Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services (collectively, the "Consultant Agents"). The Consultant Agents are not and shall not be employees of the Company, and Consultant shall be wholly responsible for the performance of the Services by the Consultant Agents and shall be responsible for a breach of this Agreement by such Consultant Agents.

(b) **Company Obligations.** Company shall provide Consultant with reasonable assistance, information and materials so that Consultant can effectively provide the Services. Consultant shall be excused from performing the Services to the extent that Company delays or refuses to provide Consultant with such requested assistance, information or materials.

(c) **No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant and the Consultant Agents have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(d) **No Benefits.** Consultant acknowledges and agrees that Consultant and Consultant Agents shall not be eligible for any Company employee benefits and, to the extent Consultant or the Consultant Agents otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

(e) **Withholding.** Consultant shall have full responsibility for applicable withholding taxes for all compensation paid to Consultant or the Consultant Agents under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the Consultant Agents, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements.

**6. Confidentiality.** The Parties agree that during the term of the engagement being entered into herein, unless the other party has consented, or unless required by law, an industry regulator, or a court or agency of the government, the Parties will not reveal or disclose any Confidential Information of the other party to any third party, except to utilize such Confidential Information in a manner consistent with customary industry practices in connection with the Services performed hereunder, and then only to those persons who are under obligations of confidentiality similar to those set forth herein. The term "Confidential

Information" means (1) confidential business or technical information or data of the Parties that is competitively and commercially valuable to the Parties and not generally known, or available by legal means, to the competitors of' the Parties or (ii) material nonpublic information about the Parties. To the extent that either party discloses Confidential Information of the other party to its agents, affiliates, representatives, and employees in a manner consistent with the first sentence of the foregoing paragraph, the Parties agree that such disclosing party will be responsible for a breach of this section by its agents, affiliates, representatives, and employees. Following the termination of this engagement, all such nonpublic Confidential Information in either party's possession will be promptly returned to the other party at the other Party's request. Notwithstanding this requirement, the Parties shall be entitled to retain copies of Confidential Information to the extent that they are required to do so by law, statute or regulation or to comply with internal document retention requirements. Neither this section nor any restriction, non-disclosure nor use limitation or other obligation contained herein shall apply to information, data or item of any kind which is: (i) in the public domain, through no action of the disclosing party; (ii) already known by the disclosing party (as can be established by the disclosing party's records); (iii) disclosed to the disclosing party by any person or entity not known by the disclosing party to be under an obligation of confidentiality to the other party; or (iv) independently developed or derived by the disclosing party (as can be established by the disclosing party's records).

**7. Limitations of Liability**.

7.1 Consultant will defend, indemnify, and hold harmless the Company and its affiliates, and their respective officers, members, managers, employees, contractors, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all damage, losses, liabilities, costs, expenses (including attorneys' fees, experts' fees, and court costs), liens, claims, demands and causes of action of every kind and character (collectively, "Claims") based upon, arising out of or resulting from Consultant's negligent or reckless act or omission or intentional wrongdoing in connection with the performance of the Services, including, without limitation, any damage to or loss of use of property, injury to any person, or fines or penalties (except where reimbursement of fines and penalties is prohibited by law); provided, however, that Consultant will not be obligated to defend, indemnify, or hold an Indemnified Party harmless from and against any Claim to the extent caused by any negligent or reckless act or omission or intentional wrongdoing of such Indemnified Party.

7.2 The Company will defend, indemnify, and hold Consultant harmless from and against any and all Claims based upon, arising out of or resulting from Consultant's performance of the Services hereunder; provided, however, that Company will not be obligated to defend, indemnify, or hold Consultant harmless from and against any Claim to the extent caused by any negligent or reckless act or omission or intentional wrongdoing of Consultant or Consultant Agents.

**8. Force Majeure**. Except for the obligation to pay money, neither party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

**9. Non- Compete and No Solicitation.**

9.1 Non Solicitation of Employees. Unless terminated earlier pursuant to the terms of this Agreement, during the Term, the Consultant agrees and covenants to abide by the terms of the Non-Competition and Non – Solicitation Agreement dated as of even date herewith. For avoidance of doubt, a

breach of the Non-Competition and Non Solicitation Agreement will be considered a breach of this Agreement.

10. **Miscellaneous.**

(a) **Entire Agreement/Amendment; Counterparts; Originals** This Agreement, together with any exhibits or schedules thereto, constitutes the sole, final and entire agreement between the parties and entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings, written or oral, regarding such subject matter. Any additional or different terms in any purchase order or other communication shall be of no effect and not be binding upon the parties. This Agreement may only be amended or modified by a written document signed by authorized representatives of Company and Consultant.

(b) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, by e-mail in so-called "portable document format (.pdf)" with electronic confirmation of receipt thereof or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(c) **Waiver.** No failure or delay on the part of either the Company or Consultant in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to either the Company or Consultant in law.

(d) **Assignment.** This Agreement is not assignable in whole or in part by either Party without the prior written consent of the other Party.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

(f) **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

(g) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will be unaffected and will remain in full force and effect, and the invalid or unenforceable provision will be modified to the minimum extent necessary so that it is enforceable to the maximum extent permitted by applicable law; provided, however, that if such modification is not legally permissible, the illegal or invalid provision will be deemed not to be a part of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Further Assurances.** The Company and Consultant agree to execute and deliver any additional documents and instruments and perform any additional acts that are or may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated herein and therein.

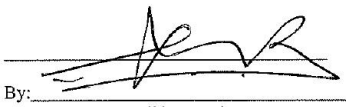
(i) **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Signatures of the Parties on this Agreement or on any document or instrument delivered pursuant to this Agreement via electronic transmission (including, but not limited to, email, .pdf or facsimile) shall be deemed to be original signatures and shall be sufficient to bind the Parties.

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

The parties have executed this Agreement as of the date first written above.

**COMPANY:**

**UNIQUE LOGISTICS HOLDINGS, INC.**



By:_____
(Signature)

Name: SUNANDAN RAY
Title: CEO

Address:
154-09 146th Avenue, 3B
~~JAMAICA,~~ NY 11434

**CONSULTANT:**

**GREAT EAGLE FREIGHT LIMITED**

_____

By:_____
(Signature)

Name:_____
Title:_____

Address:
_____
_____

The parties have executed this Agreement as of the date first written above.

**COMPANY:**

**UNIQUE LOGISTICS HOLDINGS, INC.**

By:_____
(Signature)

Name:_____
Title:_____

Address:

**CONSULTANT:**

**GREAT EAGLE FREIGHT LIMITED**

By:_____
(Signature)

Name: LEE, PATRICK MAN BUN
Title: GROUP COO

Address:

**SCHEDULE A**

SERVICES TO BE PERFORMED

GEFD will provide the following logistics services to ULH:

Agents Management Services

Support services/ troubleshooting as liaison between ULH and agents/ affiliates managed by GEFD

Accounting and financial controls support

Cargo Wise support

IT Support

**SCHEDULE B**

INTRODUCTION SERVICES TO BE PERFORMED

GEFD will provide the following introduction services to ULH:

1. GEFD will receive a commission of US$5 per House Bill of Lading (or House Air Waybill) for new business introduced by GEFD to ULH for the first year following the introduction on the new business. New business includes business generated by new agents introduced by GEFD after Closing of the Purchase Agreement. For new business to qualify for commission ULH and GEFD must mutually approve the new business.
2. GEFD will receive commission of 7% of the Net Profit on specific customers of ULH Charlotte office for a period of 24 months from Closing of the Purchase Agreement. (Net Profit is defined as Gross Margin retained by ULH on business for these customers after deduction of applicable third party sales commissions, staff costs at ULH Charlotte office and rent of ULH Charlotte office). The customer list must be mutually approved by ULH and GEFD.
3. Commissions will be payable quarterly within 60 days of the end of the quarter and will be adjusted in case of uncollected receivables.

**Exhibit 10.28**

# Securities Purchase Agreement

**between**

**Unique Logistics Holdings Limited**

**and**

**Unique Logistics Holdings, Inc.**

**May 29, 2020**

## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "**Agreement**"), dated as of May 29, 2020, is entered into between Unique Logistics Holdings Limited, a Hong Kong company with an address at Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong ("**Seller**") and Unique Logistics Holdings, Inc., a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica, NY 11434 ("**Buyer**").

## RECITALS

WHEREAS, Seller owns (i) sixty percent (60%) of the membership interests (such 60% interest, the "**UL ATL Membership Interests**") of Unique Logistics International (ATL) LLC, a Georgia limited liability company ("**UL ATL**"); (ii) eighty percent (80%) of the common stock (such 80% interest, the "**UL BOS Common Stock** ") of Unique Logistics International (BOS) Inc, a Massachusetts corporation ("**UL BOS**"); and (iii) sixty-five percent (65%) of the common stock (such 65% interest**,** the "**UL NY Common Stock**") of Unique Logistics International (USA) Inc., a New York corporation ("**UL NY**") which has a wholly owned subsidiary, Unique Logistics International (NYC) LLC, a New York limited liability company ("**UL NYC"**) and which in turn has a wholly owned subsidiary, Unique Logistics International (LAX) Inc. ("**UL LAX**") (hereafter, reference to UL NY includes, where context requires, reference to UL NY, UL NYC and UL LAX); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the UL ATL Membership Interests, the UL BOS Common Stock and the UL NY Common Stock, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE IA

## DEFINITIONS

**Section 1A.01** In this Agreement the following words and expressions have the following meanings.

| | |
|---|---|
| "**Associated Company**" | means any other company in the equity capital of which the Seller and/or any Affiliate of Seller, taken together are directly or indirectly interested so as to exercise or control the exercise of 30% or more of the voting power at general meetings; |
| "**Affiliate**" | means, with respect to any person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with such person and "**Affiliates**" and "**Affiliated**" shall have correlative meanings; |

| | |
|---|---|
| "**Agreed Form**" | means, in relation to any document, such document in the terms agreed between the parties to this Agreement and initialed by or on behalf of each of them for the purposes of identification; |
| "**Business Days**" | means a day on which banks are open for ordinary banking business in Hong Kong and the USA (excluding Saturdays, Sundays and public holidays); |
| "**Closing Date**" | means the date set for Closing in accordance with Section 1.04; |
| "**Conditions**" | means the conditions precedent to Closing set out in Article IV; |
| "**Control**" | of a person means (i) the power to appoint a majority of the members of the board of directors or equivalent governing body of such person (or, if no such governing body exists, the direct or indirect ownership of a majority of the equity interests of such person) or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise. The terms "**Controlled by**" and "**under common Control with**" shall be interpreted accordingly; |
| "**Group Companies**" | means the Buyer, each Seller Subsidiaries, each Associated Company and each and any of their subsidiaries from time to time and "**Group Company**" means any one of them; |
| "**Exempted Issuance** " | means (i) Buyer's issuance of Common Stock in full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity, which holders of such securities or debt are not at any time granted registration rights, or (ii) sale of the Buyer's equity or debt securities up to US$5,000,000, or (iii) the Buyer's issuance of Common Stock or the issuances or grants of options to purchase Common Stock to employees, directors, and consultants, pursuant to a bona fide approved stock option plan. |

## ARTICLE I

## PURCHASE AND SALE

**Section 1.01 Purchase and Sale.** Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the UL ATL Membership Interests, UL BOS Common Stock and the UL NY Common Stock, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance (singly and collectively, "**Encumbrances**"), for the consideration specified in Section 1.02 below. For purposes hereof, all of Seller's right, title, and interest in and to the UL ATL Membership Interests shall include, but is not limited to, (a) the Seller's capital account in UL ATL, (b) the Seller's right to share in the distributions and allocations of profits and losses of UL ATL, (c) the Seller's right to receive distributions from UL ATL, and (d) all of the voting rights attributable to the UL ATL Membership Interests. For the avoidance of doubt, debts and other liabilities of UL ATL, UL BOS and UL NY or security interests created over the assets of UL ATL, UL BOS and UL NY are not considered Encumbrances of UL ATL Membership Interests, UL BOS Common Stock or the UL

NY Common Stock.

**Section 1.02 Purchase Price.** The aggregate purchase price for the UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock (the "**Purchased Shares**") shall be (i) US$6,000,000 to be paid in accordance with the following (a) US$1,000,000 in cash (the "**Cash Purchase Price**") at Closing (as defined herein) and (b) US$5,000,000 in the form a subordinated promissory note to be issued in favor of Seller in the form attached hereto as Exhibit A (the "**Buyer Note**") and (ii) shares of common stock of Buyer representing on issuance 15% of fully paid and non-assessable shares of the Buyer's common stock then outstanding on a fully diluted basis (the "**Stock Purchase Price**") (the Cash Purchase Price and the Stock Purchase Price collectively, the "**Purchase Price**"). The Buyer shall pay the Purchase Price to Seller at the closing under this Agreement (the "**Closing**"). The Cash Purchase Price shall be paid by wire transfer of immediately available funds in accordance with wire transfer instructions to be provided by Seller to the Buyer on or before the Closing Date (as defined below). The Stock Purchase Price, will be free of any liens or Encumbrances and shall be issued at Closing in accordance with Section 5.02. For the avoidance of doubt, the Purchase Price will be allocated among the Seller Subsidiaries in accordance with Exhibit A hereto.

**Section 1.03 Consulting Services Agreement.** At Closing, Seller and Buyer shall enter into a Consulting Services Agreement, on terms to be negotiated by Seller (or an affiliate of Seller) and Buyer in good faith, pursuant to which Seller (or an affiliate of Seller) shall provide certain corporate and administrative services to Buyer (the "**Consulting Services Agreement**").

**Section 1.04 Closing.** Subject to fulfillment or waiver of the Conditions, the Closing shall take place at the offices of the Seller's lawyers following the execution of this Agreement or at such other place or on such other date as may be agreed between Seller and Buyer. The date on which the Closing shall take place shall hereafter be referred to as the "**Closing Date**".

**Section 1.05 Reserved**.

**Section 1.06 Withholding Taxes.** Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any provision of applicable tax laws, provided that the parties shall cooperate to minimize such taxes including taking actions as may be required under Section 6.02 hereof. All such withheld amounts shall be treated as delivered to Seller hereunder. To the extent that Purchase Price is allocated to UL ATL as per Exhibit A (referred to in 1.02) that there will be a 10% withholding tax applicable.

**Section 1.07 Buyer Note Shares.**

Pursuant to the terms of the Buyer Note, at an Event of Default (as defined in the Buyer Note), the Seller may convert the principal and interest then outstanding under the Buyer Note into an amount of shares of common stock of the Buyer equal to .2125% of the then outstanding common stock of the Buyer on a fully diluted basis for every US$25,000 of the outstanding principal balance plus accrued but unpaid interest of the Buyer Note not paid by the Buyer in cash on the conversion date of the Buyer Note; provided that upon the receipt of any such shares of common stock by the Seller, the related portion of the principal balance and interest of the Buyer Note shall be deemed extinguished. Any shares of common stock delivered by the Buyer to the Seller pursuant to the Buyer Note shall be referred to as "**Buyer Note Shares**". The Buyer represents and warrants that on issuance, the Buyer Note Shares shall be free of any liens or Encumbrances and shall be credited as fully paid and non-assessable and all other equity issued by the Buyer shall be diluted (if any) at the same rate.

Unless it shall have first delivered to the Buyer, at least forty eight (48) hours prior to the closing of such Future Buyer Note Share Sale (as defined herein), written notice describing the proposed such sale ("**ROFR Notice**"), including the terms and conditions thereof, identity of the proposed purchaser

and proposed definitive documentation to be entered into in connection therewith, and providing the Buyer an option during the forty eight (48) hour period following delivery of such notice to purchase the Buyer Note Shares being offered in the future offering of securities on the same terms as contemplated by such Future Buyer Note Share Sale (the limitations referred to in this sentence and the preceding sentence are collectively referred to as the "**Right of First Refusal**"), the Seller will not conduct any sale of Buyer Note Shares ("**Future Buyer Note Share Sale(s)**") during the one year period beginning on the date the Seller shall have received such Buyer Note Shares. In the event the terms and conditions of a proposed Future Buyer Note Share Sale are amended in any respect after delivery of the notice to the Buyer concerning the proposed Future Buyer Note Share Sale, the Seller shall deliver a new notice to the Buyer describing the amended terms and conditions of the proposed Future Buyer Note Share Sale and the Buyer thereafter shall have an option during the forty eight (48) hour period following delivery of such new notice to purchase the securities being offered on the same terms as contemplated by such proposed Future Buyer Note Share Sale, as amended.

**Section 1.08 Purchased Share Adjustment.** The Buyer intends to list its securities for trading on an exchange or quotation system such as the NASDAQ, NYSE or OTC Marketplace through an initial public offering or alternative public offering, including but not limited to a reverse merger (the "**Listing**"). On the day prior to Listing, Buyer shall issue Seller, the number of shares of Common Stock that, giving effect to the issuance thereof, Seller will maintain ownership of 15% of Buyer's Common Stock on a fully diluted basis.

## ARTICLE II

## REPRESENTATIONS AND WARRANTIES OF SELLER

**Section 2.01 Authority of Seller; Enforceability: Consent.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and, assuming due authorization, execution, and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller is a corporation duly organized, validly existing and in good standing under the laws of Hong Kong, has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Seller is necessary to consummate the transactions contemplated hereby or, if necessary, such approval or consent has been obtained by Seller or waived by the person required to approve or consent. To the knowledge of Seller, neither UL ATL, UL BOS, nor UL NY has received notice that it is in violation of any applicable laws, ordinances or regulations affecting the operation of their respective businesses.

**Section 2.02 No Conflicts.** The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in any violation, breach, conflict with, or constitute a default under (i) the Amended and Restated Operating Agreement of UL ATL dated July 11, 2018, as amended to date (the "**UL ATL Operating Agreement**"), (ii) the Shareholders' Agreement among Seller, Dawn Lowry and UL BOS dated December 1, 2011, as amended to date (the "**UL BOS Shareholders' Agreement**"), (iii) the Shareholders Agreement among Seller, Frangipani Trade Services, Inc. and UL NY dated October 4, 2010, as amended to date (the "**UL NY Shareholder's Agreement**"), (iv) any other contract or agreement to which Seller is a party or by which it is bound; (v) any law applicable to Seller or any judgement, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding on Seller, or (vi) the organizational documents of UL ATL, UL BOS or UL NY; or (b) result in the creation or imposition of any Encumbrances on

the UL ATL Membership Interests, UL BOS Common Stock or UL NY Common Stock.

**Section 2.03 Legal Proceedings.** There is no claim, action, suit, proceeding, or governmental investigation (collectively, "**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the UL ATL Membership Interests, the UL BOS Common Stock or the UL NY Common Stock, or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. To Seller's knowledge, no event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 2.04 Ownership of UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock.**

(a) Seller is the sole legal, beneficial, record and equitable owner of the UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock free and clear of all Encumbrances.

(b) UL NY is the sole legal, beneficial, record and equitable owner of the membership interests of UL NYC free and clear of all Encumbrances.

(c) Other than as set forth in the organizational documents of UL ATL, UL BOS and UL NY, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the UL ATL Membership Interests, UL BOS Common Stock, or UL NY Common Stock.

**Section 2.05 Operating Agreements.** Attached hereto as Exhibit A-1 and A-2, respectively, are true, complete, and current copies of the UL ATL Operating Agreement and UL NYC Operating Agreement, each as amended to date, which agreements are in full force and effect and are the only agreements in effect with respect to the matters described therein.

**Section 2.06 UL BOS and UL NY Charter Documents.** Attached hereto as Exhibits B- 1 and B-2 are copies of the UL BOS Certificate of Incorporation and By-Laws, as amended to date, and attached hereto as Exhibits C-1 and C-2 are copies of the UL NY Certificate of Incorporation and By-Laws, as amended to date.

**Section 2.07 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

**Section 2.08 Capital Account.** As of the date hereof and at the Closing, the Seller's capital account in UL ATL is and will be (as determined under Treasury Regulations Section 1.704-1(b)(2)(iv)) US$2,287,441.

**Section 2.09 Taxes; Tax Matters.**

(a) To Seller's Knowledge, (a) all tax returns (including information returns) required to be filed on or before the Closing Date by each of UL ATL, UL BOS, UL NY have been timely filed, (b) all such tax returns are true, complete and correct in all respects, (c) all taxes due and owing by UL ATL, UL BOS and UL NY (whether or not shown on any tax return) have been timely paid, (d) all deficiencies asserted, or assessments made, against UL ATL, UL BOS, or UL NY as a result of any examinations by any taxing authority have been fully paid, and (e) there are no pending or threatened actions by any taxing authority. With the exception any taxes due in the ordinary course of business with respect to state tax returns duly filed by UL ATL before

the Closing Date, should any liabilities, in the form of taxes due, penalties, interest or otherwise, arise after the Closing Date with respect to any state tax returns filed or not duly filed by UL ATL before the Closing Date, Seller will indemnify Buyer for its proportionate share of any such liabilities.

(b) There is no material dispute or claim concerning any tax liability of UL ATL, UL BOS, or UL NY (including UL NYC and UL LAX) either (i) claimed or raised by any authority in writing or (ii) as to which Seller and the directors and officers UL ATL, UL BOS, and UL NY (including UL NYC and UL LAX) has knowledge based upon personal contact with any agent of such authority.

(c) Neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) is a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Internal Revenue Code § 280G (or any corresponding provision of state, local, or non-U.S. tax law) or (ii) any amount that will not be fully deductible as a result of Internal Revenue Code § 162(m) (or any corresponding provision of state, local, or non-U.S. tax law). Neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) is a party to or bound by any tax allocation or sharing agreement.

(d) Neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) (i) has been a member of an affiliated group filing a consolidated federal income tax return or (ii) has any liability for the taxes of any person (other than UL ATL, UL BOS, nor UL NY) under Treasury Regulation § 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract or otherwise.

(e) Neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

a. change in method of accounting for a taxable period ending on or prior to the Closing Date;

b. use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

c. "closing agreement" as described in Internal Revenue Code § 7121 (or any corresponding or similar provision of state, local, or non-U.S. income tax law) executed on or prior to the Closing Date;

d. intercompany transactions of any excess loss account described in Treasury Regulations under Internal Revenue Code § 1502 (or any corresponding or similar provision of state, local, or non-U.S. income tax law);

e. installment sale or open transaction disposition made on or prior to the Closing Date;

f. prepaid amount received on or prior to the Closing Date; or

g. election under Internal Revenue Code § 108(i).

(f) Within the past three years, neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) has distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by

Internal Revenue Code § 355 or § 361.

(g) Neither UL ATL, UL BOS, nor UL NY (including UL NYC and UL LAX) is or has been a party to any "listed transaction," as defined in Internal Revenue Code § 6707A(c)(2) and Treasury Regulation § 1.6011-4(b)(2).

**Section 2.10 Audited and Pro Forma Financial Statements**.

(a) Financial Statements. The audited financial statements for each of UL ATL, UL BOS and UL NY (collectively, the "**Seller Subsidiaries")** for their respective fiscal years ended December 31, 2018, and the unaudited financial statements for each of the Seller Subsidiaries for their respective fiscal years ended December 31, 2019, to be made available to Buyer prior to Closing, shall present fairly, in all material respects, the financial position of each of the Seller Subsidiaries as of December 31, 2018 and December 31, 2019 and the results of operations for the years ended December 31, 2018 and December 31, 2019 and shall provide the basis for the preparation of December 31, 2019 pro forma financials for the Seller Subsidiaries, on a consolidated basis, which pro forma financial statements will indicate, that as of the Closing Date:

(i) The Seller Subsidiaries have shareholders' equity and membership equity, as applicable (such shareholders' equity and membership equity, together, "**Shareholders' Equity**"), collectively, of not less than US$1,000,000 (the "**Minimum Shareholder Equity Amount**"), provided however, the Minimum Shareholder Equity Amount excludes (40%) percent of any Shareholder's Equity attributable from UL ATL.

(ii) The Seller Subsidiaries collectively shall owe not more than US$1,000,000 to Seller (the "**Seller Obligations**"), which Seller Obligations will be assumed by Buyer. However, in the event that the Seller Obligations are more than US$1,000,000, the excess above US$1,000,000 shall be written off against the amount of the Seller Subsidiaries' Shareholders' Equity as of December 31, 2019 without causing such Shareholders' Equity to fall below US$1,000,000. The Seller Obligations will be repaid by the Buyer (or, if the debts have not been assigned yet, the Seller Subsidiaries) by quarterly installments on or before the fourth ($4^{th}$) anniversary of the Closing Date.

(iii) The collective debt of UL NY and UL BOS and UL ATL to commercial banks will not exceed US$4,000,000 after offset of bank deposits with all such entities.

(iv) The Seller Subsidiaries shall collectively have tangible net assets of at least US$1,000,000 (the "**Minimum Net Tangible Assets Amount**"), provided however that the Minimum Net Tangible Asset Amount shall exclude 40% of UL ATL's net tangible assets. In the event that the tangible net assets of the Seller Subsidiaries as reflected in the December 31, 2019 balance sheet included with the audited December 31, 2019 financial statements for the Seller Subsidiaries, which are expected to be completed on or about June 15, 2020 (the "**2019 Audited Accounts**"), are less than US$1,000,000, there will be a dollar for dollar claw-back (the "**NTA Clawback**") which will require a corresponding reduction in the then applicable amount of the Seller Obligations. In the event that the tangible net assets of the Seller Subsidiaries as reflected in the 2019 Audited Accounts are more than US$1,000,000, there will be a dollar for dollar adjustment (the "**NTA Adjustment**") which will require a

corresponding increase in the then applicable amount of the Seller Obligations. The NTA Clawback and the NTA Adjustment, as the case may be, will be deducted or added to the Seller Obligations respectively and paid in accordance with Section 2.10 (ii) herein.

(v) The Seller Subsidiaries shall have no intangible assets in the form of negative treasury stock or otherwise, any such intangible assets having been written off on or prior to December 31, 2019.

(vi) During the months of April and May, 2020, the Seller Subsidiaries, were collectively granted loans (the "PPP Loans") from Quantum National Bank, HSBC Bank and Century Bank in the aggregate amount of U.S.$1,636,062 (the "Loan Amount"), pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act, which was enacted March 27, 2020. Under the terms of the PPP Loans, certain amounts of the PPP Loans may be forgiven if they are used for qualifying expenses as described in the CARES Act. In the event that the amount of PPP Loans forgiven under the CARES Act is less than 40% of the Loan Amount, Buyer agrees to deduct U.S.$320,000 from the Seller Obligations.

(b) No Material Changes. Since December 31, 2019, (i) there have been no events, occurrences or developments that have had or would reasonably be expected to have a material adverse effect on the assets, financial condition or results of operations of any of the Seller Subsidiaries, (ii) none of the Seller Subsidiaries has incurred any material liabilities (contingent or otherwise) other than (A) trade payables, accrued expenses and other liabilities incurred in the ordinary course of business consistent with past practices and (B) liabilities not required to be reflected in their respective financial statements, (iii) none of the Seller Subsidiaries has materially altered its method of accounting or the manner in which it keeps its accounting books and records, (iv) none of the Seller Subsidiaries has declared or made any dividend or distribution of cash or other property to its stockholders or members or purchased or redeemed or made any agreements to purchase or redeem any shares of its capital stock or any of its membership interests, and (v) there has not been any change or amendment to, or waiver of any material right under, any material contract under which any of the Seller Subsidiaries, or any of their assets, are bound or subject.

**Section 2.11 Organization and Qualification.** Each of the Seller Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its assets and to carry on its business as currently conducted. Each of the Seller Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to have a material adverse effect on such Seller Subsidiary's results of operations, assets, business, prospects or condition (financial or otherwise) .

**Section 2.12 Title to Assets.** Each of the Seller Subsidiaries has good and marketable title to all personal property owned by them that is material to its business, in each case free and clear of all Encumbrances, except for Encumbrances arising from the ordinary course of business (such as a security given to third party lenders over accounts receivables or assets of a Seller Subsidiary) or that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property.

**Section 2.13 Investment Purpose.** Seller is acquiring the shares of common stock of Buyer constituting the Stock Purchase Price for its own account for investment purposes and without a view towards, or for resale in connection with, any distribution thereof. Seller has sufficient knowledge and experience in transactions of this type and is capable of evaluating the risks and merits of acquiring the common stock.

**Section 2.14 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article II, neither Seller nor any agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller. All of the representations and warranties of Seller are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF BUYER

**Section 3.01 Authority of Buyer; Enforceability.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 Consents.** No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.03 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

**Section 3.04 Legal Proceedings.** There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

**Section 3.05 Investment Purpose**. Buyer is acquiring the UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock for its own account for investment purposes and without a view towards, or for resale in connection with, any distribution thereof. Buyer has sufficient knowledge and experience in transactions of this type and is capable of evaluating the risks and merits of acquiring the UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock.

**Section 3.06 Continuation of existing business.** Buyer hereby undertakes and covenants with the Seller that the Buyer shall procure (and Buyer shall procure the Seller Subsidiaries and their subsidiaries to procure) that the existing business transactions between the Seller Subsidiaries (including, for the avoidance of doubt, UL NYC and UL LAX) on the one hand and the Seller and/or Seller's Group Companies on the other hand, shall be continued for at least three (3) years after Closing on substantially the same terms and conditions as such transactions were organized, arranged, or

consummated prior to Closing, *mutatis mutandis* so long as such terms continue to be commercially reasonable. Notwithstanding any provision to the contrary, this Section 3.06 shall survive the Closing.

**Section 3.07 Capitalization.** Immediately prior to the Closing the authorized capital stock of the Buyer shall consist of 100,000,000 shares of Common Stock and 10,000,000 shares of preferred stock. As of the Closing Date, the Buyer has 100 shares of Common Stock, and 0 shares of Preferred Stock issued and outstanding. All of the issued and outstanding Common Stock of the Buyer has been duly authorized, validly issued and is fully paid and nonassessable. The Buyer has no outstanding options, warrants or other securities or rights exercisable for, convertible into, or providing for the purchase or acquisition from the Buyer of any securities of the Buyer. The Buyer has no outstanding preemptive rights or rights of first refusal and there are no commitments to issue or execute such rights. There are no outstanding rights or obligations of the Buyer to repurchase or redeem any of its securities. Attached hereto as Exhibit D1 and D2 are true and correct copies of the Buyer's Certificate of Incorporation (the "**Buyer's Certificate of Incorporation**") and Buyer's By-laws (the "**Buyer's By-laws**") in effect on the date hereof. Part 1 of Schedule 3.07 sets out the pre-Closing capitalization table of the Buyer and Part 2 of Schedule 3.07 sets out the post-Closing capitalization table of the Buyer. The information contained or referred to in the Schedule 3.07 is true, complete and accurate and not misleading.

**Section 3.08 Reserved Matters**.

(a) Except with respect to any financing related to the purchase of the Group Companies, the Buyer hereby represents, warrants and undertakes that, except with the prior written approval of the holders of at least 90% of the Buyer's common stock on a fully diluted basis (the "**Required Majority**"), the Buyer shall not (and it shall procure that each Group Company shall not) effect or propose any of the matters listed in this Section 3.08:

(i) alteration of the By-laws, certificate of incorporation, articles of association or other constitutional documents of the Buyer or any Group Company;

(ii) any sale or disposal, directly or indirectly, of the whole or a substantial part of the undertaking, assets or goodwill of the Buyer or any Group Company;

(iii) except for Exempted Issuance or as expressly provided in this Agreement, create (including by reclassification) or allot or issue any shares (including preferred shares), or grant, or agree to grant, to any person any option or right to subscribe for, convert into or otherwise to require the issue or allotment of, any shares (including preferred shares) in the Company or any Group Company;

(iv) offer or grant any registration rights to any future shareholder in the Buyer without offering substantially similar rights to the Seller (or its designee) as holder of Stock Purchase Price and/or Buyer Note Shares; or

(v) pass any resolution or seek any order or take any steps with a view to the liquidation, winding up, striking off, dissolution or obtaining an administration order or appointment of an administrator or receivership, of the Buyer or any Group Company or the equivalent in any other jurisdiction.

(b) Without prejudice to any other rights or remedies that it may have, each party acknowledges and agrees that the Seller may be irreparably harmed by a breach of the obligations contained in this Section 3.08 and that damages may not be an adequate remedy for such a breach. Accordingly, the Seller shall be entitled to apply for the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Section 3.08 by any other party to

this Agreement.

(c) This Section 3.08 shall cease to apply upon the Listing or upon repayment of the Buyer Note in full.

**Section 3.09 Seller's Director**

(a) Upon Closing, in accordance with the Company's bylaws and Delaware corporation law, the Board of Directors of the Buyer shall appoint, upon notice received from the Seller naming an appointee of the Seller to the Board of Directors (the "**Seller Director**"), and reasonable approval of such Seller Director by the Buyer's Board of Directors, the Seller Director to the Board of Directors of Buyer..

(b) For avoidance of doubt, the Seller shall only be entitled to appoint one (1) Seller Director until such time as a Listing or Seller no longer holds any capital stock of the Buyer. The Seller Director shall have the right to, from time to time, make full disclosure to the Seller of any information relating to the Buyer as long as such disclosure is in compliance with United States securities law.

**Section 3.10 No Other Representations or Warranties.** Except for the representations, warranties, undertakings and covenants made in this Article III, neither Buyer nor any agent of Buyer has made or makes any other express or implied representation, warranty, undertaking or covenant, either written or oral, on behalf of Buyer. All of the representations and warranties of Buyer are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE IV
## CONDITIONS PRECEDENT TO CLOSING

**Section 4.01 Conditions.** Closing is conditional on the following Conditions being satisfied on or before the Closing Date:

(a) the Consulting Services Agreement and the Non-Compete and Non Solicit Agreement being in the Agreed Form; and

(b) subject and subordinated only to the rights of the first secured lender (the "Lender")], the Buyer and/or the Seller Subsidiaries having entered into a security agreement, as may be required by Seller in its sole discretion and subject to the approval of the Lender, to provide a security interest in the Buyer's assets to the Seller as collateral for the repayment of the Seller Obligations and the NTA Adjustment and provided Seller with all relevant UCC and other filings required to perfect such security interests of the Seller (collectively the "**Subordinated Security Documents**") in the Agreed Form.

**Section 4.02 Responsibility for Satisfaction.**

(a) Seller and Buyer hereby undertake to use all reasonable endeavors to ensure the satisfaction of the Conditions before or simultaneously upon the execution of this Agreement.

(b) Each of the parties shall promptly give notice to the other of the satisfaction of the relevant Conditions immediately upon becoming aware of the same.

(c) In this Agreement, only the Seller is entitled to waive any of the Conditions.

## ARTICLE V
## CLOSING DELIVERABLES

**Section 5.01 Seller's Deliverables.** At the Closing, Seller shall deliver to Buyer the following:

(a) A revised Members' Schedule to the UL ATL Operating Agreement reflecting the Buyer's purchase of the UL ATL Membership Interests and ownership interest in UL ATL.

(b) A certificate representing 6,400 shares of common stock of UL BOS which will represent 80% of the issued and outstanding shares of UL BOS.

(c) A certificate representing 65 shares of common stock of UL NY which will represent 65% of the issued and outstanding shares of UL NY.

(d) A copy of the Consulting Services Agreement, Non-Compete and Non Solicit Agreement and the Subordinated Security Documents (collectively, the "**Ancillary Transaction Documents**"), duly executed by Seller.

(e) Proof of satisfaction or waiver of all conditions under the UL ATL Operating Agreement, UL BOS Shareholders' Agreement and UL NY Shareholders' Agreement pertaining to the transfer of the UL ATL Membership Interests, UL BOS Common Stock and UL NY Common Stock from Seller to Buyer.

(f) Confirmation of Tangible Net Assets/Shareholder's Equity and Seller Obligations pursuant to the terms of 2.10 hereof.

(g) Seller's board and, if applicable, shareholder approval of this Agreement and the transactions contemplated hereby.

**Section 5.02 Buyer's Deliverables.** At the Closing, Buyer shall deliver the following to Seller:

(a) Confirmation of the release by wire of the Cash Purchase Price.

(b) Certificate(s) representing the Stock Purchase Price and issued in the name of the Seller (or Seller's designee(s)).

(c) A copy of the Buyer Note duly executed by the Buyer

(d) A copy of the Ancillary Transaction Documents duly executed by the Buyer and/or other parties (other than the Seller).

(e) Buyer's board approval of this Agreement and the appointment of the Seller's Director and the transactions contemplated hereby.

## ARTICLE VI

## TAX MATTERS

**Section 6.01 Allocation of LLC Income and Loss.** Seller shall insure that UL ATL allocates all items of income, gain, loss, deduction or credit attributable to the UL ATL Membership Interests prior to the Closing to Seller and allocates all items of income, gain, loss, deduction or credit attributable to the UL ATL Membership Interests after the Closing to Buyer.

Section **6.02 Tax Filings**. Seller shall insure that tax returns of UL ATL shall be filed within 75 days of Closing, or if an extension is properly secured by Seller, then within the allotted time period prescribed by law.

**Section 6.03 Tax Advice.**

(a) Seller represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences of Seller's sale of its interests in the Seller Subsidiaries to Buyer and the receipt of the Purchase Price from Buyer. Seller further represents and warrants that it has not relied on Buyer or Buyer's advisors and representatives for such advice.

(b) Buyer represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Buyer of its purchase of Seller's interests in the Seller Subsidiaries and the payment of the Purchase Price to Seller. Buyer further represents and warrants that it has not relied on Seller or Seller's advisors or representatives for such advice.

(c) In the event that the Seller's tax advisors recommend a tax reorganization to be made at the holding levels of the Seller Subsidiaries to minimize the Seller's tax exposure and the Seller adopts such a recommendation, the parties agree to cooperate and take reasonable actions to assist in completing such reorganization prior to Closing.

**Section 6.04 Interim Closing of the Books of LLC.** With respect to the UL ATL Membership Interests that are being purchased and sold pursuant to this Agreement, Seller's distributive share of UL ATL's income, gain, loss and deduction for the taxable year of UL ATL that includes the Closing Date shall be determined on the basis of an interim closing of the books of UL ATL as of the close of business on the Closing Date under this Agreement and shall not be based upon a proration of such items for the entire taxable year.

## ARTICLE VII

## INDEMNIFICATION

**Section 7.01 Indemnification.** Subject to the other terms and conditions of this **Article VII and Article VIIA**, Buyer shall indemnify, protect and defend Seller, its Affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives and Seller shall indemnify, protect and defend Buyer, its Affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives (the party entitled to indemnification being hereafter referred to as the "Indemnified Party" and the party required to indemnify the other being hereafter referred to as the "Indemnifying Party") against, and shall hold

him harmless from and against, and shall pay and reimburse for, any and all damages, losses, liabilities and expenses incurred or sustained by, or imposed upon, the Indemnified Party based upon, arising out of, with respect to or by reason of:

(a) Any inaccuracy in or breach of any of the representations or warranties of Buyer or Seller, as applicable, contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer or Seller, as applicable, pursuant to this Agreement;

(c) Any legal proceedings, tax assessments or other circumstances to which a party may become subject based upon the actions of the other party prior to the Closing including but not limited to any liabilities associated with the failure to file any state tax returns for UL ATL and all other necessary filings and payments to bring UL ATL into compliance with the appropriate and necessary jurisdictions; or

(d) Any material liabilities of the Seller Subsidiaries not being disclosed in the audited financial statements of the Seller Subsidiaries or otherwise known to the Seller.

## ARTICLE VIIA

## SELLER'S LIMITATIONS

**Section 7A.01 Seller's Limitations.** Notwithstanding any provision to the contrary in this Agreement and subject to Section 7A.02, the aggregate liability of the Seller in respect of any and all claims arising from or in connection with this Agreement ("**Claims**"), other than any claims arising from or in connection with Seller's fraudulent conduct, shall be limited to an amount equal to One Hundred Percent (100%) of the Purchase Price received by Seller.

**Section 7A.02 Time Limits.** The Seller shall not be liable to make any payment in satisfaction of any Claim unless written notice of the particulars of such Claim (including, to the extent available to the Buyer at that time, reasonable details of the matter giving rise to such Claim and the Buyer's best estimate of the loss thereby alleged to have been suffered) shall have been given to the Seller (each such notice, a "**Claim Notice**") within twelve months from the Closing Date.

**Section 7A.03 Acknowledgement**. The parties acknowledge that the above limitations are reasonable given that the Buyer has been an investor in the Seller Subsidiaries, is familiar with the financial conditions and operations thereof, and has conducted its independent due diligence on the Seller Subsidiaries in connection with the transactions contemplated hereby.

## ARTICLE VIII

## POST CLOSING COVENANTS

**Section 8.01 General.** In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request, at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefore under Section 7.01 hereof).

**Section 8.02 Cargo Wise.** Seller will ensure all reasonable steps are taken to integrate UL ATL and UL BOS as branches in the Cargo Wise operating system under UL NYC effective ~~June 1, 2020,~~ June 30, 2020 with no loss of transaction history. Seller agrees that access to Cargo Wise for USA after ~~June 1, 2020~~ June 30, 2020 will be regulated by Buyer; and Seller will follow Buyer's reasonable instructions in permitting access to the USA entities in Cargo Wise. Seller will cooperate with Buyer in discussions with Cargo Wise to segregate the USA database directly under Buyer's control by August 31, 2020.

**Section 8.03. HSBC.** Seller will provide Buyer with confirmation that no lien is attached to any assets of any Seller Subsidiary as security for any Line of Credit to HSBC Bank.

## ARTICLE IX

## MISCELLANEOUS

**Section 9.01 Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Without limiting the generality of the foregoing, Buyer and Seller shall pay their own fees and expenses and those of its respective agents, advisors, attorneys and accountants with respect to carrying out due diligence, negotiating this Agreement and related documents, and the Closing.

**Section 9.02 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**Section 9.03 Buyer's Right of First Refusal.**

(a) Subject to subsections (b) and (c), for a period of 3 years after the Closing Date (the "**Exercise Period**"), Buyer shall have a right of first refusal (the "**ROFR**") to purchase Seller's interests, including but not limited to, the entities in the freight or logistics sectors listed on Schedule 9.03a (the "**Seller's F&L Interests**") based upon the following valuation model: 6.5 times such entity's earnings before interest, tax, depreciation and amortization ("**EBITDA**") based on Seller's share of such entity's average annual EBITDA for the previous 3 years. The determination of an entity's EBITDA shall be based on such entity's audited financial statements.

(b) In the event there is a bona fide third party offer to purchase the Seller's F&L Interests at a valuation higher than that set out in sub-section (a) above (the "**Higher Offer**") during the Exercise Period, Buyer may only exercise the ROFR if it is willing and able to match the Higher Offer and Buyer must provide written notice to Seller to exercise the ROFR within 15 Business

Days of the date of notification of the Higher Offer from Seller, otherwise, subject to subsection (c), such right shall lapse.

(c) In the event the Higher Offer from the bona fide third party was not consummated during the Exercise Period, Buyer shall continue to have the ROFR over the Seller's F&L Interests pursuant to subsection (a) during the remaining of the Exercise Period. For the avoidance of doubt, in no event shall the ROFR be exercised at a valuation model which is lower than 6.5 times multiples of EBITDA of the relevant entity.

**Section 9.04 Buyer Liquidity Event.** Buyer shall use its commercially reasonable best efforts to complete (i) an initial public offering and have its shares traded on a US national securities exchange, (ii) a strategic merger or acquisition, or (iii) a financial merger or acquisition (each of (i), (ii) and (iii), a "**Liquidity Event**") within 3 years of the Closing Date. The parties acknowledge that it has been the parties' intention that the benefits from such liquidity event or any similar event occurring at any level of the direct or indirect controlling entity of the Buyer will be fairly shared with the Seller.

**Section 9.05 Buyer's Purchase of Seller's Non-US Subsidiaries and Affiliates**. Subject to the execution of definitive purchase agreements, obtaining required board and shareholder approvals, and the satisfactory completion by Buyer of a diligence review of the books, records and financial statements of (i) Unique Logistics International (North and East China) Company Limited and Affiliated companies of Unique Logistics International (North and East China) Company Limited operating in North East China and Taiwan (collectively, "**UL China**"), and (ii) Unique Logistics International India (Private) Limited ("**UL India**"), within 12 months of the Closing Date, Buyer will acquire Seller's 50% interest in UL China and 65% interest in UL India. The purchase price for Buyer's purchase of Seller's interests in UL China and UL India shall be based on the following valuation model: 6.5 times EBITDA based on Seller's share of the average annual EBITDA for 2017, 2018 and 2019 as set forth in the financial statements for each of UL China and UL India, with a minimum cash payment, subject to adjustment, of US$4,000,000. In the event that the purchase price is higher than US$4,000,000 and the parties agree to defer the payment of the remaining balance of the purchase price (the "**Deferred Amount**"), Buyer shall issue a promissory note in the amount equal to the Deferred Amount on terms acceptable to the Seller, including interest at the rate of 5% per annum from the closing date of the acquisition of UL China and UL India (the "**UL China Closing**") and the Deferred Amount plus interest shall be paid by Buyer to Seller on or before the fourth ($4^{th}$) anniversary of the UL China Closing.

**Section 9.06 Agreement to Prevail**. Subject to any applicable law, in the event of any ambiguity or conflict between this Agreement and the Buyer's By-laws and the Buyer's Certificate of Incorporation (the "**Buyer's Constitutional Documents**"), the terms of this Agreement shall prevail as between the parties and in such event the parties shall procure such modification to the Buyer's Constitutional Documents as shall be necessary.

**Section 9.07 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.06):

If to Seller: Unique Logistics Holdings Limited
Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong
Attention: Mr. Patrick Lee
Email: patrick.lee.hkg@unique-logistics.com
Facsimile: (852) 2795-9261

If to Buyer: Unique Logistics Holdings, Inc.
154-09 146th Avenue, 3-B
Jamaica, NY 11434
Attention: Sunandan Ray
Email: sunandan.ray.nyc@cflcargo-india.com
Facsimile: [*]

**Section 9.08 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 9.09 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9.10 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the Exhibits, the terms and provisions in the body of this Agreement shall control.

**Section 9.11 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding anything to the contrary herein, Seller shall have the right to assign this Agreement and all or any of its rights or obligations under this Agreement to an Affiliate for tax purposes, and the Buyer hereby consents to such assignment.

**Section 9.12 No Third-Party Beneficiaries.** Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any governmental authority) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 9.13 Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**Section 9.14 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate

or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 9.15 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

**Section 9.16 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

**Section 9.17 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or relief and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

**Section 9.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 9.19 Survival of Representations**. The Buyer and Seller agree and covenant that all of the representations and warranties in this Agreement shall survive the Closing or termination of this Agreement for a period of two years.

[*signature page follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

UNIQUE LOGISTICS HOLDINGS LIMITED

By _____
Name: LEE, PATRICK MAN BUN

UNIQUE LOGISTICS HOLDINGS, INC.

By _____
Name:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

UNIQUE LOGISTICS HOLDINGS LIMITED

By _____
Name:

UNIQUE LOGISTICS HOLDINGS, INC.

By _____
Name: SUNANDAN RAY

–

## Schedule 3.07

### Part 1 - Members of the Buyer - pre-Closing

| Member | Number of shares of Common Stock held | % of all outstanding and issued shares of Buyer (fully diluted) |
|---|---|---|
| Sunandan Ray<br>320 Southdown Road<br>Lloyd Harbor, NY 11743 | 100 | 100% |

### Part 2- Members of the Buyer - post-Closing

| Member | Number of shares of Common Stock held | % of all outstanding and issued shares of Buyer (fully diluted) |
|---|---|---|
| Sunandan Ray<br>320 Southdown Road<br>Lloyd Harbor, NY 11743 | 7,199,900 | 72% |
| Unique Logistics Holdings Limited<br>Unit 05-06, 3/F, Tower 2, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Hong Kong | 1,500,000 | 15% |
| Spartan Capital Securities LLC<br>45 Broadway, New York, NY 10006 | 500,000 | 5% |
| Lucosky Brookman LLP<br>101 Wood Avenue South, Woodbridge, NJ 08830 | 300,000 | 3% |
| Southridge LLC<br>850 Third Avenue, New York, NY 10022 | 300,000 | 3% |
| David Briones<br>217 W. Main Street<br>Somerville, NJ 08876 | 200,000 | 2% |

**Schedule 9.3a**

1. **Shenzhen Unique Logistics International Limited**
2. **ULI South China Limited**
3. **3. Unique Logistics (Korea) Co., Ltd.**
4. **Unique Logistics International (H.K.) Limited**
5. **Unique Logistics International (South China) Limited**
6. **Unique Logistics International (Vietnam) Co. Ltd.**
7. **TGF Unique Limited**

**EXHIBIT A**

| | Breakdown of Cash Purchase Price[1] |
|---|---|
| UL ATL Membership Interests | US$4,000,000 |
| BOS Common Stock | US$1,000,000 |
| UL NY Common Stock | US$1,000,000 |
| Total | **US$6,000,000** |

[1] The breakdown of the Cash Purchase Price for the Purchased Shares in this Exhibit A is only for tax purposes.

**EXHIBIT A-1**

BARCELONA DUE DILIGENCE
A-3 UNIQUE ATL

EXECUTION VERSION

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**AMENDED AND RESTATED**

**OPERATING AGREEMENT**

**OF**

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

---

**A GEORGIA LIMITED LIABILITY COMPANY**

**July 11, 2018**

11718577v7

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*Any securities created by this Amended and Restated Operating Agreement, if any, have not been registered under the Georgia Uniform Securities Act of 2008, as amended, in reliance upon the exemptions from registration set forth in such Act, or under any other applicable state securities acts, in reliance upon the exemption(s) from registration available under said applicable act(s). In addition, any securities created by this Amended and Restated Operating Agreement, if any, have not been registered with the United States Securities and Exchange Commission in reliance upon an exemption or exemptions from such registration set forth in the Securities Act of 1933 provided by Section 4(a)(2) thereof (and regulations promulgated thereunder) nor have they been registered with the Securities Commission of any states in reliance upon certain exemptions from registration. The interests created hereby have been acquired for investment purposes only and may not be offered for sale, pledged, hypothecated, sold or transferred except in compliance with the terms and conditions of this Amended and Restated Operating Agreement and in a transaction which is either exempt from registration under such Acts and other applicable state securities acts or pursuant to an effective registration statement under such Acts and other applicable state securities acts.*

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

**AMENDED AND RESTATED**
**OPERATING AGREEMENT**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**"), is made and entered into as of the 11th day of July, 2018, by and between **ROBERT C. SHAVER**, a Georgia resident (hereinafter sometimes individually referred to as "**Shaver**"), and **UNIQUE LOGISTICS HOLDINGS LIMITED**, a Hong Kong corporation (hereinafter sometimes individually referred to as "**UL/HK**") (said parties are sometimes hereinafter individually referred to as a "**Member**" and sometimes collectively referred to as the "**Members**").

**WITNESSETH:**

**WHEREAS**, immediately prior to the date hereof, Unique Logistics International (ATL) LLC, a Georgia limited liability company (the "**Company**"), was governed by that certain Operating Agreement, dated October 1, 2008 (the "**Original Operating Agreement**");

**WHEREAS**, the Members desire to restate fully their understandings and agreements concerning the Company by amending and restating the Original Operating Agreement; and

**WHEREAS**, this Agreement supersedes and replaces in its entirety the Original Operating Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt, adequacy and sufficiency of which the parties conclusively acknowledge, the parties do hereby agree as follows:

**ARTICLE I**

**FORMATION**

**1.1 Formation**

. The Company has been formed and exists for the limited purposes and scope set forth hereinafter. This Agreement shall be construed in accordance with and governed by the laws of Georgia, and particularly by

the Georgia Limited Liability Company Act, set forth in Chapter 11, Title 14, of the Official Code of Georgia Annotated §14-11-100 et. seq., and as it may be amended from time to time (the "**Act**"). The Members hereby adopt, ratify and approve the Articles (as herein defined).

### 1.2 Name

. The name of the Company is and shall be **UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**. The business of the Company may be conducted under other names chosen by the Managers.

### 1.3 Principal Place of Business

. The principal place of business of the Company is and shall be at 2727 Paces Ferry Road SE, Building 1, Suite 100, Atlanta, Georgia 30339, or at such other place as the Managers may hereafter determine. The Managers may establish additional places of business of the Company when and where required or made desirable by the Company's business, written notice of which shall be given to the Members as soon as practicable after establishing the same.

### 1.4 Registered Office and Registered Agent

. On the date hereof, the Company's registered office is 2727 Paces Ferry Road SE, Building 1, Suite 100, Atlanta, Georgia 30339, and its registered agent at such address is Shaver. The registered office and registered agent may be changed from time to time by filing the address of the new registered, office and/or the name of the new registered agent with the Georgia Secretary of State pursuant to the Act.

### 1.5 Business of Company

. The Company shall engage in the business of freight forwarding and logistics management and in such other activities related to or incidental to the foregoing as may be necessary, advisable, or convenient to the promotion or conduct of the business of the Company; including without limitation, to transact customs business as a broker, and to engage in any other lawful business or activity approved in writing by the Board of Managers, or, where required under the terms of this Agreement, by the Members, and to engage in such other activities related or incidental to the foregoing as may be reasonable, necessary, advisable, or convenient to the promotion or conduct of the business of the Company.

### 1.6 Duration of the Company

. The Company shall exist until dissolved and liquidated in accordance with Article IX of this Agreement or the Act.

### 1.7 Title to Property

. All property owned by the Company shall be owned by the Company as an entity and no Interest Holder shall have any ownership interest in such property in his or its individual name or right, and each Interest Holder's Interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Interest Holder.

## ARTICLE II

## DEFINITIONS

**2.1 Definitions**

. In addition to the terms defined above in the recitals, for the purposes hereof, certain terms are defined in the Appendix to this Agreement, which is hereby incorporated by this reference. All other capitalized words and phrases in this Agreement shall have the following meanings:

(a) "Affiliate" means, with respect to any Person, any Person that controls, is controlled by, or is under common control of, such Person

. For purposes hereof, "control" shall mean the right to direct the actions of a Person, whether through the ownership of equity interests or through representation on the governing body of such Person.

(b) "Agreement" means this Amended and Restated Operating Agreement, as it may be amended from time to time.

(c) "Articles" shall mean the Articles of Organization of the Company, as filed with the Secretary of State of the State of Georgia on September 30, 2008, as the same may be amended from time to time.

(d) "BBA Partnership Audit Rules" mean Sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015, including any other Code provisions with respect to the same subject matter as Sections 6221 through 6241 of the Code, and any regulations promulgated or proposed under any such Sections and any administrative guidance with respect thereto.

(e) "Board of Managers" or "Board" shall mean, collectively, the Managers appointed pursuant to Section 3.2 below.

(f) "Change of Control" means, with respect to a Person, the occurrence of any of the following: (i) the sale of all or substantially all of the assets of such Person to an unaffiliated third party; (ii) a sale resulting in more than 50% of the aggregate outstanding voting power of the capital stock (or equity interests) of such Person being held by an unaffiliated third party; (iii) a merger, consolidation, recapitalization or reorganization of such Person with or into an unaffiliated third party, if and only if such event listed in clause (iii) above results in the inability of the members, partners or shareholders prior to such event to designate or elect a majority of the managers (or the board of directors (or its equivalent)) of the resulting entity or its parent company; or (iv) any other transaction that constitutes a "change of control" under U.S. securities laws or the Code.

(g) "Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

(h) "Consumer Price Index" means the "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor.

(i) "Distributable Cash" means, with respect to any Fiscal Year, all cash receipts of the Company during such period (including proceeds of sales, financings, re-financings and other events of a capital nature) plus any cash that becomes available from reserves, less (i) operating expenses or other expenditures made during such period, (ii) professional fees and expenses incurred by the Company in connection with the conduct of its business, (iii) interest and principal paid on any indebtedness, and (iv) any amount that the Managers may reasonably determine to be necessary or advisable to reserve for the conduct of the business of the Company, including without limitation amounts required

for payment of expenses and obligations (including obligations to Members) that have accrued or shall accrue in the reasonable future, capital expenses required or projected to be required in the reasonable future, and a reasonable reserve for contingencies.

(j) "Effective Date" means July 11, 2018.

(k) "General Interest Rate" means a rate per annum equal to the lesser of (i) the per annum rate equal to the "Prime Rate" as reported in the "Money Rates" Section of The Wall Street Journal (provided, that if such Prime Rate is there reported as a range of rates, for purposes of the indebtedness the Prime Rate shall be the highest of such range of rates; the initial interest rate shall be based on the Prime Rate in effect on the date of creation of the obligation to which such rate applies; thereafter, the interest rate of the indebtedness shall be adjusted at the beginning of each calendar quarter until such debt obligation is paid in full), and (ii) the maximum rate permitted by applicable law.

(l) "Good Reason" means the occurrence of any of the following: (i) a reduction in Shaver's base salary, bonus opportunity or guaranteed payments; (ii) a relocation of the Company's principal office by more than 15 miles, which is not proposed nor agreed by Shaver; (iii) any breach by the Company of any provision of this Agreement or any provision of any other agreement between Shaver and the Company; (iv) an adverse change or reduction, as applicable, in Shaver's title, authority, duties, or responsibilities; (v) an adverse change in the reporting structure applicable to Shaver; or (vi) the Company or UL/HK executes an agreement relating to, or consummates, a Change of Control.

(m) "Interest" means a Person's share of the Profits and Losses of the Company, and the right to receive distributions from the Company in accordance with the terms of this Agreement.

(n) "Interest Holder" means any entity or individual owning an Interest, regardless of whether such individual or entity has been admitted into the Company as a Member.

(o) "Liquidating Managers" means the Managers at such time as the Company is liquidating, or, if there are no Managers at such time, the Members, acting by Majority Vote.

(p) "Liquidation" means for the purpose hereof, as to the liquidation of the Company and of an Interest Holder's Interest in the Company, the same as the meanings for such terms that they have for purposes of the Regulations; "termination" of the Company shall be synonymous with its liquidation; and whenever any contribution or distribution hereunder is to be made on, at, or in connection with any such liquidation or termination, the same shall be required by the end of the taxable year of the Company during which such liquidation or termination occurs or, if later, the ninetieth (90th) day following such liquidation.

(q) "Major Decision" means any of the matters listed in Section 3.5 which shall require the approval of Members who own at least seventy-five percent (75%) of the Membership Interests then issued and outstanding.

(r) "Manager(s)" means such one or more persons appointed by the Members to manage the business and affairs of the Company in accordance with the provisions of this Agreement, and any persons that may be appointed by the Members to succeed duly-appointed Manager(s) in that capacity

. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(s) "Majority Vote" means a vote or written consent by Persons who hold then issued and outstanding Membership Interests that exceed seventy-five percent (75%) of all the then issued and outstanding Membership Interests in the Company.

(t) "Member(s)" means each party who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members

. If a person is a Member immediately prior to the purchase or other acquisition by such person of a Member's Interest, such person shall have all the rights as a Member with respect to such purchased or otherwise acquired Interest.

(u) "Membership Interest" means all the rights of a Member in the Company, including (i) a Member's Interest; (ii) right to inspect the Company's books and records, and (iii) the right to participate in the management of the Company and to vote on matters coming before the Company.

(v) "Partnership Representative" has the meaning set forth in Section 10.4(b) of this Agreement.

(w) "Permitted Transferee" means: (i) with respect to a Member other than an individual, any Affiliate of such Member; and (ii) with respect to a Member who is an individual: (A) any lineal descendant of such Member; (B) any organization exempt from federal income tax pursuant to Section 501(c)(3) of the Code; (C) any inter-vivos trust for the exclusive benefit of one or more of the Member, his spouse, and/or one or more individuals or organizations described in clauses (A) and (B) hereof; and (D) any corporation, partnership, limited liability company, foreign or domestic, or other entity that is, and only for so long as it remains, wholly owned by one or more of the Member, his spouse, and/or one or more individuals, organizations, or trusts described in clauses (A) through (C), inclusive, hereof.

(x) "Person" means an individual or a corporation, a limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.

(y) "Tax Matters Member" means the Member appointed as the "tax matters partner" for purposes of the Code pursuant to Section 10.4(a) of this Agreement.

(z) "Transfer" means, as a verb, to sell, assign, give, exchange, lease, encumber, pledge, hypothecate, mortgage, or otherwise grant any interest in property to another Person, including without limitation by operation of law, and as a noun means the granting of any interest in property through any of the aforementioned methods.

## ARTICLE III

## MANAGEMENT OF THE COMPANY

### 3.1 Management

. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the business and affairs of the Company shall be managed exclusively under the direction and control of the Board of Managers, which shall have full and complete

power and authority to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Subject to the terms, conditions and limitations set forth in this Agreement, including, without limitation, Section 3.5, the Board of Managers shall act by the affirmative vote of a majority of the Managers.

Subject to the terms, conditions and limitations set forth in this Agreement, including, without limitation, Section 3.5 and Section 3.35, the Board of Managers hereby delegates the day-to-day operations of the Company's business to the officers of the Company. For the avoidance of doubt, no individual Manager, in his capacity as a Manager, shall have the power or authority to act on behalf of the Company or the Board of Managers unless so authorized and empowered by the entire Board of Managers pursuant to the terms and subject to the conditions in this Agreement.

### 3.2 Number of Managers, Tenure and Rights to Nominate

. The Company shall initially have up to five (5) Managers. The Members hereby appoint Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers of the Company. Each of the Members agrees to vote its or his Membership Interest to elect and re-elect Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers at each annual meeting of the Members as long as each is able and willing to serve, subject to Paragraphs 3.2(a), (b) and (c) below.

(a) Nominees of UL/HK

. So long as UL/HK or its successors own at least sixty percent (60%) of the Membership Interest in the Company, UL/HK or its successor shall be entitled to designate three (3) Managers.

(b) Nominees of Shaver

. So long as Shaver or his successors own at least forty percent (40%) of the Membership Interest in the Company, Shaver or his successors shall be entitled to designate two (2) Managers, one of which may be Shaver himself.

(c) Elections of Managers; Qualifications; Voting

. Each of the Members agrees to vote its or his Membership Interest to elect and re-elect Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers at each annual meeting of the Members, or such substitute nominees of the respective Members in accordance with Paragraphs (a), (b) and (c) of this Section 3.2 as long as such individual is able and willing to serve and so designated by the Members of the Company. At all such times that Managers shall be chosen for the Company, including, without limitation, filling vacancies resulting from the removal or resignation of Managers, each of the Members shall vote for the election of Managers, and take such other actions at all times, as may be necessary in order to satisfy and effectuate the provisions and requirements of this Article and of this Agreement generally. As soon as this Agreement has been fully executed by the initial parties hereto, a Members' meeting shall be held, if necessary, to conform the Board of Managers to the requirements of this Section 3.2. Thereafter, the nomination and election of Managers shall take place at the annual meeting of Members of the Company, or at any special meeting properly called for such purpose. Subject to the terms of this Section 3.2, Managers shall be elected by the Majority Vote of the Members. Subject to all of the foregoing, each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers need not be residents of the State of Georgia or Members of the Company.

(d) Board of Managers

. The Board of Managers of the Company shall consist of the Managers of the Company so elected.

(e) Meetings of the Board of Managers

. The entire Board of Managers of the Company shall meet at least quarterly. Unless otherwise unanimously agreed by the Managers, all meetings of the Board of Managers shall be at the Company's principal office, or by telephone in accordance with the Act. If a meeting is required at the Company's office, then the Company shall pay reasonable travel costs for any Manager traveling from outside of the State of Georgia. Any two (2) Managers or holders of at least fifteen percent (15%) of the issued and outstanding Membership Interests may call a meeting of the Board of Managers.

**3.3 Intentionally Omitted.**

**3.4 Intentionally Omitted.**

**3.4**

**3.5 Major Decisions**

. The Company shall not be bound by any Major Decision, and the Company and its Managers and officers shall not approve or take any step to accomplish any matter constituting a Major Decision, except pursuant to and after the approval of such Major Decision by the affirmative vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests in the Company. The "Major Decisions" are the following actions:

(a) Real Estate

. Buying, selling or encumbering any land, building, or other real estate owned by the Company.

(b) Other Assets

. Selling, encumbering, or pledging all or part of the assets of the Company other than in the ordinary course of business; provided, that in no event may the Company incur secured indebtedness without the approval thereof by the entire Board of Managers.

(c) Equity Transactions

. Buying or selling of shares or other ownership interests in other companies or businesses, including, without limitation, establishing any subsidiary of the Company.

(d) Capital Changes

. Increasing or decreasing of authorized or issued capital, including, without limitation, issuing new Membership Interest or any other equity interests in the Company.

(e) Premises

. Establishing, closing or discontinuing any branch offices or business premises, including, without limitation, leasing any such premises.

(f) Officers

. Appointing officers, except to the extent expressly provided elsewhere in this Agreement.

(g) Capital Expenditures

. Making capital expenditures in excess of those (in the aggregate or by line item) contained in the Company's Approved Budget, subject to Section 3.35.

(h) Agreements

. Entering into, terminating or amending oral or written agreements which are material in amount or duration or which involve an element of personal confidence, including, but not limited to, any oral or written employment agreement.

(i) Mergers and Other Transactions

. Merging or consolidating or entering into an exchange with any Person, or acquiring all or any substantial portion of the assets of, or equity in, any Person, or liquidating or dissolving the Company.

(j) Distribution Income Policy

. Distributing Distributable Cash to the Members, except for distributions declared in accordance with the Company's current distribution policy as set forth in Section 7.3 below. The Company shall make distributions pursuant to such policy until and unless such policy is changed by vote or agreement by Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(k) Interest Repurchases. Redeeming, retiring, purchasing or otherwise acquiring, directly or indirectly, any Membership Interest or other Interest in the Company, except as expressly required or approved elsewhere herein.

(l) Loans and Travel Expenses

. Making any loans or other advances of money (other than compensation, travel advances and other similar advances in the ordinary course of business) to officers, Managers or Members of the Company.

(m) Compensation and Expenses

. Paying "guaranteed payments," bonuses, or other compensation to any person who is a Manager or Member of the Company, except that (i) Shaver shall initially receive as fixed base annual compensation the sum of Two Hundred Seventy-Five Thousand Dollars ($275,000.00) and (ii) the Board of Managers shall declare an annual bonus to Shaver in his capacity as an officer who is actively engaged in management.

(i) Specifically, Shaver shall receive, as a bonus which shall be classified as "guaranteed payments", with respect to each Fiscal Year, the total amount of fifteen percent (15%) of the Company's Profits during the preceding Fiscal Year, provided that, solely for the purposes of this Paragraph 3.5(m), the determination of the "Profits" of the Company shall be

determined without reduction for any amounts paid to Shaver as a bonus pursuant to this Paragraph 3.5(m) with respect to that Fiscal Year or any prior Fiscal Years.

(ii) The Company shall pay on behalf of, or reimburse Shaver for, all expenses, costs, fees and insurance premiums incurred in connection with the ownership and use of a motor vehicle by Shaver, as long as Shaver is an officer of the Company.

(iii) Any other increase in base annual compensation to Shaver shall require the approval of the Board of Managers. Any change in such bonus policy for Shaver must be approved by the vote or agreement of the Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(iv) The remaining Profits of the Company shall be distributed to the Members in proportion to the amounts of their respective Interests that they each own in the Company, subject to the directions and limitations set forth in Section 7.3 below.

(n) Employee Bonuses

. The Company shall pay with respect to each Fiscal Year a bonus of eight percent (8%) of the Company's Profits to the employees of the Company other than Shaver, provided that, for the purposes of this Paragraph 3.5(n), the determination of the "Profits" of the Company shall be determined without reduction for any amounts paid to Shaver as a bonus pursuant to Paragraph 3.5(m) above with respect to that Fiscal Year or any prior Fiscal Years, and without reduction for any amounts paid as bonuses to the employees of the Company pursuant to this Paragraph 3.5(n) with respect to that Fiscal Year or any prior Fiscal Year. Shaver, so long as he is still employed by the Company, shall determine the allocation of the bonus pool among the employees of the Company. Any change in such bonus policy for the employees of the Company must be approved by the vote or agreement of the Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(o) Subsidiary Corporations

. Voting in a Members' or Managers' meeting of any subsidiary corporation or any other corporation as to any of the issues set forth in this Section 3.5.

(p) Auditors

. Appointing new auditors for the Company.

(q) Lending; Banks

. Changing the Company's banking relationships, or borrowing money for the Company from banks or other lending institutions.

(r) Principal Office

. Changing the principal office of the Company from that where it is presently located.

(s) Exercise of Option

. Exercising any option to purchase, or accepting any offer to sell, any Interest pursuant to any provision of Article VIII below.

(t) Determination of Disability

. Determining a Member to be a disabled Member for the purposes of Section 8.4 below.

(u) Expansion of Business

. Any expansion of the business of the Company, including through the acquisition of the other operating entities or their assets, or through the provision of any additional services, to any area of activity not reasonably related to the business purpose of the Company stated in Section 1.5 above.

(v) Entertainment Expenses

. Any increase or reduction of the agreed annual budget amount for entertainment and business development expenses from two-tenths of one percent (0.2%) of the immediately preceding Fiscal Year's total gross revenue.

(w) Affiliate Transactions. To approve any compensation agreement or arrangement, contractual agreement, or services agreement or arrangements on behalf of the Company, whether written or oral, with (i) UL/HK, (ii) any Affiliate of UL/HK, or (iii) any employee or individual affiliated with UL/HK.

(x) Bankruptcy. Any commencement of any suit, proceeding or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, the appointment of a receiver or trustee, or any other relief of debtor proceeding.

(y) Fringe Benefits. The adoption or termination of any fringe benefit program or plan for the employees of the Company.

**3.6 Liability for Certain Acts**

. Each Manager shall act in a manner he believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or other Managers for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section 3.6. No Manager has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or Profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Agreement. Each Manager shall be entitled to rely on information, opinions, reports or statements, or other financial data prepared or presented in accordance with the provisions of the Act or other applicable law.

**3.7 Managers Have No Exclusive Duty to Company**

. Subject to the obligations of Shaver as an officer of the Company, and the terms and provisions of any employment agreement between the Company and any of its Managers, no Manager shall be required to manage the Company as his sole and exclusive function or to devote any minimum number of hours to the affairs of the Company and each Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any

Manager or to the income or proceeds derived therefrom. The Managers shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

**3.8 Bank Accounts**

. All funds of the Company shall be deposited in such bank account or accounts as shall be determined by the Members under Section 3.5 above. All withdrawals shall be made upon checks signed by, or by electronic fund transfers authorized by, such persons as the Managers may designate from time to time.

**3.9 Indemnity of the Managers, Officers, Employees and Other Agents.**

(a) Managers

. The Company shall indemnify and save harmless the Managers and, if applicable, the Liquidating Managers from any claims, demands, loss or damage, costs and expenses, including without limitation, reasonable attorneys' fees arising or incurred by them by reason of any failure to act or act performed by them for and on behalf of the Company and in furtherance of its interest, provided such acts or failures to act were done in good faith and on behalf of the Company and were not grossly negligent, did not constitute willful misconduct, were not in knowing violation of law or the terms of this Agreement, or a transaction in which said Manager received a personal benefit in violation of the terms of this Agreement. Such indemnification shall be made from assets of the Company. The Company may make advances for expenses.

(b) Non-Managers

. The Company shall indemnify its officers, employees and other agents who are not Managers to the fullest extent permitted by law, provided such acts or failures act to were done in good faith and on behalf of the Company and were not grossly negligent, did not constitute willful misconduct, were not in knowing violation of law or the terms of this Agreement, or a transaction in which said Person received a personal benefit in violation of the terms of this Agreement. Such indemnification shall be made from assets of the Company. The Company may make advances for expenses.

**3.10 Resignation**

. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

**3.11 Removal**

. Subject to the provisions of Section 3.2 above, at a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by Majority Vote of Members. No Manager who has been nominated by a Member under Section 3.2 above where such Member desires such Manager to continue in office as a Manager shall be removed under this Section 3.11. The removal of a Manager who is also a Member shall not affect the Managers' rights as a Member and shall not constitute a withdrawal of a Member.

**3.12 Vacancies**

. Subject to the provisions of Section 3.2 above, any vacancy occurring for any reason in the number of Managers of the Company may be filled by Majority Vote of Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by Majority Vote of Members an annual meeting or at a special meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

**3.13 Approval or Ratification of Acts or Contracts by Members**

. The Managers in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by Majority Vote of the Members shall be valid and binding upon the Company, unless such action is a "Major Decision" to be decided under Section 3.5 above. Failure of the Managers for any reason (or for no reason) to submit any act or contract to the Members for approval or ratification shall not in any way act to, or be deemed to, make such act or contract void or voidable.

**3.14 Annual Meeting**

. A meeting of the Managers shall be held immediately following the annual meeting of Members for the transaction of such business as may properly come before the meeting.

**3.15 Special Meetings**

. Special meetings of the Managers, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager.

**3.16 Place of Meetings**

. By the affirmative vote of the Managers, the Managers may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia. Pursuant to Section 3.21, Managers may attend and participate in any meeting of the Managers by a conference telephone or similar communications equipment in compliance with the requirements of Section 3.21.

**3.17 Notice of Meetings**

. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, or by private carrier, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Manager at his address.

**3.18 Meeting of the Managers**

. If the Managers shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

**3.19 Quorum**

. A majority of the Managers shall constitute a quorum at any meeting of the Managers.

**3.20 Manner of Acting**

. Each Manager shall have one (1) vote. If a quorum is present, the affirmative vote of a majority of the Managers shall be the act of the Managers, unless the vote of a greater number or proportion is otherwise required by the Act or by this Agreement, including without limitation under Section 3.5 above.

**3.21 Action by Written Consent or Telephone Conference**

. Any action permitted or required by the Act, the Articles or this Agreement to be taken at a meeting of the Managers or any committee designated by the Managers may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Managers or members of such committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Georgia, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Managers or any such committee, as the case may be. Subject to the requirements of the Act, the Articles or this Agreement for notice of meetings, unless otherwise restricted by the Articles, Managers or members of any committee designated by the Managers, may participate in and hold a meeting of the Managers or any committee of Managers, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**3.22 Intentionally Omitted**

**3.23 Conflicts of Interest**

. The Company may transact business with any Manager, Member, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties and the Member, officer or Manager(s) who proposes any such transaction fully discloses to the Board of Managers the nature of any relationship with any such related party and the terms of the transaction.

**3.24 Salaries; Reimbursements**

. Subject to Paragraph 3.5(m) of this Agreement, the compensation of the Managers shall be fixed from time to time by Majority Vote of the Members, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also a Member of the Company. The Managers shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder.

**3.25 Chairman of the Board of Managers**

. The Chairman of the Board of Managers, if any, shall preside, when present, at all meetings of the Members and all meetings of the Managers.

**3.26 Officers.**

(a) Appointment

. The Board of Managers may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Georgia, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation formed under Georgia law, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of or limitation on authority and duties made to such officer by the Managers, subject to the provisions of this Agreement. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers and shall be reasonable with respect to the services rendered.

(b) Resignation

. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers.

**3.27 Chief Executive Officer**

. The Chief Executive Officer shall be the chief executive officer and chief operating officer of the Company and, subject to the provisions of this Agreement, shall have general supervision of the affairs of the Company and shall have general and active control of all its business. He shall preside, in the absence of the Chairman of the Managers, if any, at all meetings of Members and at all meetings of the Managers. He shall see that all orders and resolutions of the Managers and the Members are carried into effect. He shall have general authority to execute bonds, deeds and contracts in the name of the Company and affix the Company seal thereto; to sign Membership Interest certificates; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his authority or under authority of an officer subordinate to him; to suspend for cause, pending final action by the authority which shall have elected or appointed him, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief executive officer of a corporation, except as otherwise provided in this Agreement.

**3.28 President**

. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Managers or the Chief Executive Officer may from time to time prescribe.

**3.29 Executive Vice President**

. In the absence of the Chief Executive Officer and the President or in the event of their inability or refusal to act, the Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated or, in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Managers, the Chief Executive Officer or the President may from time to time prescribe. The Vice President in charge of finance, if any, shall also perform the duties and assume the responsibilities described in Section 3.32 for the Treasurer, and shall report directly to the Chief Executive Officer of the Company.

**3.30 Secretary**

. The Secretary shall attend and record minutes of the proceedings of all meetings of the Managers and any committees thereof and all meetings of the Members. He shall file the records of such meetings in one or more books to be kept by him for that purpose. Unless the Company has appointed a transfer agent or other agent to keep such a record, the Secretary shall also keep at the Company's registered office or principal place of business a record of the original issuance of Membership Interests issued by the Company and a record of each transfer of those Interests that have been presented to the Company for registration of transfer. Such records shall contain the names and addresses of all past and current Members of the Company and the Membership Interests held by each of them. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Managers, and shall perform such other duties as may be prescribed by the Managers or the Chief Executive Officer, under whose supervision he shall be. He shall have custody of the company seal of the Company and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Managers may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his signature. The Secretary shall keep and account for all books, documents, papers and records of the Company except those for which some other officer or agent is properly accountable. He shall have authority to sign certificates and shall generally perform all the duties usually appertaining to the office of the secretary of a corporation.

**3.31 Assistant Secretaries**

. In the absence of the Secretary or in the event of his inability or refusal to act, the Assistant Secretary, if any (or, if there be more than one, the Assistant Secretaries in the order designated or, in the absence of any designation, then in the order of their election), shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Managers, the Chief Executive Officer or the Secretary may from time to time prescribe.

**3.32 Treasurer**

. The Treasurer, if any (or the Vice President in charge of finance, if one be elected), shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers or the Chief

Executive Officer. He shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Managers, at its regular meetings, or when the Managers so require, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Managers, he shall give the Company a bond (which shall be renewed every six (6) years) in such sum and with such surety or sureties as shall be satisfactory to the Managers for the faithful performance of the duties of his office and for the restoration of the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company, with the Company to reimburse the Treasurer for the cost thereof. The Treasurer shall be under the supervision of the Vice President in charge of finance, if any, and he shall perform such other duties as may be prescribed by the Managers, the Chief Executive Officer or any such Vice President in charge of finance.

**3.33 Reimbursement; Compensation**

. The officers of the Company shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder and shall receive such compensation, if any, for their services as is described in Paragraph 3.5(m) above, or as may be designated from time to time by the Board of Managers in accordance with the terms of this Agreement.

**3.34 Appointment of Officers.**

(a) Officers

. The officers of the Company shall be chosen by its Board of Managers in accordance with this Agreement; provided that, so long as each individual named below, respectively, is a Manager of the Company, the Board of Managers shall elect him to the office indicated below:

| Individual | Office |
|---|---|
| Richard Lee Chi Tak | Chairman of the Board |
| Shaver | President and CEO |
| Shaver | Secretary |
| Shaver | Treasurer |

(b) Removal of Officer for Cause

. Any officer can be removed for cause, provided, that in order to remove an individual from an office that he is named to hold pursuant to Paragraph 3.34(a), above, at least four (4) Managers must vote for removal in a special meeting of the Board of Managers properly called for that purpose. For the purposes of this Agreement, "cause" shall mean the following:

(i) Any material breach of the terms or conditions of this Agreement after written notice of the breach given by the Company to the officer and an appropriate opportunity given to the officer to cure the breach;

(ii) Dishonesty or fraud with respect to the business or properties of the Company;

(iii) Repeated failure to abide by reasonable rules or regulations governing the transaction of the business of the Company as the Company may from time to time

adopt or approve after written notice of the failure given by the Company to the officer and an appropriate opportunity given to the officer to cure the failure;

(iv) Willful or persistent inattention to duties and/or acts amounting to gross negligence or willful misconduct after written notice of the inattention given by the Company to the officer and an appropriate opportunity given to the officer to cure the inattention;

(v) Misappropriation of funds, assets, or corporate opportunities for personal gain;

(vi) Intentional wrongful disclosure of trade secrets, proprietary information, or confidential information of, or relating to, the Company;

(vii) The final, non-appealable conviction of the officer of fraud, or of any felony;

(viii) The repeated failure to follow reasonable and material written instructions or directions of the Company after written notice of the failure given by the Company to the officer and an appropriate opportunity given to the officer to cure the failure; or

(ix) Absence from work for a consecutive period of ten (10) working days, based on a five day work week, during any fiscal year (excluding absences due to disability, holidays, vacation days, approved sick leave, or personal leave days).

**3.35 Annual Budget**. At least forty-five (45) days prior to the commencement of each fiscal year of the Company (beginning in calendar year 2018), or at such other time(s) as agreed to by the Board of Managers, the Chief Executive Officer shall cause to be prepared and shall submit to the Board of Managers a proposed operating budget and capital expenditure budget for the Company for such fiscal year and a business plan for such fiscal year. The Chief Executive Officer shall revise the proposed budgets in form and substance reasonably satisfactory to the Board of Managers. Each budget and business plan approved by the Board of Managers pursuant to this Section 3.35 is referred to herein as an "Approved Budget". The Chief Executive Officer shall have the power and authority to make the expenditures and incur the obligations provided for in and otherwise implement an Approved Budget, without the need for such implementation, expenditures or obligations to be further approved by any Manager. Until final approval of a budget and business plan by the Board of Managers, the Chief Executive Officer shall have the authority and power to operate the Company on the basis of the previous fiscal year's Approved Budget, together with an increase in such Approved Budget equal to (x) the actual increase in expenses associated with real estate taxes and assessments, insurance premiums, utilities, rent and other non-discretionary expenses and (y) with respect to any discretionary expenses (other than Shaver's salary), the greater of (i) the increase in the Consumer Price Index since the end of the prior fiscal year and (ii) an aggregate amount equal to three percent (3%) of the discretionary expenses in such Approved Budget.

## ARTICLE IV

## RIGHTS OF MEMBERS; MEETINGS OF MEMBERS

**4.1 Authority; Limitations on Liability**

(a) Except as otherwise set forth in this Agreement, no Member, in his or its

capacity as a Member, shall have any power or authority to bind the Company unless the Member has been authorized by all the Managers to act as an agent of the Company in accordance with this Agreement.

(b) Each Member's liability shall be limited as set forth in this Agreement, the Articles, the Act and other applicable law.

**4.2 No Liability for Company Obligations**

. No Member will have any personal liability for any debts or losses of the Company, except as provided by law.

**4.3 Annual Meeting**

. A meeting of Members shall be held annually for the election of Managers and for the transaction of such other business as may properly come before the meeting. The meeting shall be held at such time and place on such date as the Members shall determine from time to time and as shall be specified in the notice of this meeting.

**4.4 Special Meetings**

. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by a Member or Members holding at least fifteen percent (15%) of the Membership Interests.

**4.5 Place of Meetings**

. By Majority Vote, the Members may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia. Pursuant to Section 4.15, Members may attend and participate in any meeting of the Members by a conference telephone or similar communications equipment in compliance with the requirements of Section 4.15.

**4.6 Notice of Meetings**

. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, or by private carrier, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

**4.7 Meeting of all Members**

. If all of the Members shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

**4.8 Record Date**

. For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.8, such determination shall apply to any adjournment thereof.

**4.9 Quorum**

. Members holding at least seventy-five percent (75%) of all Membership Interests represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting a majority of Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Interests whose absence would cause less than a quorum to be present.

**4.10 Manner of Acting**

. If a quorum is present, the Majority Vote of Members shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement.

**4.11 Voting List**

. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Membership Interests held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original ownership records shall be prima-facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section 4.11 shall not affect the validity of any action taken at the meeting.

**4.12 Proxies**

. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section 4.12. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two (2) or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents

thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Membership Interests that are the subject of such proxy are to be voted with respect to such issue. Membership Interests that are the subject of such proxy are to be voted with respect to such issue.

### 4.13 Action by Members Without a Meeting

. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 4.13 shall be effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

### 4.14 Conduct of Meetings

. All meetings of the Members shall be presided over by the Chairman of the Board of Managers. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

### 4.15 Action by Telephone Conference

. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### 4.16 Waiver of Notice

. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

### 4.17 Voting of Membership Interest

. The Members agree that at all times they will vote their Membership Interest in the Company in good faith and fair dealing in a manner consistent with the Company's best interests and in a manner consistent with this Agreement and will not, without the unanimous agreement of all Members, vote their Membership Interest or enter into consensual action with respect to their Membership Interest in a manner which would be inconsistent with or amendatory to this Agreement.

### 4.18 Covenants of Member Employees

. Each Member who also serves as a regular paid employee of the Company and the within-named Shaver regardless of whether or not he is a regular paid employee of the Company, so long as he is a Manager or an officer of the Company (a "**Member Employee**") acknowledges and agrees that the Company's ability in the ordinary course of business to develop and retain trade secrets, customer lists, proprietary techniques, information regarding customer needs, rates and other confidential information relating to the Company's

business is of the utmost importance to the Company's success, and further acknowledges that he will develop and learn such information in the course of his employment or position with the Company, and that such information would be useful in competing unfairly with the Company. Accordingly, each such Member Employee covenants and agrees with the Company as follows:

(a) Confidential Information

. The Member Employee will protect all Company Confidential Information (as defined below) at all times, both during and after his or her employment and holding of the position of Manager and/or officer, and will not disclose to any person, or entity, or otherwise use, except in connection with the Member Employee's duties performed for the Company, any Company Confidential Information. "**Company Confidential Information**" means all technical, business and other information of the Company, whether or not in writing, which derives value, economic or otherwise, from not being generally known to the public or to other persons or entities who can obtain value from its disclosure or use, including, without limitation, technical or nontechnical data, compositions, devices, methods, techniques, drawings, inventions, processes, financial data, financial plans, product plans, lists or information concerning actual or potential customers or suppliers, information regarding business plans and operations, methods and plans of operation, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, rates, and acquisition and investment plans. Company Confidential Information includes information disclosed or owned by third parties (including information of any Affiliate of the Company) that is treated by the Company as confidential or is subject to an obligation of the Company to treat such information as confidential, whether such obligation is contractual or arises by operation of law.

(b) Post-Termination Covenants

. Each Member Employee shall not, except on behalf of the Company or an Affiliate of the Company, at any time during the period commencing on the date of this Agreement and continuing for a period of twelve (12) months after the termination of such Member Employee as an employee (including acting as a Manager or officer):

(i) provide the Member Employee's services as an executive or manager to any person or entity providing freight forwarding or logistics in competition with the Company or with any of the companies which at the time of termination were constituents of the network known as the "ULI Group" within the states of Georgia, South Carolina, North Carolina, Virginia, Tennessee and Alabama; or

(ii) solicit, induce, or assist in the solicitation of, any person or entity employed or engaged by the Company in any capacity (including without limitation as an employee at will or independent contractor), to terminate such employment or other engagement; or

(iii) disparage the Company or any of its Managers, officers, employees, or agents.

## ARTICLE V

## CERTAIN STATUTORY MATTERS

### 5.1 Conflicting Interest Transactions

. The provisions of O.C.G.A. § 14-11-307 shall not apply to the Company, and any issues with respect to conflicting interest transactions shall be subject to the terms of this Agreement.

**5.2 Matters Requiring a Vote of Members or Managers**

. The provisions of O.C.G.A. § 14-11-308 shall not apply to the Company.

**5.3 Actions Without a Meeting; Meetings**

. The provisions of O.C.G.A., § 14-11-310, § 14-11-311, and § 14-11-312 shall not apply to the Company; provided, the provisions of O.C.G.A. § 14-11-309 shall apply and permit actions without a meeting as set forth therein and in this Agreement.

**5.4 Events of Disassociation**

. O.C.G.A. § 14-11-601.1(b) (4), (5) and (6) shall not apply to any Member or the Company.

**5.5 Events Causing Dissolution**

**5.6** . The events set forth in O.C.G.A

. § 14-11-602(b)(4) shall not cause a dissolution of the Company.

**ARTICLE VI**

**CAPITAL CONTRIBUTIONS**

**6.1 Original Contributions**

. Each Member has contributed to the Company certain property and acquired its Membership Interest as set forth on Schedule "A" attached, labeled "Interest Holders' Membership Interests." No Member shall have the right, obligation or be permitted to make any Capital Contribution to the Company without the prior unanimous written consent of the Members.

**6.2 Application of Proceeds**

. The Managers are authorized to apply the capital of the Company for such purposes and with such priorities in connection with the business of the Company as they in their sole discretion shall determine.

**6.3 Withdrawal and Reduction of Capital**

. No Interest Holder shall have the right to withdraw or reduce such Interest Holder's original investment except as may result by virtue of distributions as expressly provided herein. Furthermore, no Interest Holder shall have the right to demand property other than cash in return for such Interest Holder's original investment. Neither the Company nor any Interest Holder shall have any right to require the liquidation of any Interest Holder's Interest in the Company except in connection with liquidation of the Company or as expressly provided in this Agreement. In the event of any liquidation of an Interest Holder's Interest in the Company, such Interest Holder shall be entitled, in connection therewith, to a distribution of cash equal to the positive balance, if any, of such Interest Holder's Capital Account (unless this Agreement expressly provides for the distribution of some other amount to the Interest Holder).

**6.4 Loans and Advances by Interest Holders**

. No Interest Holder shall have the right, obligation or be permitted to lend and advance to the Company any amounts as a loan except with the prior unanimous written consent of the Members. Any loan to the

Company from an Interest Holder shall be evidenced by a promissory note in a form reasonably acceptable to counsel to the Company. If an Interest Holder makes a loan to the Company pursuant to this Section 6.4, the amount of the loan shall not entitle the lending Interest Holder to any increase in his or its share of distributions of the Company with respect to such Interest Holder's Interest or entitle him or it to any greater proportion of the Profits or Losses of the Company with respect to such Interest Holder's Interest. The amount of the loan shall be deemed a debt from the Company to the lending Interest Holder and shall bear interest from the date of the loan at the General Interest Rate as of the date of the loan plus one-half of one percent (0.5%). No Interest Holder shall have any greater liability for repayment of such loan than would be obtained with respect to repayment of any loan to the Company negotiated at arm's length with a third-party lender which is not an Interest Holder.

**6.5 List of Interest Holders**

. Upon written request of any Interest Holder, the Managers shall provide a list showing the names, addresses and Interest of all Interest Holders.

## ARTICLE VII

## MEMBERSHIP PERCENTAGES; ACCOUNTING ALLOCATIONS; DISTRIBUTIONS OF AVAILABLE CASH

**7.1 Membership Percentages**

. The original Membership Interests of the Members are as set forth on the attached Schedule "A" labeled "Interest Holders' Membership Interests."

**7.2 Allocations of Accounting Items.**

(a) A Capital Account shall be separately maintained for each Interest Holder in accordance with the terms of the Capital Account definition set forth in the Appendix hereto.

(b) After giving effect to the special allocations set forth in Paragraphs III(A) and III(B) of the **Appendix**, Profits for any Fiscal Year shall be allocated to the Interest Holders in proportion to their respective Interests.

(c) After giving effect to the special allocations set forth in Paragraphs III(A) and III(B) of the Appendix, Losses for any Fiscal Year shall be allocated as set forth in Subparagraph 7.2(c)(i) below, subject to the limitation in Subparagraph 7.2(c)(ii) below:

(i) To the Interest Holders in proportion to their respective Interests.

(ii) The Losses allocated pursuant to Subparagraph 7.2(c)(i) shall not exceed the maximum amount of Losses that can be so allocated without causing any Interest Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Interest Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Subparagraph 7.2(c)(i) hereof, the limitation set forth in this Subparagraph 7.2(c)(ii) shall be applied on an Interest Holder by Member Interest Holder basis so as to allocate the maximum permissible Losses to each Interest Holder under Section 1.704-1(b)(2)(ii)g. of the Regulations. All Losses in excess of the limitations set forth in this Subparagraph 7.2(c)(ii) shall be allocated to the Interest Holders, in proportion to their respective Interests.

(d) All items of Profit, Loss, income, gain, loss, deduction, and credit allocable to any Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Code Section 706 and the Regulations thereunder.

**7.3 Distributions**

(a) The Company shall distribute an amount equal to seventy-five percent (75%) of the Profits of the Company with respect to each Fiscal Year as follows:

(i) Fifty percent (50%) of the Profits within three (3) weeks of the delivery of the Company's compiled financial statements of that Fiscal Year's accounting; and

(ii) Twenty-five percent (25%) of the Profits on or before the 31st day of December of the immediately succeeding Fiscal Year.

Unless otherwise agreed, the remaining twenty-five percent (25%) of the Profits from any Fiscal Year that are not distributed to the Interest Holders shall be retained by the Company as a reserve or otherwise applied as determined by the Managers or Members in accordance with this Agreement.

(b) All distributions under this Section 7.3 shall be made to all Interest Holders of the Company in proportion to the Interests of the Interest Holders

. As provided in Section 3.5 above, from time to time, the Managers may make additional distributions to the Interest Holders of Distributable Cash as directed by the Members. For purposes of this Section 7.3, a distribution shall be treated as made with respect to a particular Fiscal Year of the Company (i) if made during the particular Fiscal Year and not designated by the Company as made with respect to another Fiscal Year, or (2) if specifically designated by the Company as made with respect to that particular Fiscal Year.

(c) Any amounts paid pursuant to Sections 3.9, 3.24 or 3.33 of this Agreement shall not be deemed to be distributions for purposes of this Agreement.

(d) Notwithstanding any other provision of this Section 7.3 to the contrary, each Interest Holder hereby authorizes the Company to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Company with respect to the Interest Holder as a result of the Interest Holder's participation in the Company; if and to the extent that the Company shall be required to withhold or pay any such taxes, such Interest Holder shall be deemed for all purposes of this Agreement to have received a payment from the Company as of the time such withholding or tax is paid, which payment shall be deemed to be a distribution to the extent that the Interest Holder (or any successor to such Interest Holder's Interest) is then entitled to receive a distribution

. To the extent that the aggregate amount of such payments to an Interest Holder for any period exceeds the distributions to which such Interest Holder is entitled for such period, the amount of such excess shall be considered a loan from the Company to such Interest Holder. Such loan shall bear interest (which interest shall be treated as an item of income to the Company) at the General Interest Rate until discharged by such Interest Holder by repayment, which may be made by the Company out of distributions to which such

Interest Holder would otherwise be subsequently entitled. Any withholdings authorized by this Paragraph 7.3(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the Company shall have received an opinion of counsel or other evidence satisfactory to the Managers to the effect that a lower rate is applicable, or that no withholding is applicable.

(e) For purposes of this Agreement, a liquidation of an Interest Holder's Interest means the termination of all the Interest Holder's Interest other than in connection with the dissolution, winding up, and termination of the Company

. Where an Interest Holder's Interest is to be liquidated by a series of distributions, the Interest shall not be considered as liquidated until the final distribution has been made. If an Interest Holder's Interest is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of that Interest Holder (as determined after taking into account all Capital Account adjustments with respect to that Interest Holder's Interest for the taxable year during which the liquidation occurs, as determined in accordance with Code Section 706. A distribution in liquidation of an Interest Holder's Interest shall be made by the end of the taxable year in which such liquidation occurs, or, if later, within ninety (90) days after the Interest Holder's Interest is liquidated.

(f) Subject to applicable law and to the extent of available Distributable Cash, the Company shall distribute to each Member during each fiscal year, an aggregate amount which is no less than the product obtained by multiplying (a) the highest effective combined federal and the applicable state income tax rate imposed on the ordinary income of individuals, and (b) the Company's estimated taxable income for federal income tax purposes for such fiscal year allocable to such Member. Distributions pursuant to this Section 7.3(f) shall be made on a quarterly basis during each fiscal year. Distributions pursuant to Sections 7.3(a) and 7.3(b) hereof, and any amounts which the Company withholds pursuant to Section 7.3(d) hereof, shall be applied against and reduce the amount to be distributed pursuant to this Section 7.3(f). Distributions pursuant to this Section 7.3(f) shall be deemed to be draws against distributions to which such Member would otherwise be entitled under Sections 7.3(a) and 7.3(b) of this Agreement. In no event shall any Member be required to make any Capital Contribution to permit the Company to distribute any amount pursuant to this Section 7.3(f).

## ARTICLE VIII

## TRANSFERS OF INTERESTS; CESSATION OF OWNERSHIP; ADMISSION OF ADDITIONAL MEMBERS

### 8.1 Restrictions on the Transfer of an Interest.

(a) Except as specifically provided in this Section 8.1 and in Sections 8.2, 8.3, 8.4 and 8.5 below, no Interest Holder may effect a Transfer of all or any portion of an Interest without the consent of all of the Managers

. Any attempted Transfer by a Person of any Interest or any other interest or right in or in respect of the Company other than in accordance with this Section 8.1 shall be, and is hereby declared, null and void ab initio.

(i) Notwithstanding Section 8.1(a) above, each of the Interest Holders shall have the right, during his lifetime or its legal existence, to Transfer, without further approval of the Managers, all or any portion of his or its Interest, for value or otherwise, to a Permitted Transferee. Unless the Permitted Transferee is admitted as a Member of the Company in accordance with this Section 8.1, any Interest transferred to the Permitted Transferee shall be

strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interest. Furthermore, any such Permitted Transferee not admitted as a Member shall be considered an Interest Holder with respect to the transferred Interest, but neither the Permitted Transferee nor the transferor shall, with respect to the transferred Interest, be entitled to vote on any matters coming before the Members, participate in the management of the Company or act as an agent of the Company.

(b) Subject to the provisions of Paragraphs 8.1(c), (d), and (e), a Person to whom any Membership Interest is transferred has the right to be admitted to the Company as a Member only if (i) the Member making such transfer grants the transferee the right to be so admitted, and (ii) such transfer is consented to in accordance with Paragraph 8.1(a).

(c) The Company may not recognize for any purpose any purported Transfer of all or part of the Interest unless and until the other applicable provisions of this Section 8.1 have been satisfied and the Managers have received, on behalf of the Company, a document (i) executed by both the Interest Holder effecting the Transfer (or if the transfer is on account of the death, incapacity, or liquidation of the transferor, his representative) and the Person to whom or which the Interests or part thereof is Transferred, (ii) including the notice address of any Person to be admitted to the Company as a Member and his agreement to be bound by this Agreement in respect of the Interest or part thereof being obtained, (iii) setting forth the amount of Interest after the Transfer of the Interest Holder effecting the Transfer and the Person to whom or which the Interest or part thereof are Transferred (which together must total the amount of Interest of the Interest Holder effecting the Transfer before the Transfer), and (iv) containing a representation and warranty that the Transfer was made in accordance with all applicable laws and regulations (including federal and state securities laws)

. Each Transfer and, if applicable, admission complying with the provisions of this Paragraph 8.1(c) shall be effective as of the first day of the calendar month immediately succeeding the month in which the Managers receive the notification of Transfer and the other requirements of this Section 8.1 have been met.

(d) For the right of an Interest Holder to Transfer his Interest or any part thereof or of any Person to be admitted to the Company in connection therewith to exist or be exercised, (i) either (A) the Interest or part thereof subject to the Transfer or admission must be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (B) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to the Managers to the effect that the Transfer or admission is exempt from registration under those laws; and (ii) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to the Managers to the effect that the Transfer or admission, when added to the total of all other sales, assignments, or other Transfers within the preceding twelve (12) months, would not result in the Company's being considered to have terminated within the meaning of Code Section 708

. The Managers, however, may at their discretion waive the requirements of this Paragraph 8.1(d).

(e) The Interest Holder effecting a Transfer and any Person admitted to the Company in connection therewith shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the Transfer or admission (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in this Paragraph 8.1(e)) on or before the tenth ($10^{th}$) day after the receipt by that Person of the Company's invoice for the amount due

. If payment is not made by the date due, the Person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the General Interest Rate.

**8.2 Rights of First and Second Refusal**

(a) Co-Sale Right.

(i) Notice From Selling Interest Holder. If any Interest Holder wishes to Transfer for consideration all (but not less than all) of his Interest in the Company to a third party (i.e., a person or entity that is not a party to this Agreement), that Interest Holder (the "**Selling Interest Holder**") shall first, give notice in writing to each other Interest Holder of record (the "**Non-Selling Interest Holders**") that the Selling Interest Holder wishes to Transfer all of his Interest to the purchaser(s) specified in such notice, for the price specified in such notice payable in cash. The Selling Interest Holder shall include with such notice a copy of a written, binding commitment of the specified purchaser(s) to purchase the Interests owned by the Non-Selling Interest Holders for the same price. The Selling Interest Holder shall have no responsibility or liability for default by such purchaser(s) under such commitment, but shall not be permitted to close his or its own sale with such purchaser(s) unless such commitment is honored.

(ii) Co-Sale Notices From Non-Selling Interest Holders. If notice is given by a Selling Interest Holder pursuant to Paragraph 8.2(a)(i) above, the Non-Selling Interest Holders shall have the optional right, acting jointly and unanimously, to give a Co-Sale Notice to the Selling Interest Holder, notifying the Selling Interest Holder that such Non-Selling Interest Holders require that all (but not less than all) of their Interest in the Company be sold to the purchaser(s) specified in the notice from the Selling Interest Holder for the same price specified in the notice payable in cash at closing. A Co-Sale Notice shall be given, if at all, within thirty (30) days after the date on which notice of a proposed Transfer was given by the Selling Interest Holder to the Non-Selling Interest Holders. If a Co-Sale Notice is given, the Interest in the Company owned by the Non-Selling Interest Holders shall be sold and purchased in accordance with this Section 8.2. The Selling Interest Holder may not sell his or its Interest unless the purchaser(s) also purchases the Interests of the Non-Selling-Interest Holders pursuant to their Co-Sale Notice.

(iii) Closing With Third Party. If any Non-Selling Interest Holder(s) give a Co-Sale Notice, a closing shall occur with such Non-Selling Interest Holder(s) on the date of, and at the same time as, the closing of the sale by the Selling Interest Holder to the third party. The exact date, time and place of the closing shall be reasonably determined by the Selling Interest Holder, upon reasonable notice to the Non-Selling Interest Holders and to the Company. Such date shall not be later than ninety (90) days from the date of the last Co-Sale Notice by a Non-Selling Interest Holder. The purchase price for the Interest(s) shall be as specified in the notice from the Selling Interest Holder.

(iv) No Co-Sale Notice. If the Non-Selling Interest Holders do not give a Co-Sale Notice, the sale will not proceed pursuant to this Paragraph 8.2(a), and the Selling Interest Holder may not sell his or its Interest except pursuant to Paragraph 8.2(b) below.

(b) Buy-Sell Provisions

. This Paragraph 8.2(b) shall apply to all voluntary Transfers proposed by any Interest Holder and not subject to the provisions of Paragraph 8.2(a), above, i.e., where an Interest Holder attempted a Transfer of all of his Interest under Paragraph 8.2(a), above, but did not receive a Co-Sale Notice from the Non-Selling Interest Holders. In any such case, before the proposing Interest Holder may make any such voluntary Transfer, he or it shall give the Company and the other Interest Holders written notice that he or it proposes

to make such Transfer. Such notice shall recite that it constitutes an offer to sell such Interest, pursuant to the requirements of this Paragraph 8.2(b). Such notice shall specify the nature of the proposed transaction, the parties thereto, the arrangements for closing, and, if the proposed transfer is a sale, the purchase price.

(i) If UL/HK is the proposing Interest Holder, the notice shall offer all such Interest to Shaver. Such offer shall allow Shaver twenty (20) days from the receipt of such offer to accept all (but not part) of the Interest offered to him, by so notifying UL/HK, the other Interest Holders, if any, and the Company in writing of their acceptance.

(ii) If Shaver is the proposing Interest Holder, the notice shall offer all such Interest to UL/HK, which shall have twenty (20) days from the receipt of such offer to accept all (but not part) of the Interest offered to it by notifying Shaver and the Company in writing.

(iii) With respect to any Interest not already covered by acceptances under this Paragraph, the proposing Interest Holder shall repeat such offer to the Company, which shall have the right (but not the obligation) for a period of twenty (20) days from the date of receipt by it of such notice to accept all (but not part) of the Interest offered to it by notifying the proposing Interest Holder and all other Interest Holders in writing.

(c) Closing Terms

. The parties to an accepted offer shall be bound to close in accordance therewith. If the proposed voluntary transaction results from a third party offer, the closing under an accepted offer shall be at the same purchase price and on the same terms and conditions as the proposed offer, except that the purchaser under the accepted offer shall have at least thirty (30) days from the acceptance of the offer to close, or, if more than one sale will close, then thirty (30) days from the acceptance of the last offer. In the event that the purchase price is not determined by a third party offer (e.g., the Interests are proposed for transfer by gift), the purchase price shall be equal to the Profits of the Company for its Fiscal Year which ends immediately prior to simultaneously with the transaction computed in accordance with Generally Accepted Accounting Principles ("**GAAP**"), multiplied by the percentage of the Seller's Interest in the Company being transferred. If the purchase price so determined of the Selling Interest Holder's Interest is zero or a negative amount, then the purchase price shall be One Hundred Dollars ($100.00). The place for closing under an accepted offer shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably set by the proposing Interest Holder, upon reasonable advance notice to the purchaser(s).

(d) Conditions to Sale and Purchase - Consummating Initially Proposed Transaction

. With respect to the Selling Interest Holder's Interest offered but not accepted pursuant to this Article, the Selling Interest Holder may close the proposed voluntary transaction, but (i) only in accordance with the terms and conditions disclosed to the Company and the other Interest Holders, (ii) only if the proposed transferee, upon transfer, becomes a party to this Agreement and (iii) only within the thirty (30) day period next succeeding the expiration of the last of the periods within which an offer could be accepted by the Company or any of its Interest Holders under Paragraph 8.2(c) above. Any such sale or purchase of any Interest under this Agreement shall comply with Paragraphs 8.1(d) and (e) above. Any Interest sold to the Company or any Interest Holder pursuant to this Agreement shall be sold and transferred free and clear of any liens, claims, and encumbrances whatsoever.

(e) No Transfer

. If the Transfer of Interest by the Selling Interest Holder to the proposed purchaser named in the Selling Interest Holder's notice is not made within thirty (30) days after the date the Selling Interest Holder became free to transfer the Interest to the proposed purchaser, the right to Transfer the Interest in accordance with the Selling Interest Holder's notice shall expire. In such event this Agreement, including, without limitation, this Section 8.2, shall remain in full force and effect as to the offered Interest so that, in order for the Selling Interest Holder to make a Transfer of the offered Interest, such Transfer must once again adhere to the procedure set forth in Paragraphs 8.2(a) and (b) above.

**8.3 Purchase Rights and Obligations upon Death of Shaver.**

(a) General Obligation of UL/HK

. Upon the death of Shaver, the Company shall redeem all of Shaver's Interest, and Shaver's executor, administrator, or other legal representative, shall sell and convey such Interest to the Company under the terms and conditions set forth below.

(b) Purchase Price

. The purchase price of the Interest of Shaver shall be equal to (i) the Fair Market Value as of the date of Shaver's death, multiplied by (ii) Shaver's ownership percentage of the outstanding Interests of the Company (for the avoidance of doubt, such percentage as of the date hereof would be forty percent (40%)).

(c) Method of Payment

. The purchase price of the Membership Interest of Shaver shall be paid by the Company as follows: (i) 66.67% of the purchase price shall be paid in cash or by wire transfer of immediately available funds on the closing date of the sale and purchase of Shaver's Interest and (ii) 33.33% of the purchase price shall be paid pursuant to a secured promissory note (the "**Deceased Note**") that will be executed and delivered by the Company at the closing. Such Deceased Note shall have the following provisions:

(i) The Deceased Note shall bear interest at the rate of five percent (5%) per annum.

(ii) The entire principal balance and accrued interest under the Deceased Note shall be due and payable on the first (1st) anniversary of the closing date of the sale and purchase of Shaver's Interest.

(iii) The Company shall have the privilege and right to prepay the Deceased Note at any time without penalty.

(iv) In the event that the Company fails to make any payment when due, and should such default continue for ten (10) days following receipt by the Company of notice of such default from the holder of the Deceased Note, the entire unpaid principal balance of the Note together with all unpaid and accrued interest shall, at the option of the holder of the Deceased Note, immediately become due and payable. In addition, the Deceased Note shall automatically become immediately due and payable in the event any one or more of the following occur: (i) the Company or UL/HK experiences a Change of Control ; (ii) the Company or UL/HK ceases to conduct business; (iii) the liquidation or dissolution or merger or consolidation of the Company or UL/HK; (iv) the Company or UL/HK files for, or has filed against it, any petition in bankruptcy or any proceeding under any law relating to the relief of debtors, or the appointment of a receiver of

its property, which petition is not dismissed within forty-five (45) days; (v) the Company or UL/HK makes any assignment for the benefit of its creditors; or (vi) UL/HK ceases to own a Membership Interest in the Company which (A) constitutes a majority of the issued and outstanding Interests in the Company and (B) possesses at least a majority of voting power of all of the then issued and outstanding Membership Interests in the Company. In the event that the Deceased Note is collected by or through an attorney at law, then the holder of the Deceased Note shall be entitled to collect the amount of reasonable attorneys' fees and expenses actually incurred in the collection of the amounts owed, not to exceed fifteen percent (15%) of the principal and interest due.

(v) The Company's obligations under the Deceased Note shall be secured by a pledge of Shaver's Interest that is being purchased by the Company, which pledge will be evidenced by a pledge agreement in form and substance reasonably acceptable to Shaver's executor, administrator or other legal representative (the "**Deceased Pledge Agreement**")..

(vi) UL/HK shall guarantee in full all of the Company's obligations under the Deceased Note pursuant to a guaranty that will be executed by UL/HK in favor of Shaver's estate, in form and substance reasonably acceptable to Shaver's executor, administrator or other legal representative.

(d) Funding of Company Purchase

. To fund the purchase of Shaver's Interest, the Company may (but is not required to) purchase life insurance (in its name) insuring the life of Shaver in such sums as would be sufficient to pay the purchase price for the Interest.

(e) Closing

. The closing shall occur within the latter of (x) sixty (60) days after the death of Shaver and (y) fifteen (15) days after the appointment of a personal representative of Shaver's estate; provided, however, the closing shall not occur prior to the determination of the Fair Market Value of Shaver's Interest. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company upon reasonable advance notice to the seller. The Company shall execute and deliver its Deceased Note and the Deceased Pledge Agreement to the personal representative of Shaver at closing. Shaver's representative shall transfer title to the Interest subject to Section 8.3(c)(i), otherwise free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company such documents as reasonably required by the Company to effect the transaction and perfect title to such Interest. The payments to be made to Shaver's representative pursuant to this Section 8.3 are in complete liquidation and satisfaction of all the rights and interest of Shaver and his representative (and of all Persons claiming by, through, or under Shaver and his representative) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

(f) Repayment from Distributions. No amendments to this Agreement shall be made prior to the payment in full of the entire principal balance and accrued interest under the Deceased Note.

**8.4 Purchase Rights and Obligations upon Resignation for Good Reason or Long-Term Disability of Shaver.**

(a) General Obligation of the Company

. Upon the termination of Shaver's employment as a result of (x) his resignation for Good Reason or (y) his long term or permanent disability, the Company shall redeem Shaver's Interest in the Company and Shaver (through, if necessary, his guardian, conservator, or other legal representative, as applicable) shall sell and convey such Interest to the Company, under the terms and conditions set forth below.

(b) Purchase Price

. The purchase price of the Interest of Shaver shall be equal to (i) the Fair Market Value as of the effective date of Shaver's resignation for Good Reason or the date that Shaver suffers a "long term or permanent disability," multiplied by (ii) Shaver's ownership percentage of the outstanding Interests of the Company (for the avoidance of doubt, such percentage as of the date hereof would be forty percent (40%)).

(c) Method of Payment

. The purchase price of the Membership Interest of Shaver shall be paid by the Company as follows: (i) 50% of the purchase price shall be paid in cash or by wire transfer of immediately available funds on the closing date of the sale and purchase of Shaver's Interest and (ii) 50% of the purchase price shall be paid pursuant to a secured promissory note (the "**Subject Note**") that will be executed and delivered by the Company. The Subject Note shall have the same terms and conditions as set forth in Paragraph 8.3(c) above (including, for the avoidance of doubt, Paragraph 8.3(c)(v) and Paragraph 8.3(c)(vi)), provided that the principal balance (and accrued interest thereon) under the Subject Note shall be payable in two equal annual installments, with the first installment being due and payable on the first (1st) anniversary of the closing and the second installment being due and payable on the second (2nd) anniversary of the closing.

(d) Transfer of Membership Interest

. Shaver's Interest shall be promptly transferred and conveyed to the Company at the time of delivery of the Company's Subject Note to Shaver or his guardian, conservator, or other legal representative, as applicable.

(e) Definitions

(i) Shaver shall be deemed to have suffered a "long term or permanent disability" (x) if he is eligible to receive, or does collect, disability insurance payments under the long-term disability policy that is provided by the Company (the "**LTD Policy**"), or (y) if no LTD Policy exists, (A) he becomes and continues to be incapacitated due to illness, injury or mental condition preventing or rendering him substantially incapable of performing his duties as an employee, officer, and/or director of the Company for a period of over one hundred eighty (180) days, and if (B) as of the end of such 180-day period, his recovery and restoration to health or mental competency reasonably appear to the Company to be unlikely within the next one hundred eighty (180) days.

(ii) The term "long term or permanent disability" shall not include: (a) Shaver's retirement; or (b) Shaver's incapacitation as the result of any intentional and voluntary act. In addition, if Shaver resigns as (or for any other reason is no longer) an employee, officer, or director, then the subsequent disability of Shaver shall not require the purchase of his Membership Interest under this Article.

(f) Continuation of Life Insurance, Where Applicable

. If the Company has elected to purchase insurance on the life of Shaver pursuant to the Company's responsibilities under Paragraph 8.3(d) above, and such insurance is in effect at the time Shaver suffers a long term or permanent disability, and such insurance remains available at substantially similar rates or rates which the Company deems to be reasonable, the Company shall continue to pay for such life insurance until such time as either one of the following events occurred:

(i) Payment in full to Shaver of all of the installments under the Subject Note representing the purchase price due and owing pursuant to the provisions of Paragraph 8.4(c) above; or

(ii) The death of Shaver.

(g) Distribution of Life Insurance Proceeds, Where Applicable

. If Shaver dies before UL/HK has made full payment of the purchase price for his Interest, then the proceeds from any applicable life insurance policy shall be paid as follows:

(i) The Company shall first pay to itself an amount equal to the total of the insurance premiums paid by the Company on Shaver's life; and,

(ii) The balance of the proceeds from the life insurance policy, if any, shall be paid to the estate of Shaver, to the extent of the amount owed under the Company's Subject Note.

(h) Closing

. The closing shall occur within the ninety (90) days after Shaver (i) suffers a long term or permanent disability pursuant to Subparagraph 8.4(e)(i) above or (ii) resigns from his employment for Good Reason, as applicable; provided, however, the closing shall not occur prior to the determination of the Fair Market Value of Shaver's Interest. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company upon reasonable advance notice to the seller. Shaver or his representative shall transfer title to the Interest free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company such documents as reasonably required by the Company to effect the transaction and perfect title to such Interest. The Company shall execute and deliver its Subject Note to Shaver or his representative at closing. The payments to be made to Shaver pursuant to this Section 8.4 are in complete liquidation and satisfaction of all the rights and interest of Shaver (and of all Persons claiming by, through, or under Shaver) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

(i) Repayment from Distributions. No amendments to this Agreement shall be made prior to the payment in full of the entire principal balance and accrued interest under the Subject Note.

**8.5 Company Repurchase Pursuant to Attempted Transfer, Involuntary Buy-Out or Repurchase Event.**

(a) Repurchase Event

. Upon the occurrence of any "**Repurchase Event**" (as defined below), the Company (or other Interest Holders) may purchase and the Interest Holder subject to any such event (the "**Selling Interest Holder**") shall sell all of the Selling Interest Holder's Interest in the Company, for the purchase price and under the terms set forth herein. As used herein, a "**Repurchase Event**" means any of the following:

(i) The attempted Transfer of any Interest by an Interest Holder in violation of the terms of this Agreement or absent the requisite consent of the Members; or

(ii) If any Interest Holder (A) makes a general assignment for the benefit of creditors; (B) is declared insolvent in any state insolvency proceeding; (C) becomes the subject of an order for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et. seq., or successor statute (the "Bankruptcy Code"); (D) becomes a voluntary debtor in a case under Chapter 11 of the Bankruptcy Code and fails to achieve confirmation of a plan of reorganization within one hundred eighty (180) days; (E) becomes an involuntary debtor in a case under either Chapter 7 or 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within ninety (90) days, or, with respect to a Chapter 11 case in which an order for relief is entered prior to the expiration of ninety (90) days, fails to achieve confirmation of a plan of reorganization within one hundred eighty (180) days of the commencement of the involuntary case; or (F) consents to or is subjected to the appointment of a trustee, receiver or liquidator with respect to all or substantially all of its properties, and, where such appointment was contested, there has been a failure to vacate such appointment within ninety (90) days of appointment.

(b) Required Offers

. In the event of any Repurchase Event, the following provisions shall apply:

(i) If the Repurchase Event involves the Interests held by UL/HK, the Interests shall be offered in whole (but not part) to Shaver. Such offer shall allow Shaver twenty (20) days from the receipt of such offer to accept the Membership Interests offered to him, by so notifying UL/HK, the other Members, if any, and the Company in writing of his acceptance. If Shaver does not accept the offer for all of the Interests, the remaining Interests shall be offered to the Company which shall have fifteen (15) days to accept said offer. In no event shall UL/HK be obligated to sell Interests pursuant to this Paragraph 8.5(b)(i) unless all of its Interests are purchased.

(ii) If the Repurchase Event involves the Interests held by Shaver, the Interests shall be offered in whole (but not part), to UL/HK, which shall have twenty (20) days from the receipt of such offer to accept it by notifying the proposing Member and the Company in writing.

(iii) With respect to any Interests not covered by the acceptances stated in the immediately preceding subparagraphs (i) and (ii), the offer shall be repeated to the Company, which shall then have the right (but not the obligation) for a period of twenty (20) days from the date of receipt by it of such notice to accept such offer and purchase all (but not part) of the Interests on the terms and conditions provided herein. Within such twenty (20) day period, the Company shall give written notice to all Members as to whether or not the Company accepts such offer.

(c) Purchase Price

. The purchase price of the Membership Interests subject to offers and acceptances under this Section 8.5 shall be equal to the Profits of the Company for its Fiscal Year which ends immediately prior or simultaneously with the Repurchase Event computed in accordance with GAAP, multiplied by the percentage of the Interest of the Company being sold. If the purchase price so determined of the Selling Interest Holder's Interest is zero or a negative amount, then the purchase price shall be One Hundred Dollars ($100.00).

(d) Closing

. The parties to an accepted offer shall be bound to close in accordance therewith; otherwise, there shall be no obligation on the part of the parties to this Agreement to purchase Membership considered offered pursuant to Paragraph 8.5(b). Closing shall occur within sixty (60) days of exercise of the acceptance of the offer, or, if more than one sale will close, then within sixty (60) days of acceptance of the last offer. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company (even if it is not the purchaser) upon reasonable advance notice to the seller and, if the purchaser is not the Company, to the purchaser. The purchase price for all sales of Interests pursuant to this Section 8.5 shall be paid by the same method of payment as in Paragraph 8.4(c) above, except that the first installment under the Note shall be due and payable thirty (30) days after the date of the Note. All closings resulting from a Repurchase Event shall take place simultaneously. The Selling Interest Holder shall transfer title to the Interest free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company or other purchaser such documents as reasonably required by such purchaser to effect the transaction and perfect title to such Interest. The Company and each purchasing Member shall execute and deliver its Note to the Selling Interest Holder at closing. The payments to be made pursuant to this Section 8.5 are in complete liquidation and satisfaction of all the rights and interest of the affected Interest Holder (and of all Persons claiming by, through, or under the Interest Holder) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

**8.6 Interests in an Interest Holder**

. An Interest Holder that is not a natural person may not cause or permit an interest, direct or indirect, in itself to be Transferred of such that, after the Transfer, the Company would be considered to have terminated within the meaning of Code Section 708.

**8.7 Withdrawal**

. A Member does not have the right or power to withdraw from the Company as a Member except in connection with a Transfer of the entirety of such Interest Holder's Interests in accordance with this Agreement.

**8.8 Disassociation**

. Neither the death (nor, in the case of a corporation or other organization, the liquidation), insanity, retirement, resignation, nor expulsion of a Member, nor other event of dissociation or withdrawal as respects a Member (in any such case, a "**disqualification**") shall constitute a breach hereof. In the event of any such event, the Company shall not automatically dissolve and shall dissolve only upon the vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests of the Members, and if so determined within ninety (90) days of such disqualification, the Company shall dissolve. If dissolved, the Company may be reconstituted upon such terms and conditions

as the Members interested in continuing may in good faith determine, and all Members (other than the Member subject to the disqualification) shall join in such reconstitution, except that no Member shall be required to become a Manager in the absence of such Member's consent.

**8.9 Members**

. Each Member (i) affirms that he or it has purchased and now holds his or its Interest in the Company for his or its own account, solely for investment and not with an intention of distributing, dividing, or reselling the same and holds the Membership Interests as set forth in Schedule "A" hereto, and (ii) acknowledges that his or its interest in the Company has not been registered under the federal or any state securities laws and therefore cannot be resold unless it is registered under the federal and all applicable state securities laws or exemptions from such registrations are available. The whole or any portion of the Membership Interest of a Member may be Transferred only consistent with such affirmation and acknowledgment, and provided, however:

(a) no such Transfer shall be made to any Person not lawfully empowered to own such interest, or to anyone who is incompetent or has not attained his majority;

(b) except as otherwise provided herein, no such Transfer shall be made but with the unanimous written consent of the Managers and all other Members, who shall under no circumstances be obliged to give such consent;

(c) such Member, and the person to whom such Transfer is made, shall execute, swear to, and deliver to the Managers such instruments in connection with the Transfer as are in form and content satisfactory to the Managers;

(d) no such Transfer shall be effective if it would result in (i) a termination of the Company for purposes of federal income taxation; or (ii) a violation of any federal or state securities laws, except that in case (i) such Transfer shall be effective if consented to by all of the Members other than any person interested in such Transfer; and

(e) any such Person to whom such Transfer is made (including any such person who purchases such interest in the Company upon foreclosure of a pledge or security interest) shall not become a substituted Member within the meaning of the Act with respect to such Member's interest except pursuant to the provisions of this Section 8.9.

An assignee who does not become a substituted Member is only entitled to receive that portion of the distribution of Distributable Cash to which his assignor would otherwise be entitled; all other rights incident to the interest so assigned shall be repurchased from the assignor and the assignor shall sell and convey such other rights to the Company for the sum of One Hundred Dollars ($100.00), at the request of the Company, except as otherwise provided in this Agreement.

**8.10 Admission of Additional Members**

. Upon the approval of Members pursuant to Section 3.5(d) above, the Company may admit additional persons as Members from time to time upon subscription by such prospective Member and acceptance in the sole discretion of the Managers. Any such prospective Member shall execute, swear to and deliver to the Company such instruments as are in form satisfactory to the Managers, and shall, upon execution thereof, contribute cash or other property or services to the Company in the amount set forth in such subscription. No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Company may, at the option of the Manager, close the books of

the Company (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new Member for that portion of the tax year in which a new Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder.

8.11 **Determination of Fair Market Value.**

(a) The "Fair Market Value" shall be determined as follows: the Company shall engage, as approved by the Board of Managers, a disinterested independent "qualified" appraiser (an "**Appraiser**") to determine the fair market value of the Company, taken as a whole, in accordance with the following provisions:

The term "**Fair Market Value**" shall mean the highest price for cash which the Company will bring in a competitive and open market under all conditions requisite to a fair sale with the buyer and seller each acting prudently and knowledgeably, and assuming such price is not affected by undue stimulus, and further assuming that: (i) buyer and seller are typically motivated; (ii) both parties are well-informed or well-advised and are each acting in what it considers its own best interest; (iii) a reasonable time is allowed for exposure on the open market; and (iv) payment is made in cash.

In calculating the "Fair Market Value," the Appraiser shall also take into account the retained earnings of the Company and such other factors as such Appraiser deems appropriate, including other financial information of the Company for such time period as such Appraiser deems is appropriate, the potential value of the Company, the prospects of the Company and the industries in which it competes.

For the avoidance of doubt, the purchase price for Shaver's Interest shall not take into account (i) the fact that such Interest represents a minority interest, (ii) any lack of marketability of such Interest, (iii) any restrictions on the transfer thereof, or (iv) any other discounts.

The Appraiser shall be instructed to furnish, within thirty (30) days after its selection, a written determination of the Fair Market Value as of the date of death of Shaver or the date that Shaver suffers a long term or permanent disability or the effective date of Shaver's resignation for Good Reason, as applicable (the "Appraisal").

(b) Second Appraiser. If Shaver or his legal representative does not agree with the Appraisal as determined by the Appraiser selected by the Company, then upon written notice from Shaver or his legal representative, such legal representative or Shaver shall, within ten (10) days after the date of such notice, select an Appraiser to determine the Fair Market Value within thirty (30) days after such Appraiser's selection.

If the higher of the two Appraisals does not exceed 110% of the lower Appraisal, then the Fair Market Value shall be the average of the two Appraisals.

If the higher of the two Appraisals is greater than 110% of the lower Appraisal, then the two Appraisers shall, within ten (10) days after the issuance of the second Appraisal, select a third Appraiser to determine the Fair Market Value.

The third Appraiser shall be instructed to issue a written Appraisal within thirty (30) days after its selection. The average of the two Appraisals, which have a Fair Market Value closest to each other, shall be the Fair Market Value.

(c) Cost of Appraisers. If one Appraiser is used, the Company shall pay the cost of such Appraiser. If two Appraisers are used, then the Company and Shaver or his legal representative

shall pay the cost of their respective Appraiser. If a third Appraiser is required, the Company and Shaver or his legal representative shall share the cost of the third Appraiser equally.

An Appraiser shall be "qualified" if he or she has no less than ten (10) years' experience in the appraisal of businesses comparable to the Company.

## ARTICLE IX

## DISSOLUTION AND WINDING-UP OF THE COMPANY

### 9.1 Dissolution

. The Company shall be dissolved (a) upon the vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests of the Members that it would be in the best interest of the Company to dissolve, either pursuant to Section 8.8 or otherwise; (b) the occurrence of an event resulting in cessation of ownership of the last remaining Member, as defined in Section 14-11-601.1 of the Act; or (c) the entry of a decree of judicial dissolution or the execution of a certificate of dissolution by the Secretary of State pursuant to the Act. In the event the Company is liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, but such liquidation does not constitute or result in a dissolution of the Company, the assets of the Company need not actually be applied and distributed as herein provided, but instead the Company shall be deemed to have distributed its assets as herein provided, subject to appropriate shares of liabilities of the Company, and the Members shall be deemed immediately thereafter to have recontributed such assets to the Company, subject to such shares of liabilities, and the business and affairs of the Company shall be deemed valid and adopted ab initio by the Company.

### 9.2 Proceeds of Winding Up

. Upon the dissolution of the Company, in the absence of reconstitution, the Liquidating Managers shall first file a statutory statement of commencement of winding up and then take full account of the Company's assets and liabilities. The assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof and the proceeds therefrom, to the extent sufficient therefor, shall be applied first to all debts and obligations of the Company, including to Members, next to the establishment pending liquidation of a reasonable reserve for contingencies, and finally to distributions to the Members in the manner set forth in Section 7.3. The Liquidating Managers shall be authorized to sell any, all or substantially all of the assets of the Company for deferred payment obligations, and to hold, collect and otherwise administer any such obligations or any other deferred payment obligations held or acquired as assets of the Company, regardless of the terms of such obligations.

### 9.3 Liquidation

. A reasonable time, including without limitation any time required to collect deferred payment obligations, shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidating Managers to minimize the normal losses attendant upon the liquidation. Each of the Members shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Liquidating Managers' compliance with the foregoing distribution plan, the Members shall execute, acknowledge, swear to and cause to be filed a certificate of termination of the Company. Neither the Liquidating Managers nor any Member shall be personally liable for the return of the original investment or contributions of the Members, or any portion thereof. Any such return shall be made solely from Company assets and in accordance with the express provisions hereof.

## ARTICLE X

## BOOKS OF ACCOUNT, ACCOUNTING, REPORTS, RETURNS FISCAL YEAR AND TAX ELECTIONS

### 10.1 Books of Account

. The Company's books and records shall be maintained at a place determined by the Managers. Subject to such reasonable procedural standards as may be established by the Members or Managers, from time to time, each Interest Holder shall, upon reasonable request, have access thereto, for any purpose reasonably related to the requesting Interest Holder's interest as an Interest Holder in the Company, at any time during ordinary business hours. The books and records shall be kept in accordance with the method of accounting, selected by the Managers, applied in a consistent manner, and shall reflect all Company transactions and be appropriate for the Company's business. The Interest Holders agree to maintain the confidential nature of the information contained in the books and records of the Company.

### 10.2 Reports and Accounts

. As soon as reasonably practicable after, and in all cases within three (3) months following the end of each fiscal year, each Interest Holder shall be furnished with a statement of profit or loss in respect of such year, prepared in accordance with Section 10.1 and, if so determined by the Majority Vote of the Members, audited by an independent certified public accountant selected by the Managers. Copies of all federal and state limited liability company income tax returns prepared by the Company shall be available to each Interest Holder, and copies of appropriate distributive share schedules thereto shall be furnished to each Interest Holder.

### 10.3 Tax Returns

. The Company will file all income tax and other returns which the Company may be required to file under the laws of the United States, any State or other political subdivision thereof, or any other jurisdiction, and will provide to each Interest Holder such information concerning the Company's assets, Profits or Losses which may be reasonably required to prepare any tax returns required of such Interest Holder by any such jurisdiction. In preparing such returns or providing such information, the Company will make such adjustments to its books and records or keep supplemental books and records which are reasonably required to comply with the statutes, regulations or other requirements of any jurisdiction and which are not consistent with the requirements of the Code or Regulations.

### 10.4 Tax Matters Partner

**; Partnership Representative**.

(a) For all purposes permitted or required by the Code, the Members constitute and appoint Shaver as tax matters member (defined as the "Tax Matters Partner" in Section 6231(a)(7) of the Code) for periods not governed by the BBA Partnership Audit Rules (the "**Tax Matters Member**"). The Tax Matters Member shall be entitled to reimbursement by the Company for all expenses reasonably incurred by it acting as the Tax Matters Member. The Tax Matters Member may resign at any

time by giving written notice to the Board of Managers. Upon the resignation of the Tax Matters Member, a new Tax Matters Member may be elected by the Board of Managers.

(b) The Members acknowledge that Subchapters C and D of Chapter 63 of the Code have been repealed, and that Chapter 63 of the Code has been amended, by Section 1101 of the Bipartisan Budget Act of 2015 to be effective with respect to taxable years beginning after December 31, 2017. Effective as of January 1, 2018, Shaver shall be designated the "partnership representative" as that term is used in Section 6223(a) of the Code as amended by the Bipartisan Budget Act of 2015 (the "**Partnership Representative**"). The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in all disputes, controversies or proceedings with the Internal Revenue Service, and is authorized to make any available election with respect to the BBA Partnership Audit Rules and take any action it deems necessary or appropriate to comply with the requirements of the Code and to conduct the Company's affairs with respect to the BBA Partnership Audit Rules. Each Member and former Member shall cooperate fully with the Partnership Representative with respect to any such disputes, controversies or proceedings with the Internal Revenue Service, including providing the Partnership Representative with any information reasonably requested to comply with and make elections under the BBA Partnership Audit Rules.

**10.5 Tax Elections**

. The Managers shall have the discretion and authority to make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law; (a) to adjust the basis of Company property pursuant to Code Sections (754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of interests in the Company and Company distributions in the manner provided in Regulations Section 1.754-1(b); (b) to extend the statute of limitations for assessment of tax deficiencies against the Interest Holders with respect to adjustments to the Company's federal, state, or local tax returns; and (c) to the extent provided in Code Sections 6221 through 6231, to represent the Company and the Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company and the Members, in their capacities as Members, and to file any tax returns and to execute any agreements or other documents relating to or affecting such tax matters, including agreement or other documents that bind the Interest Holders with respect to such tax matters or otherwise affect the rights of the Company and Interest Holders.

## ARTICLE XI

## CERTIFICATES

**11.1 Form of Certificates.**

(a) The Company may deliver certificates representing the Interest to which all Interest Holders are entitled

. Certificates representing Interests of the Company shall be in such form as shall be approved and adopted by the Managers and shall be numbered consecutively and entered in the records of the Company as they are issued. Each certificate shall state on the face thereof that the Company is organized under the laws of the State of Georgia, the name of the Interest Holder and the percentage of Interest, Each certificate shall also set forth on the back thereof a full or summary statement of matters required by the Act, the Certificate or this Agreement to be described on certificates representing Interest, and shall contain a conspicuous statement on the face thereof referring to the matters set forth on the back thereof.

(b) Certificates shall be signed by one or more of the Managers, or the Chief Executive Officer or the President, and may be sealed with the seal of the Company

. Either the seal of the Company or the signatures of the Manager(s), or both, may be facsimiles. In case any Manager who has signed, or whose facsimile signature or signatures have been used on such certificate or certificates, shall cease to be a Manager of the Company, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Company or its agents, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed the certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be a Manager of the Company.

**11.2 Lost Certificates**

. The Company may direct that a new certificate be issued in place of any certificate theretofore issued by the Company alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing the issue of a new certificate, the Managers in their discretion and as a condition precedent to the issuance thereof, may require the owner of the lost or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or give the Company a bond in such form, in such sum, and with such surety or sureties as it may direct as indemnity against any claim that may be made against the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

**11.3 Transfer of Certificates**

. Certificates representing an Interest shall be transferable, subject to the provisions of Article VIII, only on the records of the Company by the holder thereof in person or by his duly authorized attorney. Subject to any restrictions on transfer set forth in the Certificate or this Agreement or any agreement among Interest Holders to which this Company is a party or has notice, upon surrender to the Company of a certificate representing an Interest duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

**11.4 Registered Interest Holders**

. Except as otherwise provided in the Act or other Georgia law, the Company shall be entitled to regard the Interest Holder in whose name any certificates issued by the Company are registered in the records of the Company at any particular time as the owner of such Interest and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Interest on the part of any other person, whether or not it shall have express or other notice thereof.

## ARTICLE XII

## APPLICABLE LAW; WAIVER OF RIGHT TO JURY TRIAL AND PROCEDURAL DEFENSES

**12.1 Applicable Law; Waiver of Right to Jury Trial And Procedural Defenses**

. The parties executing this Agreement acknowledge that the part of the negotiations and anticipated performance of this Agreement occurred or shall occur, and that this Agreement is executed, in the City of Atlanta, Fulton County, Georgia, and that, therefore, the parties irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought only

in the courts of record of the State of Georgia in Fulton County or the District Court in the Northern District of Georgia in Atlanta, Georgia; (b) consent to the exclusive jurisdiction of said court in any such suit, action or proceeding; (c) waive any objection which any party may have to the venue of any such suit, action or proceeding in any of such courts under any statute or law of any jurisdiction; (d) waive any right to a jury trial; (e) waive any argument by either party based on an assertion that the opposing party lacks capacity to sue, including, without limitation, an argument based on a party's failure to register to do business in any jurisdiction; and (f) agree that Georgia law (without regard to any choice of law doctrines that might otherwise invoke the substantive or procedural law of any other jurisdiction) shall govern the interpretation of this Agreement and the rights and duties of the parties hereto. This provision is intended to focus the resolution of any dispute on the substance of such dispute without causing undue delay or expense from arguments concerning procedure. It is not intended to prevent a party from having sufficient time and notice to respond to a dispute.

## ARTICLE XIII

## MISCELLANEOUS

### 13.1 Contributions Under a Guaranty

. In the event that a lender requests payment of any Interest Holder or Interest Holders under a guaranty, or any Interest Holder advances funds to the Company to (a) pay the debts and liabilities of the Company as they come due; (b) preserve the assets of the Company; (c) prevent a default under the terms of any loan arrangement secured by the assets of the Company; or (d) pay taxes or other amounts owing to prevent liens from being asserted against the Property or the assets of the Company, the Interest Holders agree to share in such payment demands and/or advances pro rata based on the Interest Holders' Interests. The Interest Holders from whom the lender did not request payment or who did not make advances agree to pay their pro-rata share of such payment requests and advances to the Interest Holder or Interest Holders who made payment to the lender or made advances. All payments and advances made hereunder shall be deemed additional Capital Contributions.

### 13.2 Waiver of Partition

. Each of the parties hereto irrevocably waives during the term of the Company any right to maintain any action for partition with respect to the property of the Company.

### 13.3 Power of Attorney

. Each Interest Holder irrevocably constitutes and appoints each of the Managers as his or its true and lawful attorney-in-fact and agent, with full power and authority in such Interest Holder's name, place and stead, to execute, acknowledge, swear to, file, deliver and record in the appropriate public offices any and all amendments to this Agreement, certificates, instruments, and documents as may be required or appropriate to the Interest of any Interest Holder pursuant to this Agreement. Each Interest Holder hereby gives said attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite or necessary to be done in and about the foregoing as fully as such Interest Holder might or could do if personally present, and each Interest Holder hereby ratifies and confirms all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. It is expressly understood and intended by each Interest Holder that the grant of the foregoing power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any assignee of all or any part of his or its Interest. The foregoing power of attorney shall survive the death, legal incapacity, bankruptcy, dissolution, or insolvency of any Interest Holder during the term hereof and shall survive the delivery of any assignment or transfer by any Interest Holder of the whole or any portion of his or its Interest, and any assignee of an Interest Holder does

hereby constitute and appoint each of the Managers as his or its attorney-in-fact and agent in the same manner and force and for the same purposes as the assignor.

### 13.4 Entire Agreement; Amendments

. This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and this Agreement amends, restates and supersedes the Original Operating Agreement in its entirety. This Agreement may only be amended with the unanimous written consent of the Members.

### 13.5 Acceptance of Prior Acts by New Members

. Each person becoming a Member, by becoming a Member, ratifies all action duly taken by the Company, pursuant to the terms of this Agreement, prior to the date such person becomes a Member.

### 13.6 Notices

. Except as specifically provided in Section 3.17 and 4.6 above, any notice, payment, demand or communication required or permitted to be given by the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or if sent by Federal Express or similar overnight courier service or by registered mail, postage and charges prepaid, to the address of an Interest Holder as shown on the records of the Company, or to such other address as shall be furnished in writing by any party to another. Unless actual receipt of a notice is required by an express provision hereof, any such notice shall be deemed to be effective as of the earliest of (a) the date of delivery, or (b) as applicable, either (i) the first business day following the date of deposit with a qualified courier service, or (ii) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

| NAME: | ADDRESS: |
|---|---|
| ROBERT C. SHAVER | 620Hasty Trail<br>Canton, GA 30115 |
| UNIQUE LOGISTICS<br>HOLDINGS LIMITED | Unit B & D, 4th Floor<br>Sunshine Kowloon Bay Cargo Centre<br>59 Tai Yip Street<br>Kowloon Bay, Kowloon, Hong Kong |

### 13.7 Paragraph Headings and Pronouns

. Paragraph and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the context shall be require.

### 13.8 Severability

. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

### 13.9 Agreement for Further Execution

. At any time or times upon the request of the Managers, or if applicable, the Liquidating Managers, the Members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of such certificate whenever such amendment or cancellation is required by law or by this Agreement, and to cause the filing of any of the same for record wherever such filing is required by law.

### 13.10 Counterparts

. This Agreement may be executed in multiple counterparts, each counterpart consisting of a set of textual pages and one or more signature pages signed by one or more parties and all counterparts collectively exhibiting the signatures of all parties. Each set of such counterparts shall constitute one agreement and be deemed an original of such agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

### 13.11 Time

. Time is of the essence of this Agreement.

### 13.12 Contracts with Related Parties

. Nothing in this Agreement or in law shall prevent or be construed to prevent any of the Members, or any person related to any Member, from dealing with the Company as to any matter whatever, provided the terms of such dealing are fair, reasonable and fully disclosed to all parties of interest.

### 13.13 Characterization of Certain Payments.

(a) This Agreement contemplates that payments to Members designated herein or elsewhere as "interest," "principal" or "compensation for services," or in language of like tenor, are properly characterized as payments to Members other than in their capacities as Members, and consequently such payments are not contemplated as within the scope of Article VII, nor shall they affect any Capital Accounts maintained pursuant to the Appendix, except as may be specifically provided to the contrary

. Should payments of such "interest" or "compensation" be recharacterized as payments to Members as such, then the same shall be considered as "guaranteed payments," within the meaning of Section 707(c) of the Code, if applicable, or as special allocations of ordinary gross income. If and to the extent considered "guaranteed payments," such payments shall remain without the scope of Article VII and the Appendix, while if and to the extent considered special allocations of ordinary profits, such payments shall be reflected as special allocations to the respective recipients of ordinary profits in amounts equal to such payments for the periods in which the same are paid or otherwise properly accounted for, and as distributions of such amounts, and the recipients' Capital Accounts shall be increased and decreased accordingly. If and to the extent that such "principal" payments are recharacterized as payments to Members as such, they shall remain without the scope of Article VII, the amounts advanced in respect thereof shall be reflected as additional contributions to the capital of the Company, the payments themselves shall be reflected as distributions, and the recipients' Capital Accounts shall be increased and decreased accordingly. In any recharacterization situation, the provisions of Article VII and the Appendix shall continue to apply as written to all items and amounts not specifically provided for herein.

(b) This Agreement further contemplates that no interest income will be imputed to the Company in respect of required contributions from Interest Holders

. Should any such interest income be imputed as to any contribution, the amount of such contribution shall, for purposes of this Agreement, be considered to be the amount contributed net of such imputed interest amount, and the interest income so imputed shall be allocated to the contributor, so that the collective Capital Accounts effect will be an increase in the contributor's Capital Accounts for the entire amount paid in, inclusive of imputed interest.

(c) This Agreement further contemplates that in the event that any "tax-exempt entity" within the meaning of Section 168(h) of the Code is an Interest Holder in the Company, Company accounting items thereby affected shall be allocated, insofar as practicable, so as not to affect amounts allocated to Interest Holders who are not such entities.

**13.14 No Usury**

. Notwithstanding any other provision of this Agreement, no interest charge or other charge for the use of money shall be imposed hereunder which exceeds the maximum rate permitted to be imposed under applicable law. Any provision hereof which, absent this Section 13.14, would impose a specific such charge shall be interpreted to impose a charge equal to the lesser of such specified charge or the maximum so permitted.

**13.15 No Brokers**

. Each Member hereby represents and warrants to the other that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the Members' entry into this Agreement, and each Member hereby agrees to indemnify all other Members from and against any such commissions, fees or other compensation as may be claimed on account of dealings between the claimant and the indemnifying Member.

**13.16 Copies Reliable and Admissible**

. This Agreement shall be considered to have been executed by a person if there exists a photocopy or facsimile copy (or a photocopy of a facsimile copy) of an original hereof (or of a counterpart hereof) which has been signed by such person. Any photocopy or facsimile copy (or photocopy of a facsimile copy) of this Agreement or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original. Any signature page to this Agreement received via electronic mail in portable document format shall be deemed to be an original signature and shall be binding on the Members and the Company.

**13.17 Waivers**

. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**13.18 Rights and Remedies Cumulative**

. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**13.19 Heirs, Successors and Assigns**

. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

**13.20 Creditors**

. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

**13.21 Bankruptcy**

. Any trustee in bankruptcy for any Member or Interest Holder shall automatically be bound by the obligations of such Member or Interest Holder hereunder and equally with such Member or Interest Holder shall succeed to the other rights of such Member or Interest Holder when the Company has actual knowledge, to its reasonable satisfaction, of the filing of such petition and shall become a Member or Interest Holder hereunder for such purposes with respect to such Interest upon the re-registration of such Interest in its name.

**13.22 Successive or Overlapping Transactions**

. If a voluntary transaction or transactions, involuntary transaction or transactions, overlap with respect to the same Interest, among categories or within the same category, for purposes of effectuating the provisions of this Agreement giving rise to rights to purchase Interest, effect shall be given to such provisions in the order in which they are activated, with subsequently activated provisions being suspended while each previously activated provision is being effectuated, and when such effectuation is completed, then each subsequently activated provision shall be effectuated only as to any stock not already subject to accepted offers.

**13.23 Permitted Transactions**

. Neither of the following events shall be considered a voluntary or involuntary transaction giving rise to the rights to purchase an Interest under any provision of this Agreement, and, without limitation, each of them shall be permitted (subject, however, to any other applicable provisions of this Agreement):

(a) A merger involving the Company; and

(b) The voluntary or involuntary dissolution of the Company.

**13.24 Legal Fees.** The Company shall pay, or reimburse the Members for, any and all legal fees incurred by the Members in connection with the negotiation, preparation and execution of this Agreement.

IN WITNESS WHEREOF, the Company and the Members have executed, sealed and delivered this Agreement.

Witness

MEMBERS:

ROBERT C. SHAVER

Witness (WONG TO, THOMAS)

**UNIQUE LOGISTICS HOLDINGS LIMITED**

By: _____(SEAL)

Its Authorized Officer

To acknowledge the rights and obligations of the Company under the within Agreement the Company has caused its Chief Executive Officer to set his hand to this Agreement on the date first set forth above.

Witness

COMPANY:

By: _____(SEAL)

ROBERT C. SHAVER
Chief Executive Officer

**SCHEDULE "A"**

INTEREST HOLDERS' MEMBERSHIP INTERESTS

Names and Membership Interests

Effective Date: July 11, 2018

| Name | Membership Interest |
|---|---|
| UL/HK | 60% |
| SHAVER | 40% |
| **TOTAL** | 100% |

**APPENDIX**
**to AMENDED AND RESTATED OPERATING AGREEMENT of**
**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

**ITEM I.**
**TAX MATTERS GENERALLY:**

This Appendix is attached to and is a part of the AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**") of **UNIQUE LOGISTICS INTERNATIONAL (ATL), LLC** (the "**Company**"). The provisions of this Appendix are intended to comply with the requirements of Regulations § 1.704-1(b)(2) and Regulations § 1.704-2 with respect to Company allocations and maintenance of capital accounts. For purposes of the application of the Code and the Regulations, the terms "Interest Holder" and "Member" shall have the equivalent meaning to the term "Partner."

**ITEM II.**
**DEFINITIONS:**

Capitalized words and phrases used in this Agreement and in this Appendix shall have the meanings set forth herein. Whenever a term refers to a "Partner" or the "Partnership" in this Appendix or the Agreement, such term shall be synonymous with a "Member" or the "Company," respectively.

"**Adjusted Capital Account Deficit**" means, with respect to an Interest Holder, the deficit balance, if any, in such Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Interest Holder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debt to such Capital Account items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Capital Account**" means the Capital Account maintained for any Interest Holder in accordance with the following provisions:

(a) To each Interest Holder's Capital Account there shall be credited such Interest Holder's Capital Contributions, such Interest Holder's distributive share of Profits, and the amount of any Company liabilities assumed by such Interest Holder or which are secured by any property distributed to such Interest Holder.

(b) To each Interest Holder's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Interest Holder pursuant to any provision of this Agreement, such Interest Holder's distributive share of Losses and the amount of any liabilities of such Interest Holder assumed by the Company or which are secured by any property contributed by such Interest Holder to the Company.

(c) In determining the amount of any liability for purposes of Paragraphs (a) and (b) of this definition, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(d) In the event any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(e) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Interest Holder pursuant to Article IX of the Agreement upon the dissolution of the Company. The Managers shall adjust the amounts debited or credited to the Capital Accounts with respect to (i) any property contributed to the Company or distributed to an Interest Holder, and (ii) any liabilities which are assumed by the Company or an Interest Holder, in the event the Managers determines such adjustments are necessary or appropriate pursuant to Regulations Section 1.704-1(b)(2)(iv). The Managers shall also make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"**Capital Contribution**" means, with respect to any Interest Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company by such Interest Holder.

"**Depreciation**" means, for each taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"**Fiscal Year**" means (i) the period commencing on the Effective Date and ending on December 31, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to the Agreement and this Appendix.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by an Interest Holder to the Company shall be the gross fair market value of such asset, as determined by the contributing Interest Holder and the Managers, provided that, if a Manager is the contributing Interest Holder, the determination of the fair market value of the contributed asset shall require the consent of the other Managers, if any, or Members (other than the contributing Manager, if the contributing

Manager is also a Member) holding at least fifty-one percent (51%) of the Membership Interests then held by all of the Members (excluding any Membership Interests held by the contributing Manager), if none;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) the acquisition of an Interest or an additional interest in the Company by any new or existing Interest Holder in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to an Interest Holder of more than a de minimis amount of Company property or money as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, adjustments pursuant to clauses (i) and (ii) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Interest Holders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Interest Holder shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Managers, provided that, if a Manager is the distributee Interest Holder, the determination of the fair market value of the distributed asset shall require the consent of the other Managers, if any, or Members (other than the distributee Manager, if the distributee Manager is also a Member) holding at least fifty-one percent (51%) of the Membership Interests then held by the Members (excluding any Membership Interests held by the distributee Manager), if none;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (e) of the definition of "Profits" and "Losses" and Paragraph III(A)(7) hereof; provided, however, Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent the Manager determines that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d); and

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this definition, such Gross Asset Value shall thereafter be adjusted by any Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"**Nonrecourse Deductions**" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

"**Nonrecourse Liability**" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"**Partner Nonrecourse Debt**" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

"**Partner Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"**Partner Nonrecourse Deductions**" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"**Partnership Minimum Gain**" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"**Profits**" and "**Losses**" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(d) Gain or loss resulting from any disposition of Company property, and Depreciation with respect to such property (in lieu of any depreciation, amortization or other cost recovery deductions taken into account in computing such taxable income or loss) shall be computed with reference to the Gross Asset Value of such property notwithstanding that such Gross Asset Value differs from the adjusted tax basis of such property;

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of an Interest Holder's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(f) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Paragraphs III(A) and III(3) of this Appendix shall not be taken into account in computing Profits or Losses. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Paragraphs III(A) and III(B) of this Appendix shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (e) above.

"**Regulations**" means the Treasury Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

**ITEM III.**
**SPECIAL AND TAX ALLOCATIONS:**

A. **Special Allocations**. The following special allocations shall be made in the following order:

1. **Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of Article VII of the Agreement, if there is a net decrease in Partnership Minimum Gain during any Company Fiscal Year, each Interest Holder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Paragraph III(A)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

2. **Partner Nonrecourse Debt Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of Article VII of the Agreement and this Item In, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Company Fiscal Year, each Interest Holder who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Paragraph III(A)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

3. **Qualified Income Offset**. In the event any Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(1)(4), Section 1.704-1(b)(2)(ii)(4)d), or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Interest Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Interest Holder as quickly as possible, provided that an allocation pursuant to this Paragraph III(A)(3) shall be made only if and to the extent that such Interest Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in Article VII of the Agreement and this Paragraph III(A) have been tentatively made as if this Paragraph III(A)(3) were not in the Agreement.

4. **Gross Income Allocation**. In the event any Interest Holder has a deficit Capital Account at the end of any Company Fiscal Year which is in excess of the sum of (i) the amount such Interest Holder is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Interest Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Interest Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Paragraph III(A)(4) shall be made only if and to the extent that such Interest Holder would have a deficit Capital Account in excess of such

sum after all other allocations provided for in Article VII of the Agreement and this Item III have been made as if Paragraph III(A)(3) hereof and this Paragraph III(A)(4) were not in the Agreement.

5. **Nonrecourse Deductions**. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Interest Holders in proportion to their Interests.

6. **Partner Nonrecourse Deductions**. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Interest Holder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

7. **Code Section 754 Adjustment**. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)g or Regulations Section 1.704-1(b)(2)(iv)(m)@), to be taken into account in determining Capital Accounts as the result of a distribution to an Interest Holder in complete liquidation of his or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Interest Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Interest Holders to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

B. **Curative Allocations**. The allocations set forth in Paragraph 7.2(b) of the Agreement and in Paragraph III(A) hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Interest Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Paragraph III(B). Therefore, notwithstanding any other provision of Article VII of the Agreement and this Item III (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner he determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 7.2 and 7.3 of the Agreement. In exercising the discretion granted under this Paragraph III(B), the Managers shall take into account future Regulatory Allocations under Paragraphs III(A)(1) and III(A)(2) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Paragraphs III(A)(5) and III(A)(6).

C. **Other Allocation Rules**.

1. The Interest Holders are aware of the income tax consequences of the allocations made by Article VII of the Agreement and this Item III and hereby agree to be bound by the provisions of Article VII of the Agreement and this Item III in reporting their shares of Company income and loss for income tax purposes.

2. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

3. Solely for purposes of determining an Interest Holder's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Regulations Section 1.752-3(a)(3), the Interest Holders' interests in Company profits are in proportion to their Interests.

4. To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor not to treat distributions of Distributable Cash as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt.

D. **Tax Allocations: Code Section 704(c).**

1. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

2. In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

3. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Paragraph III(D) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Interest Holder's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

**[END OF APPENDIX]**

**EXHIBIT A-2**

# LLC OPERATING AGREEMENT
## FOR
## UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC

THIS LLC OPERATING AGREEMENT (the "***Agreement***") is made as of October 14, 2010 by the Member and UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC, a Delaware limited liability company (the "***Company***").

In consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon ratification by the owners of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc., it is hereby agreed as follows:

1. **Name and Organization.** The name of the Company is Unique Logistics International (NYC), LLC. The Company was formed on April 3, 2006 as evidenced by the official Certificate of Organization provided by the State of Delaware.

2. **Purposes and Powers**. The purpose of the Company is to engage in freight forwarding and logistics related services under the laws of the State of Delaware. Subject to the provisions of Section 13, below, the Company shall have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of its state of formation.

3. **Principal Office**. The principal office of the Company shall be at 154-09 146th Avenue, Jamaica, NY 11434 or at such place or places as designated by the Managing Member.

4. **Registered Agent**. The name of the registered agent for service of process of the Company and the address of the Company's registered office in the State of Delaware shall be c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware 19808 with a copy of all service to the Company at 154-09 146th Avenue, Jamaica, NY 11434 c/o Sunandan Ray, or such other agent or office as designated by the Managing Member.

5. **Term of Company and Ratification of this Agreement**. The Company shall commence upon the formation date as set forth in the records of the State of Delaware and shall conclude upon the vote of the owners of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc. This Agreement shall be ratified and shall be in force and effect upon the written consent of the owners of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc. Failure to obtain the written consent of owners of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc., shall render this Agreement void *ab initio*.

**6. Members**. Members become members of the Company through ownership of membership units. The Company is authorized to issue 100 Membership Units. The Company shall have one single Member and the name, address, number of membership units and current membership interest for each Member is set forth on **EXHIBIT A** attached hereto and incorporated herein by reference. Additional Members may only be admitted to the Company with the written consent of owners of at least seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc.

**7. Managing Member**. Unique Logistics International (USA), Inc. is hereby designated the managing member (the "***Managing Member***") of the Company. Any Additional Managing Member of the Company may only be designated by the Managing Member (such designation shall require the written consent of owners of seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc.). The Managing Member may be removed, with or without cause, by vote of greater than seventy-five percent (75%) of the outstanding shares of the Member.

**8. Rights of Members**. Except as specifically set forth in this Agreement or as required by law, any Members who are not Managing Member shall have no right to vote on any matters with respect to the Company.

**9. Capital Contributions**. The Member(s) shall contribute capital to the Company from time to time upon vote of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc.

**10. Allocations**. All income, gains and losses of the Company will be allocated to the accounts of the Members in accordance with each Member's Membership Interest as provided on **EXHIBIT A** hereto.

**11. Distributions to Members**. The Member will receive distributions if, upon winding up of the Company, the assets or proceeds available exceed the amount required for the payment and discharge of all of the Company's debts and liabilities. Subject to Section 13, distributions to the Members shall be in the discretion of the Managing Member. The Members have no right to demand or receive property other than cash from the Company in return for their capital contributions.

**12. Management**. Subject to the provisions of Section 13, below, the management, operation and policies of the Company are vested exclusively in the Managing Member. Subject to the provisions of Section 13, below, the Managing Member shall have the power on behalf and in the name of the Company to carry out and implement any and all of the objectives and purposes of the Company. The Managing Member hereby appoints the persons set forth on Exhibit A as officers of the Company to manage the operations of the Company and to serve until replaced by the Managing Member, upon vote of not less than seventy-five percent (75%) of the outstanding shares of the sole Member, Unique Logistics International (USA), Inc.

**13. Major Decisions**. The Company shall not be bound by any Major Decision, and the Company and its Managers and officers shall not approve or take any step to accomplish any

matter constituting a Major Decision, except pursuant to and after the written approval of such Major Decision by the affirmative vote of seventy-five percent (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc. The Major Decisions are the following actions:

Real Estate. Buying, selling or encumbering any land, building, or other real estate owned by the Company.

Other Assets. Selling, encumbering, or pledging all or part of the assets of the Company other than in the ordinary course of business; provided, that in no event may the Company incur secured indebtedness without the approval of seventy-five percent (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc.

Equity Transactions. Buying or selling of shares or other ownership interests in other companies or businesses, including, without limitation, establishing any subsidiary of the Company.

Capital Changes. Increasing or decreasing of authorized or issued capital, including, without limitation, issuing new Membership Interests in the Company.

Premises. Establishing, closing or discontinuing any branch offices or business premises, including, without limitation, leasing any such premises.

Officers. Appointing officers, except to the extent expressly provided elsewhere in this Agreement.

Yearly Budget Forecast. Making capital expenditures in excess of those (in the aggregate or by line item) contained in the Company's yearly budget forecast.

Agreements. Entering into, terminating or amending oral or written agreements which are material in amount or duration or which involve an element of personal confidence.

Mergers and Other Transactions. Merging or consolidating or entering into an exchange with any Person, or acquiring all or any substantial portion of the assets of, or equity in, any Person, or liquidating or dissolving the Company.

Distribution Income Policy. Subject to the working capital requirements of the Company and its banking obligations, the Company shall distribute by way of dividends a minimum of 75% of its trading profits after tax in respect of each financial year such profits as are then lawfully available for distribution as soon as the audited account of the latest fiscal year is available, or April 30, whichever is earlier, to the sole Member, Unique Logistics International (USA), Inc.

Interest Repurchases. Redeeming, retiring, purchasing or otherwise acquiring, directly or indirectly, any Membership Interest or other Interest in the Company.

Loans and Travel Expenses. Making any loans or other advances of money (other than compensation, travel advances and other similar advances in the ordinary course of business) to officers, Managers or Members of the Company.

Employee Bonuses. Any bonus policy for the officers and employees of the Company must be approved by the vote or agreement of the Members who own at least seventy-five (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc.

Subsidiary Corporations. Voting in a Members' or Managers' meeting of any subsidiary corporation.

Auditors. Appointing new auditors for the Company.

Banks. Changing the Company's banking relationships.

Principal Office. Changing the principal office of the Company from that where it is presently located.

Exercise of Option. Exercising any option to purchase, or accepting any offer to sell, any Interest.

Expansion of Business. Any expansion of the business of the Company, including through the acquisition of the other operating entities or their assets, or through the provision of any additional services, to any area of activity not reasonably related to the business purpose of the Company.

Entertainment Expenses. Any increase or reduction of the agreed annual budget amount for entertainment and business development expenses over 10% of the annual budget.

Encubrances. The issuance, grant, pledge, conveyance or other disposition or encumbrance of Interests in the Company, or warrants, options or other rights to acquire any Interests.

Sale of Substantially All Assets. To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan.

Officer Salaries. The establishment, increase or decrease of the salaries of any officer and the payment of any bonuses to any officer.

Benefit Programs. The adoption or termination of any fringe benefit program or plan for the employees of the Company.

Commencement of Suit. Any commencement of any suit, proceeding or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, the appointment of a receiver or trustee, or any other relief of debtor proceeding.

Notes and Mortgages. To execute on behalf of the Company any promissory notes, mortgages or deeds of trust, security agreements, documents providing for the acquisition, mortgage or disposition of the Company's property other than in the ordinary course of the business of the Company, assignments, partnership agreements, and operating agreements of other limited liability companies or corporations.

**14. Transfer**. No Member shall sell, assign, pledge, mortgage or otherwise dispose of or transfer such Member's interest in the Company without the written consent of at least seventy-five (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc., which consent may be withheld for any or for no reason. The transferee of a Member's interest shall in no event become a substituted Member without consent by the Managing Member, which consent may be withheld for any or for no reason.

**15. Non-liability**. No Member or Managing Member shall be liable to any other Member or Managing Member or the Company for honest mistakes of judgment or for any action or inaction, taken in good faith for a purpose that was reasonably believed to be in the best interests of the Company, or for losses due to such mistakes, action, or inaction, or to the negligence (gross or otherwise), dishonesty, or bad faith of any employee, broker, or other agent of the Company; *provided* that such employee, broker, or agent was selected, engaged, or retained with reasonable

care. The Managing Member may consult with counsel and accountants in respect of Company affairs and shall be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants; *provided* that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this paragraph shall not be construed so as to relieve (or attempt to relieve) any person of any liability by reason of gross negligence, recklessness or intentional wrongdoing or to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law, but shall be construed so as to effectuate the provisions of this paragraph to the fullest extent permitted by law.

**16. Indemnification**. The Company agrees to indemnify, out of the assets of the Company only, the Managing Member, the Members and their agents, affiliates and employees to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) reasonable fees, costs and expenses paid in connection with or resulting from any claim, action, or demand against the Managing Member, the Members, the Company and their agents, affiliates and employees that arise out of or in any way relate to the Company, its properties, business or affairs and (b) such claims, actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; *provided, however*, that this indemnity shall not extend to conduct not reasonably undertaken in good faith to promote the best interests of the Company nor to any gross negligence, recklessness or intentional wrongdoing.

**17. Amendment**. Except as otherwise required by applicable law, the terms and provisions of this Agreement may be modified or amended at any time and from time to time by the written consent of owners of not less than seventy-five (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc. No amendment or modification without written consent of owners of not less than seventy-five (75%) of the then issued and outstanding shares of the sole Member, Unique Logistics International (USA), Inc. is valid or binding.

**18. Miscellaneous**. This Agreement shall be binding upon the heirs, personal representatives and other successors of any Member. This Agreement shall be governed by and construed under the laws of the State of Delaware in all respects. The titles of the sections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement constitutes the full, complete and final agreement of the Members and supersedes all prior agreements between the Members with respect to the Company.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this **LLC OPERATING AGREEMENT** as of the date first written above.

**UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC**

NAME:
TITLE:

**MEMBER:**

**UNIQUE LOGISTICS INTERNATIONAL (USA), INC.**

Name:
Title:

**Authorized by the shareholders of Unique Logistics International (USA), Inc.**
**Unique Logistics Holdings Limited**

By:
Title:

**Frangipani Trade Services, Inc.**

By: SUNANDAN RAY
Title: DIRECTOR

EXHIBIT A

UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC

SCHEDULE OF MEMBERS

| NAME AND ADDRESS | MEMBERSHIP UNITS AND INTEREST |
|---|---|
| UNIQUE LOGISTICS INTERNATIONAL (USA), INC. | 100 Membership Units<br>100% Membership Interest |

OFFICERS:

| | |
|---|---|
| Chairman: | Richard Chi Tak Lee |
| Chief Executive Officer: | Sunandan Ray |
| Secretary: | Vita Ianazzi |

D

# The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

**ARTICLE I**

The name of the corporation is:

Dynasty CHB, Inc.

**ARTICLE II** 98305004

The purpose of the corporation is to engage in the following business activities:

To act as Customhouse Broker freight forwarders, import export agents, freight broker: steamship agents, airship agents, purchasing agents, foreign freight handlers, non vessel operating common carriers, warehousemen and intrastate and interstate truckmen; and to execute any and all papers and documents and to do any and all other things tha may be necessary or convenient to do in carrying on the foregoing business activities; and to carry on any other business, whether as brokers, sellers, buyers or otherwise; and to do any other thing permitted by all present and future laws of the Commonwealth of Massachusetts applicable to business corporations.

To construct, lease, purchase or otherwise acquire real estate and personal property ( any nature, or any interest therein, without limit as to amount or value, reasonably necessary or convenient for effecting or furthering any or all of the purposes and powers of the corporation. To purchase, lease or otherwise acquire, in whole or in part, as a going concern or otherwise, the business, good-will, rights, franchises, stocks, bonds or other securities issued by, and the property of every kind, and assur the whole or any part of the liabilities of, any person, firm, association, or corpora tion engaged in or authorized to conduct any business identical with or similar to any business authorized to be conducted by this corporation or owning property necessary ( suitable for its purposes, and to exercise all powers necessary or incidental to the conduct of such business. To hold, own, use, manage, operate, improve, lease, license mortgage, sell, dispose of or otherwise turn to account or deal with any or any part ( property of the corporation or any interest therein, but not to engage in the real estate business.

Insofar as may be permitted by law, to enter into, make, perform and carry out contra( of any kind with any person, firm, association, or corporation, whether private, publ: quasi-public or municipal, or body politic, whether foreign or domestic, and with and for any domestic or foreign state or government or territory or colony thereof.

To apply for, purchase, or in any other manner to acquire, outright or by way of lease license or otherwise, patents, trademarks, trade names, copyrights, secret processes, inventions, formulae, and improvements of any and every nature which may be necessary, convenient, incidental or advantageous to the corporation or for effecting any of its purposes; and to grant or license the same to others.

To have one or more offices and to carry on any or all of its operations and business any of the states, districts, territories, or colonies of the United States, in the

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

(SEE ATTACHED SHEET 2A)

**ARTICLE III**

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

| TYPE | NUMBER OF SHARES |
|---|---|
| COMMON: | 12,500 |
| PREFERRED: | |

WITH PAR VALUE STOCKS

| TYPE | NUMBER OF SHARES | PAR VALUE |
|---|---|---|
| COMMON: | | |
| PREFERRED: | | |

**ARTICLE IV**

If more than one type, class or series is authorized, a description of each with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each type and class thereof and any series now established.

No subclassification of stock adopted.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assign, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer i to the Corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or trausfer by notice in writing which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators a majority may act in the absence of such arbitrator.

After teh acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the Corporation shall not have exercised the right to so purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

**ARTICLE VI**

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

None

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

[redacted]

Provinces of Canada, and in any and all foreign countries, subject to the laws of such state, district, territory, colony, province, or country.

To cause to have done any and all such acts and things as may be necessary, desirable, convenient or incidental to the consummation or accomplishment of any or all of the foregoing purposes.

In furtherance and not in limitation of these purposes and powers, to do all, and any things and exercise any and all powers necessary, convenient or advisable to accomplish one or more of the purposes of the corporation, or which shall at any time appear to be for the benefit of the corporation in connection therewith, which may now or hereafter be lawful for the corporation to do or exercise under and in pursuance of the laws of the Commonwealth of Massachusetts.

**ARTICLE VII**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

**ARTICLE VIII**

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

127 Holt Road, Andover, Massachusetts 01810

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

| | NAME | RESIDENCE | POST OFFICE ADDRESS |
|---|---|---|---|
| President: | Jan S. Fitzpatrick | 127 Holt Road, Andover, Massachusetts 01810 | |
| Treasurer: | Same | | |
| Clerk: | Same | | |
| Directors: | Same | | |

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

**ARTICLE IX**

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 29th day of October 19 96

Jan S. Fitzpatrick

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

[redacted]

553802

THE COMMONWEALTH OF MASSACHUSETTS

96 OCT 31 AM 9:50

**ARTICLES OF ORGANIZATION**

**GENERAL LAWS, CHAPTER 156B, SECTION 12**

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ 200.00 having been paid, said articles are deemed to have been filed with me this 31ST day of OCTOBER 19 96

*Effective date*

William Francis Galvin
Secretary of the Commonwealth

**FILING FEE:** 1/10 of 1% of the total amount of the authorized capital stock, but not less than $200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

**PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT**

James P. Sullivan, Esq.
Sullivan & Lynch, P.C.
156 State Street, Boston, MA 02109

Telephone: (617) 723-4488

[redacted]

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PC

# The Commonwealth of Massachusetts

**William Francis Galvin**
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Amendment

FORM MUST BE TYPED

**(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)**

(1) Exact name of corporation: Dynasty International, Inc.

(2) Registered office address: 365 Chelsea Street, East Boston, MA 02128
*(number, street, city or town, state, zip code)*

(3) These articles of amendment affect article(s): 1
*(specify the number(s) of article(s) being amended (I-VI))*

(4) Date adopted: November 5, 2014
*(month, day, year)*

(5) Approved by:

*(check appropriate box)*

- ☐ the incorporators.
- ☐ the board of directors without shareholder approval and shareholder approval was not required.
- ☑ the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article 1 The name of the corporation is: Unique Logistics International (BOS), Inc.

P.C.

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

| WITHOUT PAR VALUE | | WITH PAR VALUE | | |
|---|---|---|---|---|
| TYPE | NUMBER OF SHARES | TYPE | NUMBER OF SHARES | PAR VALUE |
| | | | | |
| | | | | |
| | | | | |

Total authorized after amendment:

| WITHOUT PAR VALUE | | WITH PAR VALUE | | |
|---|---|---|---|---|
| TYPE | NUMBER OF SHARES | TYPE | NUMBER OF SHARES | PAR VALUE |
| | | | | |
| | | | | |
| | | | | |

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

Signed by:  , *(signature of authorized individual)*

- ☐ Chairman of the board of directors,
- ☑ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 5 day of November, 2014.

# COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

## Articles of Amendment

**(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)**

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of $_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____ , at _____a.m./p.m.
*time*

Effective date:_____
*(must be within 90 days of date submitted)*

WILLIAM FRANCIS GALVIN
*Secretary of the Commonwealth*

Filing fee: Minimum filing fee $100 per article amended, stock increases $100 per 100,000 shares, plus $100 for each additional 100,000 shares or any fraction thereof.

_____
Examiner

_____
Name approval

_____
C

_____
M

TO BE FILLED IN BY CORPORATION
Contact Information:

Christopher B. Younger, Esq

GKG Law, P.C., 1054 31st Street, NW, Suite 200

Washington, D.C. 20007

Telephone: 202-342-5200

Email: cyounger@gkglaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

EXHIBIT B-2

# BY-LAWS

# OF

# DYNASTY CHB, INC.

(A Massachusetts Corporation)

Adopted: October 29, 1996
Date

Jan S. Fitzpatrick
Clerk

TABLE OF CONTENTS

BY-LAWS

OF

DYNASTY CHB, INC.

(A Massachusetts Corporation)

## ARTICLE I

### Stockholders

Section 1.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held on the 2nd Tuesday in March of each year.

The annual meeting shall be held at such place within the United States as may be designated in the notice of meeting. If the day fixed for the annual meeting shall fall on a legal holiday, the meeting shall be held on the next succeeding day not a legal holiday. In the event that no date for the annual meeting is established, a special meeting may be held in place thereof, and any business transacted at such special meeting in lieu of annual meeting shall have the same effect as if transacted or held at the annual meeting.

Section 1.2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk upon written application of one or more stockholders who hold shares representing at least ten (10%) percent of the capital stock entitled to vote at such meeting. Special meetings of the stockholders shall be held at such time, date and place within or without the United States as may be designated in the notice of such meeting.

Section 1.3. Notice of Meeting. A written notice stating the place, date, and hour of each meeting of the stockholders, and, in the case of a special meeting, the purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting, and to each stockholder who, under the Articles of Organization or these By-laws, is entitled to such notice, by delivering such notice to such person or leaving it at their residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears upon the books of the corporation, at least seven (7) days and not more than sixty (60) days before the meeting. Such notice shall be given by the clerk, an assistant clerk, or any other officer or person designated either by the clerk or by the person or persons calling the meeting.

The requirement of notice to any stockholder may be waived by a written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto duly authorized, and filed with the records of the meeting, or if communication with such stockholder is unlawful, or by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. Except as otherwise provided herein, the notice to the stockholders need not specify the purposes of the meeting.

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.4. Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present.

Section 1.5. Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote owned by such stockholder of record according to the books of the corporation, unless otherwise provided by law or by the Articles of Organization. Stockholders may vote either in person or by written proxy. No proxy dated more than six months prior to the date of the meeting shall be valid although, unless otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting. Proxies shall be filed with the clerk of the meeting, or of any adjournment thereof. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them.

Section 1.6. Action at Meeting. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect such office, and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except where a larger vote is required by law, the Articles of Organization or these By-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 1.7. Action Without Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the consent shall be treated for all purposes as a vote at a meeting.

Section 1.8. Voting of Shares of Certain Holders. Shares of stock of the corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares of stock of the corporation may be voted by the holder of a durable power of attorney if such durable power of attorney specifically provides for such power to vote shares.

Shares of stock of the corporation standing in the name of a deceased person, a minor, ward or an incompetent person, may be voted by his or her administrator, executor or court-appointed guardian or conservator without a transfer of such shares into the name of such administrator, executor or court-appointed guardian or conservator. Shares of stock of the corporation standing in the name of a trustee may be voted by him or her.

Shares of stock of the corporation standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares.

## ARTICLE II

## Board of Directors

Section 2.1. Powers. Except as reserved to the stockholders by law, by the Articles of Organization or by these By-laws, the business of the corporation shall be managed under the direction of the board of directors, who shall have and may exercise all of the powers of the corporation. In particular, and without limiting the foregoing, the board of directors shall have the power to issue or reserve for issuance from time to time the whole or any part of the capital stock of the corporation which may be authorized from time to time to such person, for such consideration and upon such terms and conditions as they shall determine, including the granting of options, warrants or conversion or other rights to stock.

Section 2.2. Number of Directors; Qualifications. The board of directors shall consist of such number of directors (which shall not be less than the lesser of the number of stockholders or three (3)) as shall be fixed initially by the incorporator(s) and thereafter by the stockholders. No director need be a stockholder.

Section 2.3. Nomination of Directors.

(a) Nominations for the election of directors may be made by the board of directors or by any stockholder entitled to vote for the election of directors. Nominations by stockholders shall be made by notice in writing, delivered or mailed by first class mail, postage prepaid, to the clerk of the corporation not less than fourteen (14) days nor more than fifty (50) days prior to any meeting of the stockholders called for the election of directors; provided, however, that if less

than twenty-one (21) days' written notice of the meeting is given to stockholders, such written notice shall be delivered or mailed, as prescribed, to the clerk of the corporation not later than the close of the seventh day following the day on which notice of the meeting was mailed to stockholders.

(b) Each notice under subsection (a) shall set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in such notice, (ii) the principal occupation or employment of each such nominee, and (iii) the number of shares of stock of the corporation which are beneficially owned by each such nominee.

(c) The chairman of the meeting of stockholders may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

Section 2.4. Election of Directors. The initial board of directors shall be elected by the incorporator(s) at the first meeting thereof and thereafter by the stockholders at their annual meeting or at any special meeting the notice of which specifies the election of directors as an item of business for such meeting. Each stockholder shall be entitled to cast one (1) vote for each share of stock entitled to vote owned by such stockholder for each available seat on the Board of Directors; cumulative voting shall not be allowed.

Section 2.5. Vacancies; Reduction of the Board. Any vacancy in the board of directors, however occurring, including a vacancy resulting from the enlargement of the board of directors, may be filled by the stockholders or by the directors then in office or by a sole remaining director. In lieu of filling any such vacancy the stockholders or board of directors may reduce the number of directors, but not to a number less than the minimum number required by Section 2.2. When one (1) or more directors shall resign from the board of directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 2.6. Enlargement of the Board. The board of directors may be enlarged by the stockholders at any meeting or by vote of a majority of the directors then in office.

Section 2.7. Tenure and Resignation. Except as otherwise provided by law, by the Articles of Organization or by these By-laws, directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any director may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, clerk or assistant clerk, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 2.8. Removal. A director, whether elected by the stockholders or directors, may be removed from office with or without cause at any annual or special meeting of stockholders by vote of a majority of the stockholders entitled to vote in the election of such director, or for

cause by a vote of a majority of the directors then in office; provided, however, that a director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him or her.

Section 2.9. Meetings. Regular meetings of the board of directors may be held without call or notice at such times and such places within or without the Commonwealth of Massachusetts as the board may, from time to time, determine, provided that notice of the first regular meeting following any such determination shall be given to directors absent from such determination. A regular meeting of the board of directors shall be held without notice immediately after and at the same place as, the annual meeting of the stockholders or the special meeting of the stockholders held in place of such annual meeting, unless a quorum of the directors is not then present. Special meetings of the board of directors may be held at any time and at any place designated in the call of the meeting when called by the president, treasurer, or one or more directors. Members of the board of directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

Section 2.10. Notice of Meeting. It shall be sufficient notice to a director to send notice by mail at least forty-eight (48) hours before the meeting addressed, telegrammed or faxed to such person at his or her usual or last known business or residence address or to give notice to such person in person or by telephone at least twenty-four (24) hours before the meeting. Notice shall be given by the clerk, assistant clerk, if any, or by the officer or directors calling the meeting. The requirement of notice to any director may be waived by a written waiver of notice, executed by such person before or after the meeting or meetings, and filed with the records of the meeting, or by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

Section 2.11. Agenda. Any lawful business may be transacted at a meeting of the board of directors, notwithstanding the fact that the nature of the business may not have been specified in the notice or waiver of notice of the meeting.

Section 2.12. Quorum. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum for the transaction of business. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 2.13. Action at Meeting. Any motion adopted by vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except where a different vote is required by law, by the Articles of Organization or by these By-laws. The assent in writing of any director to any vote or action of the directors taken at any meeting, whether or not a quorum was present and whether or not the director had or waived notice of the meeting, shall have the same effect as if the director so assenting was present at such meeting and voted in favor of such vote or action.

Section 2.14. Action Without a Meeting. Any action by the directors may be taken without a meeting if all of the directors consent to the action in writing and the consents are filed with the records of the directors' meetings. Such consent shall be treated for all purposes as a vote of the directors at a meeting.

Section 2.15. Committees. The board of directors may, by the affirmative vote of a majority of the directors then in office, appoint an executive committee or other committees consisting of one or more directors and may by vote delegate to any such committee some or all of their powers except those which by law, the Articles of Organization or these By-laws they may not delegate. Unless the board of directors shall otherwise provide, any such committee may make rules for the conduct of its business, but unless otherwise provided by the board of directors or such rules, its meetings shall be called, notice given or waived, its business conducted or its action taken as nearly as may be in the same manner as is provided in these By-laws with respect to meetings or for the conduct of business or the taking of actions by the board of directors. The board of directors shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee at any time. The board of directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

## ARTICLE III

## Officers

Section 3.1. Enumeration. The officers shall consist of a president, a treasurer, a clerk and such other officers and agents (including a Chairman of the Board, Chief Executive Officer, one or more vice-presidents, assistant treasurers, assistant clerks, secretaries and assistant secretaries), with such duties and powers, as the board of directors may, in their discretion, determine. The President shall serve as Chief Executive Office until such time as the Board of Directors votes otherwise.

Section 3.2. Election. The president, treasurer and clerk shall be elected annually by the directors at their first meeting following the annual meeting of the stockholders. Other officers may be chosen by the directors at such meeting or at any other meeting.

Section 3.3. Qualification. An officer may, but need not, be a director or stockholder and no officer shall be a director solely by virtue of being an officer. Any two or more offices may be held by the same person. The clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the directors may determine. The premiums for such bonds may be paid by the corporation.

Section 3.4. Tenure. Except as otherwise provided by the Articles of Organization or these By-laws, the term of office of each officer shall be for one year or until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 3.5. Removal. Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the directors then in office; provided, however, that an officer may be removed for cause only after reasonable notice of not less than seven (7) days and opportunity to be heard by the board of directors prior to action thereon.

Section 3.6. Resignation. Any officer may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, clerk, or assistant clerk, if any, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some event.

Section 3.7. Vacancies. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the board of directors.

Section 3.8. President. The president shall be the chief executive officer of the corporation. Except as otherwise voted by the board of directors, the president shall preside at all meetings of the stockholders and of the board of directors at which he or she is present. The president shall have such duties and powers as are commonly incident to the office and such duties and powers as the board of directors shall from time to time designate.

Section 3.9. Vice-Presidents. Vice-presidents, if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.10. Treasurer and Assistant Treasurers. The treasurer, subject to the direction and under the supervision and control of the board of directors, shall have general charge of the financial affairs of the corporation. The treasurer shall have custody of all funds, securities and valuable papers of the corporation, except as the board of directors may otherwise provide. The treasurer shall keep or cause to be kept full and accurate records of account which shall be the property of the corporation, and which shall be always open to the inspection of each elected officer and director of the corporation. The treasurer shall deposit or cause to be deposited all funds of the corporation in such depository or depositories as may be authorized by the board of directors. The treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts and other negotiable instruments payable to the corporation. The treasurer shall have the power to borrow money and enter into and execute arrangements as to advances, loans and credits to the corporation. The treasurer shall perform such other duties as are incidental to the office, and such other duties as may be assigned by the board of directors.

Assistant treasurers, if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.11. Clerk and Assistant Clerks. The clerk shall record, or cause to be recorded, all proceedings of the meetings of the stockholders and directors (including committees thereof) in the books of records of this corporation. The record books shall be open at reasonable times to the inspection of any stockholder, director, or officer. The clerk shall notify the stockholders and directors, when required by law or by these By-laws, of their respective meetings, and shall perform such other duties as the directors and stockholders from time to time prescribe. The

clerk shall have the custody and charge of the corporate seal, and shall affix the seal of the corporation to all instruments requiring such seal, and shall certify under the corporate seal the proceedings of the directors and of the stockholders, when required. In the absence of the clerk at any such meeting, a temporary clerk shall be chosen who shall record the proceedings of the meeting in the aforesaid books.

The Assistant Clerk, if any, shall have such powers and perform such duties as the board of directors may from time to time designate.

Section 3.12. Other Powers and Duties. Subject to these By-laws and to such limitations as the board of directors may from time to time prescribe, the officers of the corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the board of directors.

## ARTICLE IV

## Capital Stock

Section 4.1. Stock Certificates. Each stockholder shall be entitled to a certificate representing the number of shares of the capital stock of the corporation owned by such person in such form as shall, in conformity to law, be prescribed from time to time by the board of directors. Each certificate shall be signed by the president or vice-president and treasurer or assistant treasurer or such other officers designated by the board of directors from time to time as permitted by law, shall bear the seal of the corporation, and shall express on its face its number, date of issue, class, the number of shares for which, and the name of the person to whom, it is issued. The corporate seal and any or all of the signatures of corporation officers may be facsimile if the stock certificate is manually counter-signed by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee.

If an officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed on, a certificate shall have ceased to be such before the certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the time of its issue.

Section 4.2. Transfer of Shares. Title to a certificate of stock and to the shares represented thereby shall be transferred only on the books of the corporation by delivery to the corporation or its transfer agent of the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of the same, or a properly executed written power of attorney to sell, assign or transfer the same or the shares represented thereby. Upon surrender of a certificate for the shares being transferred, a new certificate or certificates shall be issued according to the interests of the parties.

Section 4.3. Record Holders. Except as otherwise may be required by law, by the Articles of Organization or by these By-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge

or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the corporation of his or her post office address.

Section 4.4. Record Date. In order that the corporation may determine the stockholders entitled to receive notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any right, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled, notwithstanding any transfer of stock on the books of the corporation after the record date.

If no record date is fixed: (i) the record date for determining stockholders entitled to receive notice of or to vote at a meeting of stockholders shall be at the close of business on the next day preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is necessary, shall be the day on which the first written consent is expressed; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 4.5. Transfer Agent and Registrar for Shares of Corporation. The board of directors may appoint a transfer agent and a registrar of the certificates of stock of the corporation. Any transfer agent so appointed shall maintain, among other records, a stockholders' ledger, setting forth the names and addresses of the holders of all issued shares of stock of the corporation, the number of shares held by each, the certificate numbers representing such shares, and the date of issue of the certificates representing such shares. Any registrar so appointed shall maintain, among other records, a share register, setting forth the total number of shares of each class of shares which the corporation is authorized to issue and the total number of shares actually issued. The stockholders' ledger and the share register are hereby identified as the stock transfer books of the corporation; but as between the stockholders' ledger and the share register, the names and addresses of stockholders, as they appear on the stockholders' ledger maintained by the transfer agent shall be on the official list of stockholders of record of the corporation. The name and address of each stockholder of record, as they appear upon the stockholders' ledger, shall be conclusive evidence of who are the stockholders entitled to receive notice of the meetings of stockholders, to vote at such meetings, to examine a complete list of the stockholders entitled to vote at meetings, and to own, enjoy and exercise any other property or right deriving from such shares against the corporation. Stockholders, but not the corporation, its directors, officers, agents or attorneys, shall be responsible for notifying the transfer agent, in writing, of any change in their names or addresses from time to time, and failure to do so will relieve the corporation, its other stockholders, directors, officers, agents and attorneys, and its

transfer agent and register, of liability for failure to direct notices or other documents, or pay over or transfer dividends or other property or rights, to a name or address other than the name and address appearing in the stockholders' ledger maintained by the transfer agent.

Section 4.6. Loss of Certificates. In case of the loss, destruction or mutilation of a certificate of stock, a replacement certificate may be issued in place thereof upon such terms as the board of directors may prescribe, including, in the discretion of the board of directors, a requirement of bond and indemnity to the corporation.

Section 4.7. Restrictions on Transfer. Every certificate for shares of stock which are subject to any restriction on transfer, whether pursuant to the Articles of Organization, the By-laws or any agreement to which the corporation is a party shall have the fact of the restriction noticed conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge.

Section 4.8. Multiple Classes of Stock. The amount and classes of the capital stock and the par value, if any, of the shares, shall be as fixed in the Articles of Organization. At all times when there are two or more classes of stock, the several classes of stock shall conform to the description and the terms and have the respective preferences, voting powers, restrictions and qualifications set forth in the Articles of Organization and these By-laws. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued, or (ii) a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

## ARTICLE V

## Dividends

Section 5.1. Declaration of Dividends. Except as otherwise required by law or by the Articles of Organization the board of directors may, in its discretion, declare what, if any, dividends shall be paid by the corporation. Dividends may be paid in cash, in property, in shares of the corporation's stock, or in any combination thereof. Dividends shall be payable upon such dates as the board of directors may designate.

Section 5.2. Reserves. Before the payment of any dividend and before making any distribution of profits, the board of directors, from time to time and in its absolute discretion, shall have power to set aside out of the surplus or net profits of the corporation such sum or sums as the board of directors shall deem to be in the best interests of the corporation, and the board of directors may modify or abolish any such reserve.

## ARTICLE VI

### Miscellaneous Provisions

Section 6.1. Articles of Organization. All references in these By-laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

Section 6.2. Fiscal Year. Except as from time to time otherwise provided by the board of directors, the fiscal year of the corporation shall end on the last day of December of each year.

Section 6.3. Corporate Seal. The board of directors shall have the power to adopt and alter the seal of the corporation.

Section 6.4. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, and other obligations authorized to be executed by an officer of the corporation on its behalf shall be signed by the president, the treasurer or a vice-president except as the board of directors may generally or in particular cases otherwise determine.

Section 6.5. Voting of Securities. Unless the board of directors otherwise provides, the president or the treasurer may waive notice of and act on behalf of this corporation, or appoint another person or persons to act as proxy or attorney in fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this corporation.

Section 6.6. Evidence of Authority. A certificate by the clerk or any assistant clerk as to any action taken by the stockholders, directors or any officer or representative of the corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action. The exercise of any power which by law, by the Articles of Organization or by these By-laws, or under any vote of the stockholders or the board of directors, may be exercised by an officer of the corporation only in the event of absence of another officer or any other contingency shall bind the corporation in favor of anyone relying thereon in good faith, whether or not such absence or contingency existed.

Section 6.7. Corporate Records. The original, or attested copies, of the Articles of Organization, By-laws, records of all meetings of the incorporators and stockholders, and the stock transfer books (which shall contain the names of all stockholders and the record address and the amount of stock held by each) shall be kept in Massachusetts at the principal office of the corporation, or at an office of its resident agent, transfer agent or of the clerk or of the assistant clerk, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection of any stockholder for any purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 6.8. Charitable Contributions. The board of directors from time to time may authorize contributions to be made by the corporation in such amounts as it may determine to be reasonable to corporations, trusts, funds or foundations organized and operated exclusively for charitable, scientific or educational purposes, no part of the net earnings of which inures to the private benefit of any stockholder or individual.

## ARTICLE VII

## Amendments

Section 7.1. Amendment by Stockholders. Prior to the issuance of stock, these By-laws may be amended, altered or repealed by the incorporator(s) by majority vote. After stock has been issued, these By-laws may be amended, altered or repealed by the stockholders at any annual or special meeting by vote of a majority of all shares outstanding and entitled to vote, except that where the effect of the amendment would be to reduce any voting requirement otherwise required by law, the Articles of Organization or these By-laws, such amendment shall require the vote that would have been required by such other provision. Notice and a copy of any proposal to amend these By-laws must be included in the notice of meeting of stockholders at which action is taken upon such amendment.

Section 7.2. Amendment by Board of Directors.

(a) These By-laws may be amended, altered or repealed by the board of directors at a meeting duly called for that purpose by majority vote of the directors then in office, except that directors shall not amend the By-laws in a manner which:

(i) changes the stockholder voting requirements for any action;

(ii) alters or abolishes any preferential right or right of redemption applicable to a class or series of stock with shares already outstanding;

(iii) alters the provisions of Article VII; or

(iv) permits the board of directors to take any action which under law, the Articles of Organization or these By-laws is required to be taken by the stockholders.

(b) If the By-laws are amended, altered or repealed by the board of directors, notice of the amendment, alteration or repeal shall be given to all stockholders entitled to vote not later than the time of giving notice of the next meeting of stockholders following such amendment, alteration or repeal.

(c) Any amendment of these By-laws by the board of directors may be altered or repealed by the stockholders at any annual or special meeting of stockholders.

EXHIBIT C-1

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DRAWDOWN

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CERTIFICATE OF INCORPORATION

OF

UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

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The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in the County of Queens.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is:

One Hundred (100) shares without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

154-09 146TH AVENUE
JAMAICA, NY 11434

SIXTH: No director of the corporation shall be personally liable to the corporation or its stockholders for damages for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes: that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

Date: October 12, 2010

Mary Pat Joy
Incorporator
Corporation Service Company
80 State Street
Albany, NY 12207

STATE OF NEW YORK
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: UNIQUE LOGISTICS INTERNATIONAL (USA), INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
NAME

COUNTY: QUEE

FILED:01/07/2011 DURATION:********* CASH#:110107000220 FILM #:110107000215

FILER:

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ROSS & ASMAR LLC
270 MADISON AVENUE, SUITE 1203
NEW YORK, NY 10016

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

| | |
|---|---|
| FEES | 120.00 |
| FILING | 60.00 |
| TAX | 0.00 |
| CERT | 0.00 |
| COPIES | 10.00 |
| HANDLING | 50.00 |

| | |
|---|---|
| PAYMENTS | 120.00 |
| CASH | 0.00 |
| CHECK | 0.00 |
| CHARGE | 0.00 |
| DRAWDOWN | 120.00 |
| OPAL | 0.00 |
| REFUND | 0.00 |

538416AJC

DOS-1025 (04/2007)

# *STATE OF NEW YORK*

## *DEPARTMENT OF STATE*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.


WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 7, 2011.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

CSC 45
DRAW DOWN

110107000219

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

# CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF

UNIQUE LOGISTIC INTERNATIONAL (USA), INC.
*(Insert Name of Domestic Corporation)*

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is: UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is:
October 14, 2010

THIRD: The amendment effected by this certificate of amendment is as follows:

(Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the corporation would read as follows: Paragraph *First* of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is ... (new name) ...*)

Paragraph FIRST of the Certificate of Incorporation relating to

the name of the corporation

is hereby amended to read in its entirety as follows:

FIRST: The name of the corporation is:
UNIQUE LOGISTICS INTERNATIONAL (USA), INC.

CSC 45
DRAWDOWN

110107000215

Paragraph: ____ of the Certificate of Incorporation relating to

is hereby amended to read in its entirety as follows:

2011 JAN -6 PM 3:13

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 07 2011
TAX $ 0
BY: TH

FOURTH: The certificate of amendment was authorized by: [*Check the appropriate box*]

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

(Signature)

SUNANDAN RAY
(Name of Signer)

CHIEF EXECUTIVE OFFICER
(Title of Signer)

2011 JAN -7 AM 10:57

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

UNIQUE LOGISTIC INTERNATIONAL (USA), INC.
(*Insert Name of Domestic Corporation*)

Under Section 805 of the Business Corporation Law

Filer's Name Steven Ross, Esq.

Address Ross & Asmar LLC 270 Madison Avenue Suite 1203

City, State and Zip Code New York, NY 10016

5304 16 AJC

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee, plus the required tax on shares pursuant to §180 of the Tax Law, if applicable

*For Office Use Only*



420

**EXHIBIT C-2**

# BY - LAWS

# OF

UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

(a New York corporation)

## ARTICLE I

## SHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620 and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such form and amount as the Board of Directors may require and with such surety or sureties as the Board of Directors may approve, sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such

permits, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, in accordance with the provisions of Section 615 of the Business Corporation Law.

## ARTICLE II

## GOVERNING BOARD

1. FUNCTIONS. Subject to a contrary provision in the Certificate of Incorporation, the business of the corporation shall be managed under the direction of its Board of Directors notwithstanding that only one director legally constitutes the Board.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. The number of directors of the corporation may be determined from time to time by resolution adopted by the shareholders, except that there shall be no less than one director. The number of directors may be increased or decreased by action of shareholders or of the Board of Directors, provided that any action of the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the Board of Directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. Unless otherwise set forth in the Certificate of Incorporation, in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Unless otherwise set forth in the Certificate of Incorporation, meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining shareholders for any purpose other than that specified in the preceding sentence shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof, unless the Board of Directors fix a new record date under this paragraph for the adjourned meeting.

5. SHAREHOLDER MEETINGS.

- TIME. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business within five (5) months of the end of the fiscal year of the corporation on the date fixed, from time to time, by the Board of Directors. A special meeting shall be held on the date fixed by the Board of Directors except when the Certificate of Incorporation or the Business Corporation Law confers the right to fix the date upon shareholders.

- PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

- CALL. Annual meetings may be called by the Board of Directors or by any officer instructed by the Board of Directors to call the meeting. Special meetings may be called in like manner except when the Board of Directors are required by the Certificate of Incorporation or the Business Corporation Law to call a meeting in a different manner, or except when the shareholders are entitled by the Certificate of Incorporation or the Business Corporation Law to demand the call of a meeting in a different manner.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. Notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares pursuant to Section 623 of the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. Notice of any meeting of shareholders may be written or electronic. Notice of any meeting shall be given not fewer than ten days nor more than sixty days before the date of the meeting, provided, however, a copy of such notice may be given by third class mail not fewer than twenty-four days nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department addressed as set forth in Section 605(a) of the Business Corporation Law. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

- SHAREHOLDER LIST AND CHALLENGE. A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of

election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- CONDUCT OF MEETING. All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor Vice-President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

- PROXY REPRESENTATION. Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by Section 609 of the Business Corporation Law.

- INSPECTORS - APPOINTMENT. Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

- QUORUM. Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of shares entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such a class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- VOTING. At a meeting of the shareholders for the election of directors, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law. Any other action at a meeting of the shareholders shall be authorized by a majority of the votes cast in favor of or against such action by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law or by a bylaw adopted by the shareholders.

6. SHAREHOLDER ACTION WITHOUT MEETINGS. Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so

- MEETINGS OF COMMITTEES. Committees established by the Board of Directors may meet either regularly at stated times or specially on notice. Such committees may make rules for the holding and conduct of their meetings.

7. WRITTEN ACTION. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or of such committee shall be filed with the minutes of the proceedings of the Board of Directors or of such committee.

## ARTICLE III

## OFFICERS

Unless reserved to the shareholders in the Certificate of Incorporation, the Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment or in the Certificate of Incorporation, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders.

Officers shall have the powers and duties defined in the resolutions appointing them.

Unless an officer was elected or appointed by the shareholders, the Board of Directors may remove any officer for cause or without cause.

## ARTICLE IV

## STATUTORY NOTICES TO SHAREHOLDERS

The Board of Directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law.

- CALL. No notice shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called, upon notice, by or at the direction of the Chairman of the Board, if any, or the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

- QUORUM AND ACTION. Unless a greater proportion is required by the Certificate of Incorporation, a majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. Except as otherwise required by the Business Corporation Law, a majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise any other director chosen by the Board, shall preside.

5. RESIGNATION AND REMOVAL OF DIRECTORS. Subject to any applicable contract rights and duties, any director of the corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President or the secretary of the corporation and any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective. Any or all of the directors may be removed for cause or without cause by the shareholders.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law. The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committees. The Board may also designate one or more directors as alternate members of any such committee who may replace any absent member or members ay any meeting thereof.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the Board of Directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII
CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the Board of Directors by vote of a majority of the entire Board upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the Board of Directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or Board of Directors may be amended or repealed by the said shareholders.

* * * * * * *

The undersigned incorporator certifies that he has examined the foregoing By-Laws and has adopted the same as the first By-Laws of the corporation; that said By-Laws contain specific and general provisions, which, in order to be operative, must be adopted by the incorporator or incorporators or the shareholders entitled to vote in the election of directors; and that he has adopted each of said specific and general provisions in accordance with the requirements of the Business Corporation Law.

Dated: October 14, 2010

Mary Pat Joy, Incorporator of
UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the By-Laws of UNIQUE LOGISTIC INTERNATIONAL (USA), INC., a New York corporation, as in effect on the date hereof.

WITNESS my hand and the seal of the corporation.

Dated:

Secretary of
UNIQUE LOGISTIC INTERNATIONAL (USA), INC.

(SEAL)

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:55 PM 10/28/2019
FILED 04:55 PM 10/28/2019
SR 20197772993 - File Number 7675995

**STATE OF DELAWARE**

**CERTIFICATE OF INCORPORATION**

**OF**

**UNIQUE LOGISTICS HOLDINGS, INC.**

## ARTICLE I
## NAME

The name of this corporation is **UNIQUE LOGISTICS HOLDINGS, INC.**

## ARTICLE II
## REGISTERED OFFICE AND AGENT

The address of the registered office of this corporation in the State of Delaware is 1013 Centre Road, Suite 403-B in the City of Wilmington, County of New Castle, 19805. The name of its registered agent at such address is Vcorp Services, LLC.

## ARTICLE III
## PURPOSE AND POWERS

The purpose or purposes of the corporation shall be to carry on any and all business and to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

## ARTICLE IV
## CAPITALIZATION

A. Authorized Stock. The total number of shares of stock which this corporation is authorized to issue is One Hundred and Ten Million (110,000,000) shares, of which One Hundred Million (100,000,000) shares shall be designated as common stock, par value $0.001 per share ("Common Shares"), and Ten Million (10,000,000) shares shall be designated as the blank check preferred stock, par value $0.001 per share ("Preferred Shares").

B. Preferred Shares. The Board of Directors is hereby expressly authorized, by resolution or resolutions from time to time adopted, without further action of the shareholders, to provide, out of the unissued Preferred Shares, for the issuance of one or more series of Preferred Shares. Before any shares of any such series are issued, the Board of Directors shall fix and state, and hereby is expressly empowered to fix, by resolution or resolutions, the relative rights and preferences of the shares of each such series, and the qualifications, limitations, or restrictions thereon.

C. Voting Rights of Common Shares. Each holder of Common Shares, as such, shall be entitled to one vote for each share of Common Shares held of record by such holder on all matters on which stockholders generally are entitled to vote.

D. Voting Rights of Preferred Shares. Each holder of Preferred Shares, as such, shall be entitled to the voting rights of the class or series of Preferred Shares set forth in the Preferred Shares designation with respect to such class or series. Except as otherwise required by the specific terms of any class or series of Preferred Shares as set forth in the Preferred Shares designation with respect to such class or series, with respect to all matters, including all matters for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the Delaware General Corporation Law, the vote required for approval by the shareholders is the affirmative vote of the holders of a majority of the voting power of all then outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class.

**ARTICLE V**
**INCORPORATOR**

The name and mailing address of the sole incorporator is as follows:

| **Name** | **Mailing Address** |
|---|---|
| **SUNANDAN RAY** | C/O UNIQUE LOGISTICS HOLDINGS, INC. |
| | 154-09 146TH Avenue, Unit 3-B |
| | Jamaica, NY 11434 |

**ARTICLE VI**
**BY-LAWS**

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

**ARTICLE VII**
**BOARD OF DIRECTORS**

Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

**ARTICLE VIII**
**LIMITATIONS ON LIABILITY AND INDEMNIFICATION**

A. Limitation of Liability. A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article VIII(A) to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended. No amendment, modification or repeal of this Article VIII(A) shall adversely affect the rights and

protection afforded to a director of the corporation under this Article VIII(A) for acts or omissions occurring prior to such amendment, modification or repeal.

B. Indemnification. To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents of this corporation (and any other persons to which Delaware General Corporation Law permits this corporation to provide indemnification) through by-law provisions, agreements with such persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the Delaware General Corporation Law, subject only to limits created by applicable Delaware General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to this corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article VIII(B) shall not adversely affect any right or protection of a director, officer, employee, agent or other person existing at the time of, or increase the liability of any such person with respect to any acts or omissions of such person occurring prior to, such amendment, repeal or modification.

**ARTICLE IX**
**AMENDMENTS TO CERTIFICATE OF INCORPORATION**

The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and to add or insert other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article IX.

**ARTICLE X**
**CREDITOR AND STOCKHOLDER COMPROMISES**

**Tenth**: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed, and acknowledged this certificate of incorporation this 28th day of October, 2019.

**SUNANDAN RAY**
Incorporator

**EXHIBIT D-2**

**BY-LAWS**

**of**

**UNIQUE LOGISTICS HOLDINGS, INC.**
**(the "Corporation")**

## Article I - Stockholders

1. **Annual Meeting**. The annual meeting of stockholders shall be held for the election of directors each year at such place, date and time as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting. If no date for the annual meeting is established or said meeting is not held on the date established as provided above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

2. **Special Meetings**. Special meetings of stockholders may be called by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, a President, or by the Board of Directors, but such special meetings may not be called by any other person or persons. The call for the meeting shall state the place, date, hour and purposes of the meeting. Only the purposes specified in the notice of special meeting shall be considered or dealt with at such special meeting.

3. **Notice of Meetings**. Whenever stockholders are required or permitted to take any action at a meeting, a notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes of the meeting, shall be given by the Secretary (or other person authorized by these By-laws or by law) not less than ten (10) nor more than sixty (60) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, under the Certificate of Incorporation or under these By-laws is entitled to such notice. If mailed, notice is given when deposited in the mail, postage prepaid, directed to such stockholder at such stockholder's address as it appears in the records of the Corporation. Without limiting the manner by which notice otherwise may be effectively given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law (the "DGCL").

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

4. **Quorum**. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. The stockholders present at a duly constituted meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to reduce the voting shares below a quorum.

5. **Voting and Proxies**. Except as otherwise provided by the Certificate of Incorporation or by law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by either written proxy or by a transmission permitted by Section 212(c) of the DGCL, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period or is irrevocable and coupled with an interest. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting.

6. **Action at Meeting**. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. The Corporation shall not directly or indirectly vote any share of its own stock; provided, however, that the Corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

7. **Presiding Officer**. Meetings of stockholders shall be presided over by the Chairman of the Board, if one is elected, or in his or her absence, the Vice Chairman of the Board, if one is elected, or if neither is elected or in their absence, a President. The Board of Directors shall have the authority to appoint a temporary presiding officer to serve at any meeting of the stockholders if the Chairman of the Board, the Vice Chairman of the Board or a President is unable to do so for any reason.

8. **Conduct of Meetings**. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the presiding officer of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the presiding officer of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

9. **Action without a Meeting**. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office, by hand or by certified mail, return receipt requested, or to the Corporation's principal place of business or to the officer of the Corporation having custody of the minute book. Every written consent shall bear the date of signature and no written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered pursuant to these By-laws, written

consents signed by a sufficient number of stockholders entitled to take action are delivered to the Corporation in the manner set forth in these By-laws. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

10. **Stockholder Lists**. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 10 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

**Article II - Directors**

1. **Powers**. The business of the Corporation shall be managed by or under the direction of a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2. **Number and Qualification**. Unless otherwise provided in the Certificate of Incorporation or in these By-laws, the number of directors which shall constitute the whole board shall be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

3. **Vacancies; Reduction of Board**. A majority of the directors then in office, although less than a quorum, or a sole remaining Director, may fill vacancies in the Board of Directors occurring for any reason and newly created directorships resulting from any increase in the authorized number of directors. In lieu of filling any vacancy, the Board of Directors may reduce the number of directors.

4. **Tenure**. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, directors shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. **Removal**. To the extent permitted by law, a director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of directors.

6. **Meetings**. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called, orally or in writing, by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by two or more Directors, designating the time, date and place thereof. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

7. **Notice of Meetings**. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director's business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such director's business or home address at least forty-eight (48) hours in advance of the meeting.

8. **Quorum**. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

9. **Action at Meeting**. At any meeting of the Board of Directors at which a quorum is present, unless otherwise provided in the following sentence, a majority of the directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Certificate of Incorporation or by these By-laws. So long as there are two (2) or fewer Directors, any action to be taken by the Board of Directors shall require the approval of all Directors.

10. **Action by Consent**. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

11. **Committees**. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these By-laws.

Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in these By-laws for the Board of Directors. All members of such committees shall hold their committee offices at the pleasure of the Board of Directors, and the Board may abolish any committee at any time.

**Article III - Officers**

1. **Enumeration**. The officers of the Corporation shall consist of one or more Presidents (who, if there is more than one, shall be referred to as Co-Presidents), a Treasurer, a Secretary, and such other officers, including, without limitation, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

2. **Election**. The Presidents, Treasurer and Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

3. **Qualification**. No officer need be a stockholder or Director. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of such officer's duties in such amount and with such sureties as the Board of Directors may determine.

4. **Tenure**. Except as otherwise provided by the Certificate of Incorporation or by these By-laws, each of the officers of the Corporation shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders and until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign by delivering his or her written resignation to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. **Removal**. The Board of Directors may remove any officer with or without cause by a vote of a majority of the directors then in office.

6. **Vacancies**. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

7. **Chairman of the Board and Vice Chairman**. Unless otherwise provided by the Board of Directors, the Chairman of the Board of Directors, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Unless otherwise provided by the Board of Directors, in the absence of the Chairman of the Board, the Vice Chairman of the Board, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Vice Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

8. **Chief Executive Officer**. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

9. **Presidents**. The Presidents shall, subject to the direction of the Board of Directors, each have general supervision and control of the Corporation's business and any action that would typically be taken by a President may be taken by any Co-President. If there is no Chairman of the Board or Vice Chairman of the Board, a President shall preside, when present, at all meetings of stockholders and the Board of Directors. The Presidents shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

10. **Vice Presidents and Assistant Vice Presidents**. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

11. **Treasurer and Assistant Treasurers**. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

12. **Secretary and Assistant Secretaries**. The Secretary shall record the proceedings of all meetings of the stockholders and the Board of Directors (including committees of the Board) in books kept for that purpose. In the absence of the Secretary from any such meeting an Assistant Secretary, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation) and shall have such other duties and powers as may be designated from time to time by the Board of Directors.

Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time designate.

13. **Other Powers and Duties**. Subject to these By-laws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these By-laws, such duties and powers as are customarily incident to such officer's office, and such duties and powers as may be designated from time to time by the Board of Directors.

**Article IV - Capital Stock**

1. **Certificates of Stock**. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by a President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Such signatures may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. The Corporation shall be permitted to issue fractional shares.

2. **Transfers**. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

3. **Record Holders**. Except as may otherwise be required by law, by the Certificate of Incorporation or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the Corporation of such stockholder's post office address.

4. **Record Date**. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date on which it is established, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, more than ten (10) days after the date on which the record date for stockholder consent without a meeting is established, nor more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the Corporation after the record date.

If no record date is fixed, (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, (b) the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this state, to its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded, and (c) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

5. **Lost Certificates**. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

**Article V - Indemnification**

1. **Definitions**. For purposes of this Article V:

> (a) "Corporate Status" describes the status of a person who is serving or has served (i) as a Director of the Corporation, (ii) as an Officer of the Corporation, or (iii) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Corporation. For purposes of this Section 1(a), an Officer or Director of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or

consolidation transaction with the Corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(b) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(c) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(d) "Expenses" means all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) "Non-Officer Employee" means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(f) "Officer" means any person who serves or has served the Corporation as an officer appointed by the Board of Directors of the Corporation;

(g) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(h) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

2. **Indemnification of Directors and Officers**. Subject to the operation of Section 4 of this Article V of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment) against any and all Expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by such Director or Officer or on such Director's or Officer's behalf in connection with any threatened, pending or completed Proceeding or any claim, issue or matter therein, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her

conduct was unlawful. The rights of indemnification provided by this Section 2 shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives. Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding was authorized by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce an Officer or Director's rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

3. **Indemnification of Non-Officer Employees**. Subject to the operation of Section 4 of this Article V of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by such Non-Officer Employee or on such Non-Officer Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee's Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 3 shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized by the Board of Directors of the Corporation.

4. **Good Faith**. Unless ordered by a court, no indemnification shall be provided pursuant to this Article V to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation.

5. **Advancement of Expenses to Directors Prior to Final Disposition**.

(a) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within ten (10) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within 10 days after receipt by the Corporation of documentation of Expenses and

the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Article V shall not be a defense to the action and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(c) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

6. **Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition**.

(a) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer and Non-Officer Employee in connection with any Proceeding in which such is involved by reason of the Corporate Status of such Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer and Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

7. **Contractual Nature of Rights**.

(a) The foregoing provisions of this Article V shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Article V is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

(b) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within 60 days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Article V shall not be a defense to the action and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(c) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

8. **Non-Exclusivity of Rights**. The rights to indemnification and advancement of Expenses set forth in this Article V shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

9. **Insurance**. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Article V.

10. **Other Indemnification**. The Corporation's obligation, if any, to indemnify any person under this Article V as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise.

**Article VI - Miscellaneous Provisions**

1. **Fiscal Year**. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year ending on December 31.

2. **Seal**. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

3. **Execution of Instruments**. Subject to any limitations which may be set forth in a resolution of the Board of Directors, all deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by, a President, or by any other officer, employee or agent of the Corporation as the Board of Directors may authorize.

4. **Voting of Securities**. Unless the Board of Directors otherwise provides, a President, any Vice President or the Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

5. **Resident Agent**. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

6. **Corporate Records**. The original or attested copies of the Certificate of Incorporation, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock and transfer records, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, shall be kept at the principal office of the Corporation, at the office of its counsel, or at an office of its transfer agent.

7. **Certificate of Incorporation**. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

8. **Amendments**. These By-laws may be altered, amended or repealed, and new By-laws may be adopted, by the stockholders or by the Board of Directors; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these By-laws which by law, by the Certificate of Incorporation or by these By-laws requires action by the stockholders and (b) any alteration, amendment or repeal of these By-laws by the Board of Directors and any new By-law adopted by the Board of Directors may be altered, amended or repealed by the stockholders.

9. **Waiver of Notice**. Whenever notice is required to be given under any provision of these By-laws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

Adopted October 28, 2019

**Exhibit 10.29**

# Securities Purchase Agreement

**between**

**Dawn Lowry**

**and**

**Unique Logistics Holdings, Inc.**

**May 29, 2020**

## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "**Agreement**"), dated as of May 29, 2020 (the "**Effective Date**") is entered into between Dawn Lowry ("**Seller**") and Unique Logistics Holdings, Inc., a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica, NY 11434 ("**Buyer**", together with Seller the "**Parties**" and each a "**Party**").

## RECITALS

WHEREAS, Seller owns (i) twenty percent (20%) of the common stock (such 20% interest, the "**UL BOS Common Stock**") of Unique Logistics International (BOS) Inc., a Massachusetts corporation ("**UL BOS**"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the UL BOS Common Stock, on and subject to the terms and conditions set forth herein (the "**Transaction**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE IA

## DEFINITIONS

**Section 1A.01** In this Agreement the following words and expressions have the following meanings.

| | |
|---|---|
| "**Agreed Form**" | means, in relation to any document, such document in the terms agreed between the parties to this Agreement and initialed by or on behalf of each of them for the purposes of identification; |
| "**Business Days**" | means a day on which banks are open for ordinary banking business in the USA (excluding Saturdays, Sundays and public holidays); |
| "**Closing Date**" | means the date set for Closing in accordance with Section 1.03. |

## ARTICLE I

## PURCHASE AND SALE

**Section 1.01** **Purchase and Sale.** Subject to the terms and conditions set forth herein, at the Closing

(as defined below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the UL BOS Common Stock, free and clear of, other than Permitted Liens (defined below), any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance (singly and collectively, "**Encumbrances**"), for the consideration specified in Section 1.02 below. For the avoidance of doubt, debts and other liabilities of UL BOS and any security interests created thereunder in favor of the Seller shall not constitute Encumbrances for the purposes of this Agreement to the extent such liabilities are to be assumed by the Buyer or its affiliates hereunder ("**Permitted Liens**").

**Section 1.02 Purchase Price.** In consideration for the UL BOS Common Stock, (i) Seller shall enter into the Employment Agreement (as defined in Section 1.03) with Buyer; (ii) Seller shall receive a monthly payment from Buyer of $2,500 on each of the following thirty-six (36) monthly anniversaries of the Closing Date; and (iii) Buyer shall assume the debt of Seller (the "**Seller Debt**") ,which shall not exceed $200,000, to Unique Logistics Holdings Limited, which upon completion by Seller of 36 months of satisfactory and continuous service under the Employment Agreement (the "**Continuous Service**") shall be forgiven by Buyer and shall no longer be an obligation of Seller to Buyer. However, if Buyer does not complete the Continuous Service and the Employment Agreement is terminated by reason thereof, Buyer shall have the right to recover (the "**Recovery**") the full amount of the Seller Debt from Seller within ninety (90) days of the termination of the Employment Agreement. Notwithstanding the foregoing, Buyer's right of Recovery shall only apply under circumstances where the Continuous Service is not completed by reason of (A)the Employment Agreement being terminated by Buyer for Cause, as such term is defined in the Employment Agreement, or (B) Seller's voluntary termination of the Employment Agreement.

**Section 1.03 Employment Agreement**. At Closing, Seller and Buyer shall enter into an Employment Agreement in the form annexed hereto as Exhibit A (the "**Employment Agreement**"), under which Seller will be employed by Buyer in the capacity of Senior Vice President with responsibilities including, but not limited to, customs brokerage services, key accounts and specialist customer services. The Employment Agreement shall have a term of three years and provide for compensation consisting of a base annual salary of $210,000, a car allowance of $700 per month and participation in the Company's health insurance, employee incentive and other benefits programs. Following the Effective Date, Seller hereby agrees to promptly notify US Customs and Border Protection("**CBP**") of the change in ownership of UL BOS (the holder of a Customs Brokerage License) and use her best efforts to obtain proof of no objection status from CBP.

**Section 1.04 Undisclosed Liabilities**. Further to this Agreement, Seller shall provide Buyer with an internal management account of UL BOS's financial status as March 31, 2020 which shall include March 31, 2020 balance sheet information (the "**Balance Sheet**"). In the event that UL BOS is discovered to have liabilities as of March 31, 2020 which are not disclosed in the Balance Sheet (the "**Undisclosed Liabilities**") in an aggregate amount of at least $25,000, Buyer shall be entitled to promptly recover 20% of the amount of all Undisclosed Liabilities from Seller (the "**UL Payments**") up to a maximum aggregate amount of $45,000. Buyer's obligation to forgive the Seller Debt following satisfaction of the Continuous Service requirement shall be contingent upon all required UL Payments having been made by Seller.

**Section 1.04 Closing.** The Closing shall take place following the execution of this Agreement at such place as may be agreed to by Seller and Buyer. The date on which the Closing shall take place shall hereafter be referred to as the "**Closing Date**".

## ARTICLE II

## REPRESENTATIONS AND WARRANTIES OF SELLER

**Section 2.01 Authority of Seller; Enforceability: Consent.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and, assuming due authorization, execution, and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform her obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Seller is necessary to consummate the transactions contemplated hereby (or, if necessary, such approval or consent has been obtained by Seller or waived by the person required to approve or consent). To the knowledge of Seller, UL BOS has not received notice that it is in violation of any applicable laws, ordinances or regulations affecting the operation of its business.

**Section 2.02 No Conflicts.** The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in any violation, breach, conflict with, or constitute a default under (i) the Shareholders' Agreement among Seller, Dawn Lowry and UL BOS dated December 1, 2011, as amended to date (the "**UL BOS Shareholders' Agreement**") (ii) any other contract or agreement to which Seller is a party or by which it is bound; (iii) any law applicable to Seller or any judgement, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding on Seller, or (iv) the organizational documents of UL BOS; or (b) result in the creation or imposition of any Encumbrances on the UL BOS Common Stock.

**Section 2.03 Legal Proceedings.** There is no claim, action, suit, proceeding, or governmental investigation (collectively, "**Action**") of any nature pending or threatened against or by Seller (a) relating to or affecting the UL BOS Common Stock, or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 2.04 Ownership of UL BOS Common Stock.**

(a) Seller is the sole legal, beneficial, record and equitable owner of the UL BOS Common Stock free and clear of all Encumbrances.

(b) Other than as set forth in the organizational documents of UL BOS, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the UL BOS Common Stock.

**Section 2.05 UL BOS Charter Documents**. Attached hereto as Exhibit B are copies of the UL BOS Certificate of Incorporation and By-Laws, as amended to date.

**Section 2.06 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

**Section 2.07 Taxes; Tax Matters.** To Seller's knowledge, (a) all tax returns (including information returns) required to be filed on or before the Closing Date by UL BOS have been timely filed, (b) all

such tax returns are true, complete and correct in all respects, (c) all taxes due and owing by UL BOS (whether or not shown on any tax return) have been timely paid, (d) all deficiencies asserted, or assessments made, against UL BOS as a result of any examinations by any taxing authority have been fully paid, and (e) there are no pending or threatened actions by any taxing authority.

**Section 2.08 Organization and Qualification.** UL BOS is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its assets and to carry on its business as currently conducted. UL BOS is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to have a material adverse effect on UL BOS's results of operations, assets, business, prospects or condition (financial or otherwise) .

**Section 2.09 Title to Assets.** UL BOS has good and marketable title to all personal property owned by it that is material to its business, in each case free and clear of all Encumbrances, except for Encumbrances arising from the ordinary course of business (such as a security given to third party lenders over accounts receivables or assets of UL BOS) or that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property.

**Section 2.10 Due Diligence**. All Transaction Information (as defined in Section 4.01) provided by Seller to Buyer is true, correct and complete originals or copies of the documents, agreements, financials, and other materials purported to be provided or to which access has been given. To Seller's knowledge, none of the Transaction Information heretofore furnished by Seller to the Buyer contains any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of circumstances under which they are made, not misleading.

**Section 2.11 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article II, neither Seller nor any agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller. All of the representations and warranties of Seller are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF BUYER

**Section 3.01 Authority of Buyer; Enforceability.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 No Conflicts; Consents.** No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection

with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

**Section 3.03 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

**Section 3.04 Legal Proceedings.** There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

**Section 3.5 Investment Purpose**. Buyer is acquiring the UL BOS Common Stock for its own account for investment purposes and without a view towards, or for resale in connection with, any distribution thereof. Buyer has sufficient knowledge and experience in transactions of this type and is capable of evaluating the risks and merits of acquiring the UL BOS Common Stock.

**Section 3.6 Due Diligence**. All Transaction Information provided by Buyer to Seller is true, correct and complete originals or copies of the documents, agreements, financials, and other materials purported to be provided or to which access has been given. To Buyer's knowledge, none of the Transaction Information heretofore furnished by Buyer to the Seller contains any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of circumstances under which they are made, not misleading.

**Section 3.7 No Other Representations or Warranties.** Except for the representations and warranties made in this Article III, neither Buyer nor any agent of Buyer has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer. All of the representations and warranties of Buyer are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE IV
## DUE DILIGENCE, CONDITIONS PRECEDENT TO CLOSING

**Section 4.01 Due Diligence; Confidentiality**. Each Party and its representatives, officers, employees and advisors, including accountants and legal advisors, as applicable, will provide the other Party and its representatives, officers, employees and advisors, including accountants and legal advisors, as applicable, with all information, books, records and property (collectively, "**Transaction Information**") that such other Party reasonably considers necessary or appropriate in connection with its due diligence inquiry. Each Party will use its commercially reasonable best efforts to maintain the confidentiality of the Transaction Information, unless all or part of the Transaction Information is required to be disclosed by applicable law or to the extent that such disclosure is ordered by a court of competent jurisdiction. For the avoidance of doubt, the Parties agree and acknowledge that the confidentiality obligations hereunder shall survive the expiration or termination of this Agreement for any reason, remaining in full force and effect, and that the terms and conditions of this Agreement shall not in any way result in the reduction or limitation of any damages arising out of any breach of such confidentiality obligations.

**Section 4.02 Conditions.** Closing is conditioned on the following conditions having been satisfied on or before the Closing Date (the "**Conditions**"):

(a) Satisfaction by each Party of the results of their respective legal, financial, and operational due diligence.

(b) No court or governmental or regulatory authority having enacted or issued any statute, rule, regulation, judgment, injunction or other order which prohibits the consummation of, or materially adversely affects the anticipated benefits from, the transactions contemplated in this Agreement by the Closing.

(c) Each Party having obtained all consents and approvals needed with respect to this Agreement.

(d) UL BOS having been operated in the ordinary course consistent with past practices.

## ARTICLE V
## CLOSING DELIVERABLES

**Section 5.01 Seller's Deliverables.** At the Closing, Seller shall deliver to Buyer the following:

(a) The UL BOS Common Stock.

(b) Seller executed copy of the Employment Agreement.

**Section 5.02 Buyer's Deliverables.** At the Closing, Buyer shall deliver the following to Seller:

(a) Buyer executed copy of the Employment Agreement.

(b) Proof of Buyer's assumption of the Seller Debt.

(c) Buyer's board approval of this Agreement and the transactions contemplated hereby.

## ARTICLE VI

## TAX MATTERS

**Section 6.01 Tax Advice**.

(a) Seller represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Seller from this Agreement. Seller further represents and warrants that it has not relied on Buyer or Buyer's advisors and representatives for such advice.

(b) Buyer represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Buyer from this Agreement. Buyer further represents and warrants that it has not relied on Seller or Seller's advisors or representatives for such advice.

## ARTICLE VII

## INDEMNIFICATION

**Section 7.01 Indemnification.** Subject to the other terms and conditions of this **Article VII**, Buyer shall indemnify, protect and defend Seller, her affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives and Seller shall indemnify, protect and defend Buyer, its affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives (the party entitled to indemnification being hereafter referred to as the "**Indemnified Party**" and the party required to indemnify the other being hereafter referred to as the "**Indemnifying Party**") against, and shall hold the Indemnified Party harmless from and against, and shall pay and reimburse for, any and all damages, losses, liabilities and expenses incurred or sustained by, or imposed upon, the Indemnified Party based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer or Seller, as applicable, contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer or Seller, as applicable, pursuant to this Agreement; or

(c) any legal proceedings, tax assessments or other circumstances to which a party may become subject based upon the actions of the other party prior to the Closing.

## ARTICLE VIII

## MISCELLANEOUS

**Section 8.01 Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Without limiting the generality of the foregoing, Buyer and Seller shall pay their own fees and expenses and those of its respective agents, advisors, attorneys and accountants with respect to carrying out due diligence, negotiating this Agreement and related documents, and the Closing.

**Section 8.02 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**Section 8.03 Notices.** All notices, requests, consents, claims, demands, waivers, and other

communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.03):

If to Seller:

Dawn Lowry
80 Green Street
Newbury, MA 01951
Email:
Facsimile:

If to Buyer:

Unique Logistics Holdings, Inc.
154-09 146th Avenue, 3-B
Jamaica, NY 11434
Attention:
Email:
Facsimile:

**Section 8.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 8.05 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 8.06 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the Exhibits, the terms and provisions in the body of this Agreement shall control.

**Section 8.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding anything to the contrary herein, Seller shall have the right to assign this Agreement and all or any of its rights or obligations under this Agreement to an affiliate for tax purposes, and the Buyer hereby consents to such assignment.

**Section 8.08 No Third-Party Beneficiaries.** Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any governmental authority) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 8.09 Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**Section 8.10 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 8.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

**Section 8.12 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

**Section 8.13 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or relief and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

**Section 8.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 8.15 Survival of Representations**. The Buyer and Seller agree and covenant that all of the representations and warranties in this Agreement shall survive the Closing or termination of this Agreement for a period of two years.

[*signature page follows*]

Dawn Lowry

**BUYER**

UNIQUE LOGISTICS HOLDINGS, INC.

By _____
Name: Sunandan Ray
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

**SELLER**

_____

Dawn Lowry

**BUYER**

UNIQUE LOGISTICS HOLDINGS, INC.

By_____
Name: Sudandan Ray
Title: Chief Executive Officer

**EXHIBIT A**

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of May 29, 2020, by and between **Unique Logistics Holdings, Inc.,** (the "Company"), a Corporation organized and existing under the laws of the State of Delaware (the "Company"), and Dawn Lowry of 80 Green Street, Newbury, MA 01951 ("Employee").

## RECITALS

A. Employee is knowledgeable with respect to the business of the Company

B. Company desires to offer employment to Employee and Employee desires to be employed by Company.

C. Company and Employee agree to enter into an Employment Agreement providing for the term set forth in Section 3 below, with automatic annual one-year renewals thereafter on the terms and conditions herein provided.

In consideration of the mutual promises set forth in the Agreement the parties hereto agree as follows:

## ARTICLE I

## Term of Employment

1.01 Subject to the provisions of Article V, and upon the terms and subject to the conditions set forth herein, the Company will continue to employ Employee for the period beginning May 29, 2020 (the "Commencement Date") and ending on May 29, 2023, (the "Initial Term"). Effective April 1, 2023, the Employment may be terminated by either party upon serving 60 days' written notice of termination.

## ARTICLE II
## Duties

2.01 (a) During the term of employment, Employee will:

(i) Promote the interests, within the scope of her duties, of the Company and devote her full working time and efforts to the Company's business and affairs;

(ii) Serve as Senior Vice President of the Company; and

(iii) Perform the duties and services consistent with the title and function of such office, including without limitation, Customs Brokerage services, Key Accounts and Specialist Customer Services.

(b) Employee shall serve at the Company's Massachusetts office located in Middleton, MA or at an office location within a twenty (20) mile radius as determined by the Company's Board of Directors.

## ARTICLE III

## Base Compensation

3.01 The Company will compensate Employee for the duties performed by her hereunder by payment of a base salary at the rate of $210,000 per annum (the "Base"), payable in equal semimonthly installments, subject to customary withholding for federal, state, and local taxes and other normal and customary withholding items.

3.02 Reserved.

3.03 Performance Incentive. Employee will be entitled to participate in applicable Management Incentives and Stock Options that the Company may offer from time to time.

## ARTICLE IV

## Reimbursement and Employment Benefits

4.01 Health and Other Medical. Employee shall be eligible to participate in all health, medical, dental, and life insurance employee benefits as are available from time to time to other key management employees (and their families) of the Company, including a Life Insurance Plan, Medical, Vision and Dental Insurance Plan.

4.02 Vacation. Employee shall be entitled to vacation days and other paid time off in accordance with the Company's policies.

4.03 Performance Enhancing Items. Employee shall be entitled to receive from the Company (a) a car allowance of $700 per month; and (b) reimbursement by the Company for any pre-approved home office expenses.

4.04 Reimbursable Expenses. The Company shall in accordance with its standard policies in effect from time to time reimburse Employee for all reasonable out of pocket expenses actually incurred by her in the conduct of the business of the Company including air travel, quality hotels and rental cars, entertainment and similar executive expenditures provided that Employee submits all substantiation of such expenses to the Company on a timely basis in accordance with such standard policies.

4.05 Savings Plan. Employee will be eligible to enroll and participate, and be immediately vested in, all Company savings and retirement plans, including any 401(k) plans.

4.06 Reserved.

4.07 Reserved.

4.08 Reserved.

4.09 Reserved.

**ARTICLE V**

**Termination**

5.01 The Agreement may be terminated pursuant to Section 1.01, or upon the first to occur of the following (a) the Company's termination pursuant to section 5.02, (b) the Employee's termination pursuant to section 5.03 or (c) the Employee's death.

5.02 By the Company. The Agreement may be terminated by the Company upon written notice to the Employee upon the first to occur of the following:

(a) Disability. Upon the Employee's Disability (as defined herein). "Disability" shall mean Employee's inability to perform her duties as an employee despite all reasonable accommodations having been provided due to a medically determinable physical illness or injury. In the event the Company believes the Employee suffers from Disability, then the Company shall provide the opinions of two (2) board certified physicians, each certified in a specialty relevant to the disability and shall provide such opinions to the Employee or her representative at least 90 days prior to sending notice of termination based upon Disability.

(b) Cause. Upon the Employee's commission of Cause (as defined herein). The term "Cause" shall mean the following:

(i) Any ongoing and willful violation by Employee of any material provision of the Agreement (including without limitation Sections 6.01 and 6.02 hereof) causing demonstrable and serious injury to the Company, upon written notice of the same by the Company describing in detail the breach asserted and stating that it constitutes notice pursuant to Section 5.02(b)(i), which breach, if capable of being cured, has not been cured within sixty (60) days after such notice or such longer period of time if Employee proceeds with due diligence not later than ten (10) days after such notice to cure such breach.

(ii) Embezzlement by Employee of funds or property of the Company;

(iii) Fraud or willful misconduct on the part of Employee in the performance of her duties as an employee of the Company resulting in her causing demonstrable and serious injury to the Company, provided that the Company has given written notice of such breach which notice describes in detail the breach asserted and stating that it constitutes notice pursuant to Section 5.02(b)(iii), and which breach, if capable of being cured, has not been cured within sixty (60) days after such notice or such longer period of time if Employee proceeds with due diligence not later than ten (10) days after such notice to cure such breach; or

(iv) A felony conviction of Employee under the laws of the United States or any state (except for any conviction based on a vicarious liability theory and not the actual conduct of the Employee) that relates to the Employee's duties or responsibilities in connection with the Employment Agreement .

Upon a termination for Cause, the Company shall pay Employee her Base and benefits including vacation pay through the date of termination of employment; but Employee shall not receive severance under the Agreement upon termination for Cause.

5.03 By the Employee. The Agreement may be terminated by the Employee upon written notice to the Company upon the first to occur of the following:

(a) Change in Control. Upon the occurrence of a "Change in Control" (as defined herein) of the Company. The term "Change in Control" shall mean any of the following: (i) a replacement of more than one half of the Board of Directors of the Company, (ii) a sale of more than one half of the voting securities of the Company (or the entity ultimately owning or controlling such Company) or the sale or exchange of all or substantially all of the assets of either such Company, (iii) a merger or consolidation involving either such entity where the entity is not the survivor in such merger or consolidation (or the entity ultimately owning or controlling such entity), (iv) a liquidation, winding up, or dissolution of either such entity or (v) an assignment for the benefit of creditors, foreclosure sale, voluntary filing of a petition under the Bankruptcy Reform Act of 1978, or an involuntary filing under such act which filing is not stayed or dismissed within 45 days of filing.

(b) Constructive Termination. Upon the occurrence of a "Constructive Termination" (as defined herein) by the Company. The term "Constructive Termination" shall mean any of the following:

(i) Any breach by the Company of any material provision of the Agreement, including, without limitation, the assignment to the Employee of duties inconsistent with her position specified in Section 2.01 hereof or any breach by the Company of such Section, which is not cured within 60 days after written notice of the same by Employee, describing in detail the breach asserted and stating that it constitutes notice pursuant to Section 5.03;

(ii) A substantial and continued reduction in the level of support, services, staff, secretarial resources, office space, and accoutrements below that which is reasonably necessary for the performance of Employee's duties hereunder, consistent with that of other key executive employees.

5.04 Consequences of Termination. Upon any termination of Employee's employment with the Company, except for a termination for Cause, the Employee shall be entitled to a severance payment of 60 days' Base pay.

## ARTICLE VI

## Covenants

6.01 Employee shall treat as confidential and keep secret designated confidential information of the Company and shall not at any time during the term of employment, without the prior written consent of the Company, divulge, furnish, or make known or accessible to, or use for the benefit of, anyone other than the Company and its subsidiaries and affiliates any confidential information obtained by him in the course of her employment hereunder. *provided, however,* that confidential information of the Company

shall not include any information known or available generally to the public (other than as a result of unauthorized disclosure by Employee) or any non-proprietary information.

6.02 All records, papers, and documents kept or made by Employee relating to the business of the Company or its subsidiaries or affiliates or their clients shall be and remain the property of the Company.

6.03 Following the termination of Employee's employment hereunder for any reason except for those set forth in section 5.03 in which event this section is inapplicable, Employee shall not for a period of twelve (12) months from such termination, solicit any employee of the Company to leave such employ to enter the employ of Employee or of any person, firm, or Company with which Employee is then associated (except solicitation by general means such as newspapers).

6.04 If at the time of enforcement of any provision of the Agreement, a court shall hold that the duration, scope, or area restriction of any provision hereof is unreasonable under circumstances now or then existing, the parties hereto agree that the maximum duration, scope, or area reasonable under the circumstances shall be substituted by the court for the stated duration, scope, or area.

6.05 Employee acknowledges that any breach by her of the provisions of Article VI of the Agreement might cause irreparable harm to the Company and that a remedy at law for any breach or attempted breach of Article VI of the Agreement might be inadequate, and agrees that, notwithstanding Article VIII hereof, the Company may seek available remedies, including specific performance and injunctive and other equitable relief, in the case of any such breach or attempted breach.

6.06 The Company represents and warrants that the Agreement has been duly authorized, executed, and delivered on behalf of the Company and that the Agreement represents the legal, valid, and binding obligation of the Company and does not conflict with any other agreement binding on the Company.

## ARTICLE VII

## Assignment

7.01 The Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company without relieving the Company of its obligations hereunder. The Company may assign this Agreement to a subsidiary of the Company and may request that Employee perform services for a subsidiary of the Company including, but not limited to, Unique Logistics International (BOS) Inc, a Massachusetts corporation ("UL BOS"). Neither the Agreement nor any rights hereunder shall be assignable by Employee and any such purported assignment by him shall be void.

## ARTICLE VIII

## Entire Agreement

8.01 The Agreement constitutes the entire understanding between the Company and Employee concerning her employment by the Company or subsidiaries and supersedes any and all previous agreements between Employee and the Company or any of its affiliates or subsidiaries concerning such employment, including, without limitation, the Original Employment Agreement. Each party hereto shall pay its own costs and expenses (including legal fees) except as otherwise expressly provided herein

incurred in connection with the preparation, negotiation, and execution of the Agreement. The Agreement may not be changed orally, but only in a written instrument signed by both parties hereto.

## ARTICLE IX

## Applicable Law; Miscellaneous

9.01 The Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions brought to interpret or enforce the Agreement shall be brought in courts located in New York County.

9.02 Reserved.

9.03 The Company shall indemnify and hold harmless Employee to the full extent authorized or permitted by law with respect to any claim, liability, action, or proceeding instituted or threatened against or incurred by Employee or her legal representatives and arising in connection with Employee's conduct or position at any time as a director, officer, employee, or agent of the Company or any subsidiary thereof. The Company shall not change, modify, alter, or in any way limit the existing indemnification and reimbursement provisions relating to and for the benefit of its directors and officers without the prior written consent of the Employee, including any modification or limitation of any directors and officers liability insurance policy.

9.04 No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a continuing waiver or a waiver of any similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party hereto which are not set forth expressly in the Agreement.

9.05 The invalidity or unenforceability of any provision or provisions of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

9.06 The Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.07 The section headings contained in the Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF,** the parties have executed the Agreement as of the date first written above.

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: _____

Name: SUNANDAN RAY

Title: CEO

**Employee:**

_____

Dawn Lowry

**UNIQUE LOGISTICS HOLDINGS, INC.**

By:_____
Name:
Title:

**Employee:**

Dawn Lowry

EXHIBIT 4.8

EXHIBIT B



D

# The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

**ARTICLE I**

The name of the corporation is:

Dynasty CHB, Inc.

**ARTICLE II** 98305004

The purpose of the corporation is to engage in the following business activities:

To act as Customhouse Broker freight forwarders, import export agents, freight brokers steamship agents, airship agents, purchasing agents, foreign freight handlers, non vessel operating common carriers, warehousemen and intrastate and interstate truckmen; and to execute any and all papers and documents and to do any and all other things tha may be necessary or convenient to do in carrying on the foregoing business activities; and to carry on any other business, whether as brokers, sellers, buyers or otherwise; and to do any other thing permitted by all present and future laws of the Commonwealth of Massachusetts applicable to business corporations.

To construct, lease, purchase or otherwise acquire real estate and personal property of any nature, or any interest therein, without limit as to amount or value, reasonably necessary or convenient for effecting or furthering any or all of the purposes and powers of the corporation. To purchase, lease or otherwise acquire, in whole or in part, as a going concern or otherwise, the business, good-will, rights, franchises, stocks, bonds or other securities issued by, and the property of every kind, and assu the whole or any part of the liabilities of, any person, firm, association, or corpora tion engaged in or authorized to conduct any business identical with or similar to any business authorized to be conducted by this corporation or owning property necessary or suitable for its purposes, and to exercise all powers necessary or incidental to the conduct of such business. To hold, own, use, manage, operate, improve, lease, license mortgage, sell, dispose of or otherwise turn to account or deal with any or any part of property of the corporation or any interest therein, but not to engage in the real estate business.

Insofar as may be permitted by law, to enter into, make, perform and carry out contra of any kind with any person, firm, association, or corporation, whether private, publi quasi-public or municipal, or body politic, whether foreign or domestic, and with and for any domestic or foreign state or government or territory or colony thereof.

To apply for, purchase, or in any other manner to acquire, outright or by way of lease license or otherwise, patents, trademarks, trade names, copyrights, secret processes, inventions, formulae, and improvements of any and every nature which may be necessary, convenient, incidental or advantageous to the corporation or for effecting any of its purposes; and to grant or license the same to others.

To have one or more offices and to carry on any or all of its operations and business any of the states, districts, territories, or colonies of the United States, in the

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

(SEE ATTACHED SHEET 2A)

**ARTICLE III**

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

| TYPE | NUMBER OF SHARES |
|---|---|
| COMMON: | 12,500 |
| PREFERRED: | |

WITH PAR VALUE STOCKS

| TYPE | NUMBER OF SHARES | PAR VALUE |
|---|---|---|
| COMMON: | | |
| PREFERRED: | | |

**ARTICLE IV**

If more than one type, class or series is authorized, a description of each with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each type and class thereof and any series now established.

No subclassification of stock adopted.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assign, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer i to the Corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators a majority may act in the absence of such arbitrator.

After teh acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the Corporation shall not have exercised the right to so purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

**ARTICLE VI**

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

None

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

[redacted]

Provinces of Canada, and in any and all foreign countries, subject to the laws of such state, district, territory, colony, province, or country.

To cause to have done any and all such acts and things as may be necessary, desirable, convenient or incidental to the consummation or accomplishment of any or all of the foregoing purposes.

In furtherance and not in limitation of these purposes and powers, to do all, and any things and exercise any and all powers necessary, convenient or advisable to accomplish one or more of the purposes of the corporation, or which shall at any time appear to be for the benefit of the corporation in connection therewith, which may now or hereafter be lawful for the corporation to do or exercise under and in pursuance of the laws of the Commonwealth of Massachusetts.

**ARTICLE VII**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

**ARTICLE VIII**

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

127 Holt Road, Andover, Massachusetts 01810

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

| | NAME | RESIDENCE | POST OFFICE ADDRESS |
|---|---|---|---|
| President: | Jan S. Fitzpatrick | 127 Holt Road, Andover, Massachusetts 01810 | |
| Treasurer: | Same | | |
| Clerk: | Same | | |
| Directors: | Same | | |

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

**ARTICLE IX**

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 29th day of October 19 96

Jan S. Fitzpatrick

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

[redacted]

553802

THE COMMONWEALTH OF MASSACHUSETTS

96 OCT 31 AM 9:50

**ARTICLES OF ORGANIZATION**

**GENERAL LAWS, CHAPTER 156B, SECTION 12**

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ 200.00 having been paid, said articles are deemed to have been filed with me this 31ST day of OCTOBER 1996

*Effective date*

William Francis Galvin
Secretary of the Commonwealth

**FILING FEE:** 1/10 of 1% of the total amount of the authorized capital stock, but not less than $200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

**PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT**

James P. Sullivan, Esq.
Sullivan & Lynch, P.C.
156 State Street, Boston, MA 02109
Telephone: (617) 723-4488

[redacted]

D
PC

# The Commonwealth of Massachusetts

**William Francis Galvin**
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Amendment

FORM MUST BE TYPED

**(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)**

(1) Exact name of corporation: Dynasty International, Inc.

(2) Registered office address: 365 Chelsea Street, East Boston, MA 02128
*(number, street, city or town, state, zip code)*

(3) These articles of amendment affect article(s): 1
*(specify the number(s) of article(s) being amended (I-VI))*

(4) Date adopted: November 5, 2014
*(month, day, year)*

(5) Approved by:

*(check appropriate box)*

- ☐ the incorporators.
- ☐ the board of directors without shareholder approval and shareholder approval was not required.
- ☑ the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article 1 The name of the corporation is: Unique Logistics International (BOS), Inc.

P.C.

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

| WITHOUT PAR VALUE | | WITH PAR VALUE | | |
|---|---|---|---|---|
| TYPE | NUMBER OF SHARES | TYPE | NUMBER OF SHARES | PAR VALUE |
| | | | | |
| | | | | |
| | | | | |

Total authorized after amendment:

| WITHOUT PAR VALUE | | WITH PAR VALUE | | |
|---|---|---|---|---|
| TYPE | NUMBER OF SHARES | TYPE | NUMBER OF SHARES | PAR VALUE |
| | | | | |
| | | | | |
| | | | | |

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

Signed by:  ,
*(signature of authorized individual)*

- ☐ Chairman of the board of directors,
- ☑ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 5 day of November, 2014.

# COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

## Articles of Amendment

**(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)**

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of $_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____ , at _____a.m./p.m.
*time*

Effective date:_____
*(must be within 90 days of date submitted)*

WILLIAM FRANCIS GALVIN
*Secretary of the Commonwealth*

Filing fee: Minimum filing fee $100 per article amended, stock increases $100 per 100,000 shares, plus $100 for each additional 100,000 shares or any fraction thereof.

_____
Examiner

_____
Name approval

_____
C

_____
M

TO BE FILLED IN BY CORPORATION
Contact Information:

Christopher B. Younger, Esq

GKG Law, P.C., 1054 31st Street, NW, Suite 200

Washington, D.C. 20007

Telephone: 202-342-5200

Email: cyounger@gkglaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

BY-LAWS

OF

DYNASTY CHB, INC.

(A Massachusetts Corporation)

Adopted: October 29, 1996
Date

Jan S. Fitzpatrick
Clerk

TABLE OF CONTENTS

BY-LAWS

OF

DYNASTY CHB, INC.

(A Massachusetts Corporation)

ARTICLE I

Stockholders

Section 1.1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held on the 2nd Tuesday in March of each year.

The annual meeting shall be held at such place within the United States as may be designated in the notice of meeting. If the day fixed for the annual meeting shall fall on a legal holiday, the meeting shall be held on the next succeeding day not a legal holiday. In the event that no date for the annual meeting is established, a special meeting may be held in place thereof, and any business transacted at such special meeting in lieu of annual meeting shall have the same effect as if transacted or held at the annual meeting.

Section 1.2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk upon written application of one or more stockholders who hold shares representing at least ten (10%) percent of the capital stock entitled to vote at such meeting. Special meetings of the stockholders shall be held at such time, date and place within or without the United States as may be designated in the notice of such meeting.

Section 1.3. Notice of Meeting. A written notice stating the place, date, and hour of each meeting of the stockholders, and, in the case of a special meeting, the purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting, and to each stockholder who, under the Articles of Organization or these By-laws, is entitled to such notice, by delivering such notice to such person or leaving it at their residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears upon the books of the corporation, at least seven (7) days and not more than sixty (60) days before the meeting. Such notice shall be given by the clerk, an assistant clerk, or any other officer or person designated either by the clerk or by the person or persons calling the meeting.

The requirement of notice to any stockholder may be waived by a written waiver of notice, executed before or after the meeting by the stockholder or his attorney thereunto duly authorized, and filed with the records of the meeting, or if communication with such stockholder is unlawful, or by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. Except as otherwise provided herein, the notice to the stockholders need not specify the purposes of the meeting.

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.4. Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present.

Section 1.5. Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote owned by such stockholder of record according to the books of the corporation, unless otherwise provided by law or by the Articles of Organization. Stockholders may vote either in person or by written proxy. No proxy dated more than six months prior to the date of the meeting shall be valid although, unless otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting. Proxies shall be filed with the clerk of the meeting, or of any adjournment thereof. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them.

Section 1.6. Action at Meeting. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect such office, and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except where a larger vote is required by law, the Articles of Organization or these By-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 1.7. Action Without Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the consent shall be treated for all purposes as a vote at a meeting.

Section 1.8. Voting of Shares of Certain Holders. Shares of stock of the corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares of stock of the corporation may be voted by the holder of a durable power of attorney if such durable power of attorney specifically provides for such power to vote shares.

Shares of stock of the corporation standing in the name of a deceased person, a minor, ward or an incompetent person, may be voted by his or her administrator, executor or court-appointed guardian or conservator without a transfer of such shares into the name of such administrator, executor or court-appointed guardian or conservator. Shares of stock of the corporation standing in the name of a trustee may be voted by him or her.

Shares of stock of the corporation standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares.

## ARTICLE II

## Board of Directors

Section 2.1. Powers. Except as reserved to the stockholders by law, by the Articles of Organization or by these By-laws, the business of the corporation shall be managed under the direction of the board of directors, who shall have and may exercise all of the powers of the corporation. In particular, and without limiting the foregoing, the board of directors shall have the power to issue or reserve for issuance from time to time the whole or any part of the capital stock of the corporation which may be authorized from time to time to such person, for such consideration and upon such terms and conditions as they shall determine, including the granting of options, warrants or conversion or other rights to stock.

Section 2.2. Number of Directors; Qualifications. The board of directors shall consist of such number of directors (which shall not be less than the lesser of the number of stockholders or three (3)) as shall be fixed initially by the incorporator(s) and thereafter by the stockholders. No director need be a stockholder.

Section 2.3. Nomination of Directors.

(a) Nominations for the election of directors may be made by the board of directors or by any stockholder entitled to vote for the election of directors. Nominations by stockholders shall be made by notice in writing, delivered or mailed by first class mail, postage prepaid, to the clerk of the corporation not less than fourteen (14) days nor more than fifty (50) days prior to any meeting of the stockholders called for the election of directors; provided, however, that if less

than twenty-one (21) days' written notice of the meeting is given to stockholders, such written notice shall be delivered or mailed, as prescribed, to the clerk of the corporation not later than the close of the seventh day following the day on which notice of the meeting was mailed to stockholders.

(b) Each notice under subsection (a) shall set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in such notice, (ii) the principal occupation or employment of each such nominee, and (iii) the number of shares of stock of the corporation which are beneficially owned by each such nominee.

(c) The chairman of the meeting of stockholders may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

Section 2.4. Election of Directors. The initial board of directors shall be elected by the incorporator(s) at the first meeting thereof and thereafter by the stockholders at their annual meeting or at any special meeting the notice of which specifies the election of directors as an item of business for such meeting. Each stockholder shall be entitled to cast one (1) vote for each share of stock entitled to vote owned by such stockholder for each available seat on the Board of Directors; cumulative voting shall not be allowed.

Section 2.5. Vacancies; Reduction of the Board. Any vacancy in the board of directors, however occurring, including a vacancy resulting from the enlargement of the board of directors, may be filled by the stockholders or by the directors then in office or by a sole remaining director. In lieu of filling any such vacancy the stockholders or board of directors may reduce the number of directors, but not to a number less than the minimum number required by Section 2.2. When one (1) or more directors shall resign from the board of directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 2.6. Enlargement of the Board. The board of directors may be enlarged by the stockholders at any meeting or by vote of a majority of the directors then in office.

Section 2.7. Tenure and Resignation. Except as otherwise provided by law, by the Articles of Organization or by these By-laws, directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any director may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, clerk or assistant clerk, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 2.8. Removal. A director, whether elected by the stockholders or directors, may be removed from office with or without cause at any annual or special meeting of stockholders by vote of a majority of the stockholders entitled to vote in the election of such director, or for

cause by a vote of a majority of the directors then in office; provided, however, that a director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him or her.

Section 2.9. Meetings. Regular meetings of the board of directors may be held without call or notice at such times and such places within or without the Commonwealth of Massachusetts as the board may, from time to time, determine, provided that notice of the first regular meeting following any such determination shall be given to directors absent from such determination. A regular meeting of the board of directors shall be held without notice immediately after and at the same place as, the annual meeting of the stockholders or the special meeting of the stockholders held in place of such annual meeting, unless a quorum of the directors is not then present. Special meetings of the board of directors may be held at any time and at any place designated in the call of the meeting when called by the president, treasurer, or one or more directors. Members of the board of directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

Section 2.10. Notice of Meeting. It shall be sufficient notice to a director to send notice by mail at least forty-eight (48) hours before the meeting addressed, telegrammed or faxed to such person at his or her usual or last known business or residence address or to give notice to such person in person or by telephone at least twenty-four (24) hours before the meeting. Notice shall be given by the clerk, assistant clerk, if any, or by the officer or directors calling the meeting. The requirement of notice to any director may be waived by a written waiver of notice, executed by such person before or after the meeting or meetings, and filed with the records of the meeting, or by attendance at the meeting without protesting prior thereto or at its commencement the lack of notice. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

Section 2.11. Agenda. Any lawful business may be transacted at a meeting of the board of directors, notwithstanding the fact that the nature of the business may not have been specified in the notice or waiver of notice of the meeting.

Section 2.12. Quorum. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum for the transaction of business. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 2.13. Action at Meeting. Any motion adopted by vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except where a different vote is required by law, by the Articles of Organization or by these By-laws. The assent in writing of any director to any vote or action of the directors taken at any meeting, whether or not a quorum was present and whether or not the director had or waived notice of the meeting, shall have the same effect as if the director so assenting was present at such meeting and voted in favor of such vote or action.

Section 2.14. Action Without a Meeting. Any action by the directors may be taken without a meeting if all of the directors consent to the action in writing and the consents are filed with the records of the directors' meetings. Such consent shall be treated for all purposes as a vote of the directors at a meeting.

Section 2.15. Committees. The board of directors may, by the affirmative vote of a majority of the directors then in office, appoint an executive committee or other committees consisting of one or more directors and may by vote delegate to any such committee some or all of their powers except those which by law, the Articles of Organization or these By-laws they may not delegate. Unless the board of directors shall otherwise provide, any such committee may make rules for the conduct of its business, but unless otherwise provided by the board of directors or such rules, its meetings shall be called, notice given or waived, its business conducted or its action taken as nearly as may be in the same manner as is provided in these By-laws with respect to meetings or for the conduct of business or the taking of actions by the board of directors. The board of directors shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee at any time. The board of directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

## ARTICLE III

## Officers

Section 3.1. Enumeration. The officers shall consist of a president, a treasurer, a clerk and such other officers and agents (including a Chairman of the Board, Chief Executive Officer, one or more vice-presidents, assistant treasurers, assistant clerks, secretaries and assistant secretaries), with such duties and powers, as the board of directors may, in their discretion, determine. The President shall serve as Chief Executive Office until such time as the Board of Directors votes otherwise.

Section 3.2. Election. The president, treasurer and clerk shall be elected annually by the directors at their first meeting following the annual meeting of the stockholders. Other officers may be chosen by the directors at such meeting or at any other meeting.

Section 3.3. Qualification. An officer may, but need not, be a director or stockholder and no officer shall be a director solely by virtue of being an officer. Any two or more offices may be held by the same person. The clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the directors may determine. The premiums for such bonds may be paid by the corporation.

Section 3.4. Tenure. Except as otherwise provided by the Articles of Organization or these By-laws, the term of office of each officer shall be for one year or until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 3.5. Removal. Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the directors then in office; provided, however, that an officer may be removed for cause only after reasonable notice of not less than seven (7) days and opportunity to be heard by the board of directors prior to action thereon.

Section 3.6. Resignation. Any officer may resign by delivering or mailing postage prepaid a written resignation to the corporation at its principal office or to the president, clerk, or assistant clerk, if any, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some event.

Section 3.7. Vacancies. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the board of directors.

Section 3.8. President. The president shall be the chief executive officer of the corporation. Except as otherwise voted by the board of directors, the president shall preside at all meetings of the stockholders and of the board of directors at which he or she is present. The president shall have such duties and powers as are commonly incident to the office and such duties and powers as the board of directors shall from time to time designate.

Section 3.9. Vice-Presidents. Vice-presidents, if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.10. Treasurer and Assistant Treasurers. The treasurer, subject to the direction and under the supervision and control of the board of directors, shall have general charge of the financial affairs of the corporation. The treasurer shall have custody of all funds, securities and valuable papers of the corporation, except as the board of directors may otherwise provide. The treasurer shall keep or cause to be kept full and accurate records of account which shall be the property of the corporation, and which shall be always open to the inspection of each elected officer and director of the corporation. The treasurer shall deposit or cause to be deposited all funds of the corporation in such depository or depositories as may be authorized by the board of directors. The treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts and other negotiable instruments payable to the corporation. The treasurer shall have the power to borrow money and enter into and execute arrangements as to advances, loans and credits to the corporation. The treasurer shall perform such other duties as are incidental to the office, and such other duties as may be assigned by the board of directors.

Assistant treasurers, if any, shall have such powers and perform such duties as the board of directors may from time to time determine.

Section 3.11. Clerk and Assistant Clerks. The clerk shall record, or cause to be recorded, all proceedings of the meetings of the stockholders and directors (including committees thereof) in the books of records of this corporation. The record books shall be open at reasonable times to the inspection of any stockholder, director, or officer. The clerk shall notify the stockholders and directors, when required by law or by these By-laws, of their respective meetings, and shall perform such other duties as the directors and stockholders from time to time prescribe. The

clerk shall have the custody and charge of the corporate seal, and shall affix the seal of the corporation to all instruments requiring such seal, and shall certify under the corporate seal the proceedings of the directors and of the stockholders, when required. In the absence of the clerk at any such meeting, a temporary clerk shall be chosen who shall record the proceedings of the meeting in the aforesaid books.

The Assistant Clerk, if any, shall have such powers and perform such duties as the board of directors may from time to time designate.

Section 3.12. Other Powers and Duties. Subject to these By-laws and to such limitations as the board of directors may from time to time prescribe, the officers of the corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the board of directors.

## ARTICLE IV

## Capital Stock

Section 4.1. Stock Certificates. Each stockholder shall be entitled to a certificate representing the number of shares of the capital stock of the corporation owned by such person in such form as shall, in conformity to law, be prescribed from time to time by the board of directors. Each certificate shall be signed by the president or vice-president and treasurer or assistant treasurer or such other officers designated by the board of directors from time to time as permitted by law, shall bear the seal of the corporation, and shall express on its face its number, date of issue, class, the number of shares for which, and the name of the person to whom, it is issued. The corporate seal and any or all of the signatures of corporation officers may be facsimile if the stock certificate is manually counter-signed by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee.

If an officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed on, a certificate shall have ceased to be such before the certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the time of its issue.

Section 4.2. Transfer of Shares. Title to a certificate of stock and to the shares represented thereby shall be transferred only on the books of the corporation by delivery to the corporation or its transfer agent of the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of the same, or a properly executed written power of attorney to sell, assign or transfer the same or the shares represented thereby. Upon surrender of a certificate for the shares being transferred, a new certificate or certificates shall be issued according to the interests of the parties.

Section 4.3. Record Holders. Except as otherwise may be required by law, by the Articles of Organization or by these By-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge

or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the corporation of his or her post office address.

Section 4.4. Record Date. In order that the corporation may determine the stockholders entitled to receive notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any right, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled, notwithstanding any transfer of stock on the books of the corporation after the record date.

If no record date is fixed: (i) the record date for determining stockholders entitled to receive notice of or to vote at a meeting of stockholders shall be at the close of business on the next day preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is necessary, shall be the day on which the first written consent is expressed; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 4.5. Transfer Agent and Registrar for Shares of Corporation. The board of directors may appoint a transfer agent and a registrar of the certificates of stock of the corporation. Any transfer agent so appointed shall maintain, among other records, a stockholders' ledger, setting forth the names and addresses of the holders of all issued shares of stock of the corporation, the number of shares held by each, the certificate numbers representing such shares, and the date of issue of the certificates representing such shares. Any registrar so appointed shall maintain, among other records, a share register, setting forth the total number of shares of each class of shares which the corporation is authorized to issue and the total number of shares actually issued. The stockholders' ledger and the share register are hereby identified as the stock transfer books of the corporation; but as between the stockholders' ledger and the share register, the names and addresses of stockholders, as they appear on the stockholders' ledger maintained by the transfer agent shall be on the official list of stockholders of record of the corporation. The name and address of each stockholder of record, as they appear upon the stockholders' ledger, shall be conclusive evidence of who are the stockholders entitled to receive notice of the meetings of stockholders, to vote at such meetings, to examine a complete list of the stockholders entitled to vote at meetings, and to own, enjoy and exercise any other property or right deriving from such shares against the corporation. Stockholders, but not the corporation, its directors, officers, agents or attorneys, shall be responsible for notifying the transfer agent, in writing, of any change in their names or addresses from time to time, and failure to do so will relieve the corporation, its other stockholders, directors, officers, agents and attorneys, and its

transfer agent and register, of liability for failure to direct notices or other documents, or pay over or transfer dividends or other property or rights, to a name or address other than the name and address appearing in the stockholders' ledger maintained by the transfer agent.

Section 4.6. Loss of Certificates. In case of the loss, destruction or mutilation of a certificate of stock, a replacement certificate may be issued in place thereof upon such terms as the board of directors may prescribe, including, in the discretion of the board of directors, a requirement of bond and indemnity to the corporation.

Section 4.7. Restrictions on Transfer. Every certificate for shares of stock which are subject to any restriction on transfer, whether pursuant to the Articles of Organization, the By-laws or any agreement to which the corporation is a party shall have the fact of the restriction noticed conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge.

Section 4.8. Multiple Classes of Stock. The amount and classes of the capital stock and the par value, if any, of the shares, shall be as fixed in the Articles of Organization. At all times when there are two or more classes of stock, the several classes of stock shall conform to the description and the terms and have the respective preferences, voting powers, restrictions and qualifications set forth in the Articles of Organization and these By-laws. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued, or (ii) a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

## ARTICLE V

## Dividends

Section 5.1. Declaration of Dividends. Except as otherwise required by law or by the Articles of Organization the board of directors may, in its discretion, declare what, if any, dividends shall be paid by the corporation. Dividends may be paid in cash, in property, in shares of the corporation's stock, or in any combination thereof. Dividends shall be payable upon such dates as the board of directors may designate.

Section 5.2. Reserves. Before the payment of any dividend and before making any distribution of profits, the board of directors, from time to time and in its absolute discretion, shall have power to set aside out of the surplus or net profits of the corporation such sum or sums as the board of directors shall deem to be in the best interests of the corporation, and the board of directors may modify or abolish any such reserve.

## ARTICLE VI

### Miscellaneous Provisions

Section 6.1. Articles of Organization. All references in these By-laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

Section 6.2. Fiscal Year. Except as from time to time otherwise provided by the board of directors, the fiscal year of the corporation shall end on the last day of December of each year.

Section 6.3. Corporate Seal. The board of directors shall have the power to adopt and alter the seal of the corporation.

Section 6.4. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, and other obligations authorized to be executed by an officer of the corporation on its behalf shall be signed by the president, the treasurer or a vice-president except as the board of directors may generally or in particular cases otherwise determine.

Section 6.5. Voting of Securities. Unless the board of directors otherwise provides, the president or the treasurer may waive notice of and act on behalf of this corporation, or appoint another person or persons to act as proxy or attorney in fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this corporation.

Section 6.6. Evidence of Authority. A certificate by the clerk or any assistant clerk as to any action taken by the stockholders, directors or any officer or representative of the corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action. The exercise of any power which by law, by the Articles of Organization or by these By-laws, or under any vote of the stockholders or the board of directors, may be exercised by an officer of the corporation only in the event of absence of another officer or any other contingency shall bind the corporation in favor of anyone relying thereon in good faith, whether or not such absence or contingency existed.

Section 6.7. Corporate Records. The original, or attested copies, of the Articles of Organization, By-laws, records of all meetings of the incorporators and stockholders, and the stock transfer books (which shall contain the names of all stockholders and the record address and the amount of stock held by each) shall be kept in Massachusetts at the principal office of the corporation, or at an office of its resident agent, transfer agent or of the clerk or of the assistant clerk, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection of any stockholder for any purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 6.8. Charitable Contributions. The board of directors from time to time may authorize contributions to be made by the corporation in such amounts as it may determine to be reasonable to corporations, trusts, funds or foundations organized and operated exclusively for charitable, scientific or educational purposes, no part of the net earnings of which inures to the private benefit of any stockholder or individual.

## ARTICLE VII

## Amendments

Section 7.1. Amendment by Stockholders. Prior to the issuance of stock, these By-laws may be amended, altered or repealed by the incorporator(s) by majority vote. After stock has been issued, these By-laws may be amended, altered or repealed by the stockholders at any annual or special meeting by vote of a majority of all shares outstanding and entitled to vote, except that where the effect of the amendment would be to reduce any voting requirement otherwise required by law, the Articles of Organization or these By-laws, such amendment shall require the vote that would have been required by such other provision. Notice and a copy of any proposal to amend these By-laws must be included in the notice of meeting of stockholders at which action is taken upon such amendment.

Section 7.2. Amendment by Board of Directors.

(a) These By-laws may be amended, altered or repealed by the board of directors at a meeting duly called for that purpose by majority vote of the directors then in office, except that directors shall not amend the By-laws in a manner which:

(i) changes the stockholder voting requirements for any action;

(ii) alters or abolishes any preferential right or right of redemption applicable to a class or series of stock with shares already outstanding;

(iii) alters the provisions of Article VII; or

(iv) permits the board of directors to take any action which under law, the Articles of Organization or these By-laws is required to be taken by the stockholders.

(b) If the By-laws are amended, altered or repealed by the board of directors, notice of the amendment, alteration or repeal shall be given to all stockholders entitled to vote not later than the time of giving notice of the next meeting of stockholders following such amendment, alteration or repeal.

(c) Any amendment of these By-laws by the board of directors may be altered or repealed by the stockholders at any annual or special meeting of stockholders.

**Exhibit 10.30**

**EXECUTION VERSION**

# Securities Purchase Agreement

**between**

**Robert C. Shaver**

**and**

**Unique Logistics Holdings, Inc.**

**May 29, 2020**

## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "**Agreement**"), dated as of May 29, 2020 (the "**Effective Date**") is entered into between Robert C. Shaver ("**Seller**") and Unique Logistics Holdings, Inc., a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica, NY 11434 ("**Buyer**").

## RECITALS

WHEREAS, Seller owns (i) forty percent (40%) of the membership interests (such 40% interest, the "**UL ATL Membership Interests**") of Unique Logistics International (ATL) LLC, a Georgia limited liability company ("**UL ATL**"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the UL ATL Membership Interests, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## PURCHASE AND SALE

**Section 1.01 Purchase and Sale.** Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the UL ATL Membership Interests, free and clear of, other than Permitted Liens (defined below), any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance (singly and collectively, "**Encumbrances**"), for the consideration specified in Section 1.02 below. For purposes hereof, all of Seller's right, title, and interest in and to the UL ATL Membership Interests shall include, but is not limited to, (a) the Seller's capital account in UL ATL, (b) the Seller's right to share in the distributions and allocations of profits and losses of UL ATL, (c) the Seller's right to receive distributions from UL ATL after the Closing Date, and (d) all of the voting rights attributable to the UL ATL Membership Interests after the Closing Date. For the avoidance of doubt, debts and other liabilities of UL ATL and any security interests created thereunder in favor of the Seller shall not constitute Encumbrances for the purposes of this Agreement to the extent such liabilities are to be assumed by the Buyer or its affiliates hereunder ("**Permitted Liens**").

**Section 1.02 Purchase Price.** The aggregate purchase price for the UL ATL Membership Interests shall be US $2,819,000 ( the "**Purchase Price**") consisting of (i) US $994,000 (the "**Cash Purchase Price**") to be paid to Seller in cash at Closing and (ii) a subordinated promissory note, in the form attached hereto as Exhibit A executed and delivered by Buyer to Seller at the Closing (defined below) of the transactions contemplated by this Agreement in the amount of US $1,825,000 (the "**Note**").

**Section 1.03 Closing.** Subject to the terms and conditions of this Agreement, the transactions

contemplated hereby shall take place at a closing (the "**Closing**") at such location as may be agreed to by Seller and Buyer, in writing, provided, however, the parties may deliver and exchange documents and signatures at Closing by electronic transmission in lieu of an in-person Closing. The date on which the Closing shall take place shall hereafter be referred to as the "**Closing Date**." The Closing shall be effective as of 12:01 a.m. on the Effective Date.

**Section 1.04 Seller as Advisory Executive**. For a period of 90 days following the Closing, Seller shall be available to serve as an advisory executive of Buyer to provide assistance with the transition in ownership in the manner mutually agreed to by Seller and Buyer.

## ARTICLE II

## REPRESENTATIONS AND WARRANTIES OF SELLER

For purposes of this Article II, "Knowledge of Seller" means the actual knowledge of Seller, without any duty to investigate.

**Section 2.01 Authority of Seller; Enforceability: Consent.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and, assuming due authorization, execution, and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform his obligations hereunder and to consummate the transactions contemplated hereby. Other than in connection with the PPP Loan, no approval or consent of any persons other than the parties hereto is necessary to consummate the transactions contemplated hereby (or, if necessary, such approval or consent has been obtained by Seller or waived by the person required to approve or consent). To the Knowledge of Seller, UL ATL has not received notice that it is in violation of any applicable laws, ordinances or regulations affecting the operation of their respective businesses. "**PPP Loan**" means that certain Note (SBA Loan #2068597100), by and between Unique Logistics International (ATL), LLC and Quantum National Bank, dated April 6, 2020.

**Section 2.02 No Conflicts.** The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not, subject to the execution, delivery and receipt of the documents required to be delivered pursuant to Section 4.01(d): (a) result in any violation, breach, conflict with, or constitute a default under (i) the Amended and Restated Operating Agreement of UL ATL dated July 11, 2018, as amended to date (the "**UL ATL Operating Agreement**"), (ii) any other contract or agreement to which Seller is a party or by which it is bound; (iii) any law applicable to Seller or any judgement, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding on Seller, or (iv) the organizational documents of UL ATL; or (b) result in the creation or imposition of any Encumbrances on the UL ATL Membership Interests.

**Section 2.03 Legal Proceedings.** To the Knowledge of the Seller, there is no claim, action, suit, proceeding, or governmental investigation (collectively, "**Action**") of any nature pending or threatened against or by Seller (a) relating to or affecting the UL ATL Membership Interests, or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of the Seller, no event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 2.04 Ownership of UL ATL Membership Interests**

(a) Seller is the sole legal, beneficial, record and equitable owner of the UL ATL Membership Interests free and clear of all Encumbrances.

(b) Other than as set forth in the organizational documents of UL ATL, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the UL ATL Membership Interests.

**Section 2.05 Operating Agreements.** Attached hereto as Exhibit B is the true, complete, and current copy of the UL ATL Operating Agreement, as amended to date, which agreement is in full force and effect, other than amendments required pursuant to this Agreement.

**Section 2.06 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

**Section 2.07 Taxes.** To Seller's Knowledge (other than with respect to certain state tax returns): (a) all tax returns (including information returns) required to be filed on or before the Closing Date by UL ATL have been timely filed, (b) all such tax returns are true, complete and correct in all respects, (c) all taxes due and owing by UL ATL (whether or not shown on any tax return) have been timely paid, (d) all deficiencies asserted, or assessments made, against UL ATL as a result of any examinations by any taxing authority have been fully paid, and (e) there are no pending or threatened actions by any taxing authority.Should any liabilities, in the form of taxes due, penalties, interest or otherwise, arise after the Closing Date with respect to any state tax returns filed or not duly filed by UL ATL before the Closing Date, with respect to periods prior to the Closing Date, Seller shall, subject to the limitations set forth in Article VI, indemnify Buyer for any such liabilities.

**Section 2.08 UL ATL Financial Statements**. Exhibit C sets forth copies of the following financial statements: the audited financial statements of UL ATL for the fiscal years ended December 31, 2017 and December 31, 2018 and the internally prepared financial statements for the fiscal year ending December 31, 2019 ( the "**Financial Statements**"). To the Knowledge of Seller and other than as set forth in Exhibit C, the Financial Statements do not contain any material misstatements.

**Section 2.09 Organization and Qualification.** UL ATL is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its assets and to carry on its business as currently conducted. Subject to Section 5.04, UL ATL is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to have a material adverse effect on UL ATL's results of operations, assets, business, prospects or condition (financial or otherwise) .

**Section 2.10 Title to Assets**. To the Knowledge of Seller, UL ATL has good and marketable title to all personal property owned by it that is material to its business, in each case free and clear of all Encumbrances, except for Encumbrances arising from the ordinary course of business (including Encumbrances related to security interests granted to third party lenders over accounts receivables or assets of UL ATL and purchase money security interests in equipment) or that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property.

**Section 2.11 Material Changes**. Since December 31,2019 and to the Knowledge of Seller (other than the PPP Loan): (i) there have been no events, occurrences or developments that have had or would reasonably be expected to have a material adverse effect with respect to UL ATL, provided, however, that none of the following shall constitute, or shall be considered in determining whether there has occurred, and no event, circumstance, change or effect resulting from or arising out of any of the following shall constitute, a material adverse effect: (A) changes in the national or world economy or financial markets or changes in general economic conditions that affect the industries in which UL ATL conduct its business, or (B) any change in applicable law, rule or regulation or IFRS or interpretation thereof, (ii) UL ATL has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables, accrued expenses and other liabilities incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Financial Statements of UL ATL, (iii) UL ATL has not declared or made any dividend or distribution of cash or other property to its members or purchased, redeemed or made any agreements to purchase or redeem any of its membership interests and (v) there has not been any change or amendment to, or any waiver of any material right under, any material contract under which UL ATL, or any of its assets are bound or subject.

**Section 2.12 Other Tax Matters**. To the Knowledge of the Seller:

(a) There is no material dispute or claim concerning any tax liability of UL ATL either (i) claimed or raised by any authority in writing or (ii) as to which Seller has actual knowledge based upon personal contact with any agent of such authority.

(b) UL ATL is not a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Internal Revenue Code § 280G (or any corresponding provision of state, local, or non-U.S. tax law) or (ii) any amount that will not be fully deductible as a result of Internal Revenue Code § 162(m) (or any corresponding provision of state, local, or non U.S. tax law). UL ATL is not a party to or bound by any tax allocation or sharing agreement.

(c) UL ATL, (i) has not been a member of an affiliated group filing a consolidated federal income tax return or (ii) does not have any liability for the taxes of any person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract or otherwise.

(d) UL ATL will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

i. change in method of accounting for a taxable period ending on or prior to the Closing Date other than the change required by the International Financial Reporting Standards that required UL ATL to accelerate its recognition of certain income in the 2018 taxable year, a portion of which will have to be recognized by UL ATL in its tax returns in 2020 and 2021;

ii. use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

iii. "closing agreement" as described in Internal Revenue Code § 7121 (or any corresponding or similar provision of state, local, or non-U.S. income tax law) executed on or prior to the Closing Date;

iv. intercompany transactions of any excess loss account described in Treasury Regulations under Internal Revenue Code § 1502 (or any corresponding or similar provision of state, local, or non-U.S. income tax law);

v. installment sale or open transaction disposition made on or prior to the Closing Date;

vi. prepaid amount received on or prior to the Closing Date; or

vii. election under Internal Revenue Code § 108(i).

(e) Within the past three years, UL ATL has not distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by the Internal Revenue Code §355 or §361.

(f) UL ATL is not or has been a party to any "listed transaction," as defined in Internal Revenue Code § 6707A(c)(2) and Treasury Regulation § 1.6011-4(b)(2).

**Section 2.13 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article II, neither Seller nor any agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller. All of the representations and warranties of Seller are true and correct as of the date of this Agreement.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF BUYER

**Section 3.01 Authority of Buyer; Enforceability.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 3.02 No Conflicts; Consents.** No approval or consent of any persons or entity other than the parties hereto is necessary to consummate the transactions contemplated hereby (or, if necessary, such approval or consent has been obtained by Buyer or waived by the person required to approve or consent).

**Section 3.03 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

**Section 3.04 Legal Proceedings.** There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

**Section 3.05 Investment Purpose**. Buyer is acquiring the UL ATL Membership Interests for its own account for investment purposes and without a view towards, or for resale in connection with, any distribution thereof. Buyer has sufficient knowledge and experience in transactions of this type and is

capable of evaluating the risks and merits of acquiring the UL ATL Membership Interests.

**Section 3.06 No Breaches.** As of the Effective Date, neither Buyer nor any of its affiliates have any knowledge that the Seller's representations and warranties contained in Article II are not true, complete and accurate. In connection with the foregoing, Buyer acknowledges and agrees that it has been provided adequate access to the UL ATL's personnel, properties, assets, premises and documents in connection with Buyer's investigation of UL ATL's business.

**Section 3.07 No Other Representations or Warranties.** Except for the representations and warranties made in this Article III, neither Buyer nor any agent of Buyer has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer. All of the representations and warranties of Buyer are true and correct as of the date of this Agreement.

## ARTICLE IV
## CLOSING DELIVERABLES

**Section 4.01 Seller's Deliverables.** At the Closing, Seller shall deliver to Buyer the following:

(a) an assignment of LLC membership interest, duly executed by Seller, in the form attached hereto as Exhibit D (the "**Assignment**");

(b) a non-compete and non-solicitation agreement, duly executed by Seller, in the form attached hereto as Exhibit E (the "**Non-Compete Agreement**");

(c) an amendment to the UL ATL Operating Agreement, duly executed by Seller, allowing UL ATL to allocate items of income, gain, deduction or loss using the "interim closing of the books method," in the form attached hereto as Exhibit F ("**Amendment to UL ATL Operating Agreement**"); and

(d) proof of satisfaction or waiver of all conditions under the UL ATL Operating Agreement pertaining to the transfer of the UL ATL Membership Interests from Seller to Buyer.

**Section 4.02 Buyer's Deliverables.** At the Closing, Buyer shall deliver or cause to be delivered the following to Seller:

(a) the Cash Purchase Price, by wire transfer of immediately available funds in accordance with the wiring instructions provided by Seller to the Buyer on or before the Closing Date;

(b) the Assignment, duly executed by Buyer;

(c) the Note, duly executed by Buyer;

(d) the Non-Compete Agreement, duly executed by the Buyer;

(e) a indemnity agreement, duly executed by Buyer and UL ATL, in the form attached hereto as Exhibit G (the **"Indemnity Agreement**");

(f) a certificate, dated as of the Closing Date and executed on behalf of the Buyer, certifying (i) the articles of association, articles of organization, or certificate of incorporation (as applicable) in effect as of the Closing, (ii) the bylaws, operating agreement, or other governing documents in effect as of the Closing, and (iii) the resolution of the board of directors or similar governing body (A) authorizing the execution, performance, and delivery of this Agreement and the transactions contemplated hereby and (B) the names and signatures of the officers of Buyer authorized to execute this Agreement and the other documents required to be delivered hereunder.

## ARTICLE V

## Covenants

**Section 5.01 Allocation of LLC Income and Loss.** Pursuant to the Amendment to UL ATL Operating Agreement, the parties shall insure that UL ATL allocates all items of income, gain, loss, deduction or credit attributable to the UL ATL Membership Interests for the taxable year of the Closing based on a closing of UL ATL's books as of the Closing Date. Following the Closing Date, the Buyer shall cause UL ATL to make tax distributions to Seller in accordance with Section 7.3(f) of the UL ATL Operating Agreement for any pre-Closing tax period.

**Section 5.02 Tax Advice.**

(a) Seller represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences of Seller's sale of the UL ATL Membership Interests to Buyer and the receipt of the Cash Purchase Price from Buyer. Seller further represents and warrants that it has not relied on Buyer or Buyer's advisors and representatives for such advice.

(b) Buyer represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Buyer of its purchase of the UL ATL Membership Interests and the payment of the Cash Purchase Price to Seller. Buyer further represents and warrants that it has not relied on Seller or Seller's advisors or representatives for such advice.

**Section 5.03 Seller's Post-Closing Healthcare Benefits**. During the period between the Closing and the earlier of (i) the death of Seller, or (ii) the date that is 24 months following the Closing Date, the Buyer shall, or shall cause one of its affiliates to, take all steps necessary to ensure that Seller receives health benefits under the Buyer's (or one of its affiliates) group health insurance plans at standard rates. Seller shall be responsible for all premium costs associated with such coverage. The parties will cooperate with each to enter into additional arrangements necessary to effectuate the purposes of this Section 5.03.

**Section 5.04 Post-Closing State Tax Return Filings**. For the 90-day period following the Closing Date, Seller shall be allowed to file all necessary state tax returns, make any other necessary filings and payments to bring UL ATL into compliance with the appropriate and necessary jurisdictions.

**Section 5.05 Special Payment to Ginger Seabrook**. Seller shall pay to Ginger Seabrook the Special Payment (as such term is defined in Section 3.1 of the Unique Logistics Internal Incentive Compensation Plan, effective January 1, 2015) on or before the date that is one year following the Closing Date. Promptly after such payment, Seller shall provide to Buyer reasonable evidence that such

payment was made to Ginger Seabrook. The parties agree that Seller shall be entitled to all tax benefits related to any payment contemplated under this Section 5.05.

**Section 5.06 PPP Loan**. Buyer expressly acknowledges and agrees that Seller makes no representation or warranties with respect to UL ATL's eligibility for or forgivability of the PPP Loan. Buyer agrees that Seller, in his sole discretion, shall handle the application process with respect to the forgiveness of the PPP Loan, including the filing of SBA Form 3508 (05/20), as the same may be amended from time to time and including all schedules, exhibits and attachments thereto, and all other matters associated with the PPP Loan. Buyer and its affiliates (including UL ATL following the Closing) agree to take any and all actions necessary or desirable, including those reasonably requested by Seller, to effectuate the forgiveness of the PPP Loan. Furthermore, Buyer and its affiliates agree not to take any action on or prior to July 31, 2020, that may impact the forgiveness eligibility of the PPP Loan, excluding the transfer of the UL ATL Membership Interests pursuant to this Agreement. Following the Closing, UL ATL (and not the Seller) shall be responsible for all fees and costs, including legal and accounting fees, related to the PPP Loan, including the forgiveness application process.

## ARTICLE VI

## INDEMNIFICATION

**Section 6.01 Indemnification.** Subject to the other terms and conditions of this **Article VI**, Buyer shall indemnify, protect and defend Seller, his affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners, heirs, executors, successors, and representatives and Seller shall indemnify, protect and defend Buyer, its affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives (the party entitled to indemnification being hereafter referred to as the "**Indemnified Party**" and the party required to indemnify the other being hereafter referred to as the "**Indemnifying Party**") against, and shall hold the Indemnified Party harmless from and against, and shall pay and reimburse for, any and all damages, losses, liabilities and expenses ("**Losses**") incurred or sustained by, or imposed upon, the Indemnified Party based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer or Seller, as applicable, contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer or Seller, as applicable, pursuant to this Agreement;

(c) with respect to Seller, any legal proceedings and tax assessments (including state tax assessments subject to Section 5.04 but excluding those matters set forth in Section 2.12(d)(i) which Buyer expressly acknowledges and agrees that prior to the Closing Date Buyer received a reduction to the Purchase Price as payment in full for any such liabilities and excluding any matter related to the PPP Loan) to which Buyer becomes subject to based upon the actions of Seller prior to the Closing;

(d) with respect to Buyer, any legal proceedings and tax assessment to which Seller becomes subject to based upon the actions of Buyer (or its affiliates) after the Closing; or

(e) any material liabilities of UL ATL not disclosed which were required to be disclosed by

International Financial Reporting Standards as issued by the International Accounting Standards Board but were not so disclosed in the Financial Statements.

**Section 6.02 Limitations.** Notwithstanding any provision hereof to the contrary:

(a) with respect to a claim for which Buyer is entitled to indemnification pursuant to Section 6.01(a) (other than with respect to those representations and warranties set forth in Section 2.01, Section 2.02, Section 2.03, Section 2.04, Section 2.05, Section 2.06 and Section 2.08 (each a "**Fundamental Representation**")), and Section 6.01(c), Seller shall: (i) have no liability with respect to such Losses, unless and until the aggregate amount of all Losses for which the applicable Indemnified Party are otherwise entitled exceeds $50,000 (the "**Basket**"), in which event Seller shall be liable back to the first dollar; and (ii) the aggregate amount of Losses for which Buyer shall be entitled to indemnification pursuant to Section 6.01(a) (other than with respect to a Fundamental Representation) and Section 6.01(c) shall not exceed $565,000 (the "**Cap**");

(b) except with respect to a claim based on fraud, the aggregate amount of Losses in respect of a breach or inaccuracy of a Fundamental Representation or a claim for indemnification pursuant to Section 6.01(e) for which Seller shall be liable shall not exceed the Purchase Price;

(c) subject to all other limitations contained herein, including the Cap and Basket, Seller shall only be responsible for forty percent (40%) of all indemnification payments required to be made with respect to the total Loss sustained by Buyer with respect to any breach or inaccuracy of Seller's representations and warranties set forth in Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11 and Section 2.12 or any Seller indemnity obligation pursuant to Section 6.01(c), and Section 6.01(e);

(d) Seller's indemnification obligations pursuant to Section 6.01(c) and Section 6.01(e) shall terminate twenty-four (24) months following the Closing Date;

(e) all Losses for which an Indemnified Party would otherwise be entitled to indemnification under this Article VI shall be reduced by the amount of insurance proceeds and indemnification payments and other third-party recoveries actually received in respect of any Losses incurred. The Indemnified Party shall use commercially reasonable efforts to recover under insurance policies or any indemnity, contribution or similar agreement for any Losses prior to seeking indemnification under this Agreement;

(f) each Indemnified Party shall take, and cause its affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to minimum extent necessary to remedy the breach that gives rise to such Loss;

(g) subject to Section 7.13, the Buyer acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims (other than claims arising from actual fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VI; or

(h) Buyer acknowledges and agrees that its sole and exclusive remedy with respect to any and all matters that relate to, concern or involve the PPP Loan shall reduce the principal amount of the

Note in accordance with the procedures and subject to the limitations set forth in the Note. Any such reduction against the Note shall not reduce the Cap.

**Section 6.03 Procedures**. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. The failure to give prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action. If the Indemnifying Party refuses in writing to assume control over the defense of any such Action for which it has an indemnification obligation pursuant to this Article VI, the Indemnified Party may assume control of the defense at the Indemnifying Party's cost and expense. Neither party shall settle any Action without the other party's prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 6.04 Payment**. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VI, the Indemnifying Party shall satisfy its obligations within 30 business days of such agreement or final, non-appealable adjudication (a "**Final Determination**") by wire transfer of immediately available funds. Subject to the foregoing and any other limitations contained in this Article VI, Buyer shall have the right to set-off the principal amount of the Note then outstanding. Additionally, Seller may, in its absolute and sole discretion, satisfy any indemnity payment obligation pursuant to this Article VI by a reduction to the principal amount of the Note then outstanding. A PPP Principapl Reduction or PPP Principal Increase (as such terms are defined in the Note), if applicable, shall take effect automatically and shall not require a Final Determination.

## ARTICLE VII

## MISCELLANEOUS

**Section 7.01 Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Without limiting the generality of the foregoing, Buyer and Seller shall pay their own fees and expenses and those of its respective agents, advisors, attorneys and accountants with respect to carrying out due diligence, negotiating this Agreement and related documents, and the Closing.

**Section 7.02 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**Section 7.03 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of receipt) if sent during normal business hours of the recipient, and on the next business

day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.03):

| | |
|---|---|
| If to Seller: | Robert C. Shaver<br>620 Hasty Trail<br>Canton, GA 30155<br>Email:bshaver1959@gmail.com |
| If to Buyer: | Unique Logistics Holdings, Inc.<br>154-09 146th Avenue, 3-B<br>Jamaica, NY 11434<br>Attention: Sunandan Ray, CEO<br>Email: sunandan.ray.nyc@unique-logistics.com |

**Section 7.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 7.05 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 7.06 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the Exhibits, the terms and provisions in the body of this Agreement shall control.

**Section 7.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding anything to the contrary herein, Seller shall have the right to assign this Agreement and all or any of its rights or obligations under this Agreement to an affiliate for tax purposes, and the Buyer hereby consents to such assignment.

**Section 7.08 No Third-Party Beneficiaries.** Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any governmental authority) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 7.09 Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**Section 7.10 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 7.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

**Section 7.12 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

**Section 7.13 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

**Section 7.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 7.15 Survival**. The Buyer and Seller agree and covenant that all of the representations and warranties in this Agreement shall survive the Closing for a period of two years.

[*signature page follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

**SELLER**

Robert C. Shaver

**BUYER**

Unique Logistics Holdings, Inc.

By _____
Name:
Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

**SELLER**

_____
Robert C. Shaver

**BUYER**

UNIQUE LOGISTICS HOLDINGS, INC.

By _____
Name: Sunandan Ray
Title: Chief Executive Officer

**EXHIBIT A**

**Promissory Note**

[*Attached*]

THIS PROMISSORY NOTE IS SUBJECT TO THAT CERTAIN SUBORDINATION AGREEMENT WITH COREFUND CAPITAL, LLC AND HOLDER OF EVEN DATE.

$1,825,000.00 Dated as of May 29, 2020

**PROMISSORY NOTE**

For value received, and on the terms and subject to the conditions set forth herein, **UNIQUE LOGISTICS HOLDINGS, INC.**, a corporation incorporated under the laws of the State of Delaware (the "**Company**"), hereby promises to pay **ROBERT C. SHAVER**, an individual (the "**Holder**"), the aggregate principal amount of One Million Eight Hundred Twenty-Five Thousand and No/100 United States Dollars (US$1,825,000.00) and accrued interest, if any, on the dates and in the amounts provided for in this Promissory Note.

This Promissory Note is being delivered in accordance with Section 1.02 of that certain Securities Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), among the Company and the Holder.

**Section 1**. *Certain Terms Defined.* The following terms for all purposes of this Promissory Note shall have the respective meanings specified below. Terms not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

"Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in New York are authorized by law to close.

"Change of Control" means the occurrence of one or more of the following events exclusive of the events contemplated by the Purchase Agreement: (i) the acquisition of the Company (directly or indirectly) by another Person by means of any transaction or series transactions (including, without limitation, any merger, consolidation or other form of reorganization), (ii) any change in the ownership of the Company of more than fifty percent (50%), exclusive of a going public transaction by the Company; or (iii) the sale, transfer, conveyance or other disposition in one or a series of related transactions, of all or substantially all of the assets of the Company to any Person.

"Company" shall have the meaning ascribed to it in the preamble.

"Event of Default" shall have the meaning ascribed to it in Section 7.

"Holder" shall have the meaning ascribed to it in the preamble.

"Maturity Date" shall mean the earlier of May 29, 2023 or the date on which all payments under this Promissory Note shall become due and payable pursuant to Section 7.

"Obligations" means, now existing or in the future, any debt, liability or obligation of any nature whatsoever (including any required performance of any covenants or agreements), whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, voluntary or involuntary, direct or indirect, absolute, fixed, contingent, ascertained, unascertained, known,

unknown, whether or not jointly owed with others, whether or not from time to time decreased or extinguished and later decreased, created or incurred, or obligations existing or incurred under this this Promissory Note, or any other Transaction Documents, or any other agreement between any of the Company and the Holder, and of the Company and any of its creditors or lenders, as such obligations may be amended, supplemented, converted, extended or modified from time to time.

"Person" shall mean any individual, partnership, limited liability company, limited liability partnership, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity.

"Promissory Note" shall mean this promissory note, as amended, restated or supplemented from time to time.

"Transaction Documents" shall mean this Promissory Note, the Purchase Agreement, the Non-Compete, Non-Solicitation and Non-Disclosure Agreement, the Indemnification Agreement and such other agreements, documents, instruments, certificates, financial statements, rules, resolutions, opinions of counsel, notes and other items which the Holder shall require in connection with this Promissory Note.

**Section 2**. *Promissory Note Consideration*. This Promissory Note is being delivered pursuant to Section 1.02 of the Purchase Agreement as a portion of the Purchase Price for the UL ATL Membership Interest.

**Section 3**. *Interest and Principal Payments*.

The principal amount of this Promissory Note shall bear no interest, except Default Interest as set forth in Section 7 hereof.

Except as otherwise provided below, the principal amount of this Promissory Note shall be due and payable in six equal payments of Three Hundred Four Thousand One Hundred Sixty-Six and 67/100 United States Dollars ($304,166.67), the first payment of which is due on November 29, 2020, with each succeeding payment to be made on the 29th of May and the 29th of November until the Maturity Date. Any payments made pursuant to this Section 3, shall be deemed to include imputed interest, to the extent required by the Internal Revenue Code of 1986, as amended. As provided in the Purchase Agreement, the Company shall, under circumstances specified therein, have the right to set-off amounts against the payments required hereunder.

Any Default Interest shall be due and payable with any principal payment due hereunder.

On April 17, 2020 Unique Logistics International (ATL) LLC ("UL ATL") was granted a loan, SBA Loan #2068597100, (the "PPP Loan") from Quantum National Bank in the amount of $479,400 (the "Loan Amount"), pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act, which was enacted March 27, 2020. Under the terms of the PPP, certain amounts of the PPP Loan may be forgiven if they are used for qualifying

expenses as described in the CARES Act. In the event that less than 40% of the Loan Amount ($191,760) has been forgiven on or before November 29, 2020, Holder shall deduct $100,000 (the "**PPP Principal Reduction**") from the principal amount due under this Promissory Note, without any action required on the part of the Company, which will be reflected by a $100,000 deduction to the payment of principal due hereunder on November 29, 2020, thereby reducing such amount, and only such amount, to Two Hundred Four Thousand One Hundred Sixty-Six and 67/100 United States Dollars ($204,166.67). In the event that subsequent to November 29, 2020 but on or prior to December 31, 2021, more than $191,760 or more (in the aggregate) of the Loan Amount has been forgiven, the Company shall add $100,000 (the "**PPP Principal Increase**") to the principal amount due under this Promissory Note, without any action required on the part of the Holder, which will be reflected by a $100,000 increase to the next payment of principal then due hereunder on May 29, 2021, November 29, 2021, or May 29, 2022, as applicable, thereby increasing such amount, and only such amount, to Four Hundred Four Thousand One Hundred Sixty-Six and 67/100 United States Dollars ($404,166.67). Notwithstanding the foregoing, if any act or omission of the Company, UL ATL or its affiliates, on or prior to July 31, 2020, excluding the transfer of the UL ATL Membership Interests (as such term is defined in the Purchase Agreement) pursuant to Purchase Agreement, materially and adversely affects the forgiveness of the PPP Loan, the PPP Principal Reduction shall not occur as a result of any portion of the PPP Loan not being forgiven and the Company shall owe the full amount of the principal of Promissory Note pursuant hereto.

**Section 4**. *Optional Prepayments*

The Company may prepay the principal amount in whole or in part at any time without penalty or premium.

**Section 5**. *General Provisions As To Payments.*

All payments hereunder shall be made on the date when due not later than 12:00 Noon Eastern Time by wire transfer of immediately available funds to the Holder's account at a bank in the United States specified by the Holder in writing to the Company without reduction by reason of any set-off or counterclaim (or if any such day is not a Business Day, then on the next succeeding Business Day).

**Section 6** *Representations and Warranties of the Company.*

The Company represents and warrants to the Holder that:

**(a)** this Promissory Note constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies;

**(b)** the Company (i) is a corporation duly organized, legally existing and in good standing under the laws of its state of organization, (ii) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (x) own or lease its assets and carry on its business and (y) execute, deliver and perform its obligations under the Transaction Documents, and (iii) is duly qualified as a foreign corporation and is licensed and in good standing in all jurisdictions in which the nature of its business or location of its properties require such qualification or license;

**(c)** the Company's execution, delivery and performance of this Promissory Note and all other Transaction Documents to which it is a party (i) has been duly authorized by all necessary corporate action of the Company, (ii) does not violate any provisions of the Company Certificate of Incorporation or by-laws or any, law, regulation, order, injunction, judgment, decree or writ to which the Company is subject, and (iii) does not violate any material contract or material agreement or require the consent or approval of any other Person which has not already been obtained;

**(d)** the execution, delivery and performance by the Company of this Promissory Note does not and will not result in the breach of any agreement, law or statute, or any judgment, degree or order entered into in a proceeding to which the Company is or was a party; and

**(e)** to the best knowledge of the Company, no other information provided by or on behalf of the Company to the Holder, either as a disclosure schedule to this Promissory Note, or otherwise in connection with Holder's due diligence investigation of the Company contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstance under which they are or were made, not misleading.

**Section 7**. *Events Of Default.*

Each of the following events shall constitute an "**Event of Default**":

**(a)** any outstanding principal of this Promissory Note or Default Interest thereon shall not be paid when due as provided in this Promissory Note; provided, however, that an Event of Default shall not occur under this Section 7(a) if the Company makes such principal payment with any Default Interest thereof within 15 days after such payment due date ("Grace Period") and further provided, however, that the Company is entitled to only one Grace Period payment per any 12-month period following the issuance date of this Note;

**(b)** Company defaults in the due and punctual observance of, or performance of any material representation, covenant, condition or agreement contained in this Promissory Note (other than a payment covenant, condition or agreement which may become due under this Promissory Note), which is not cured within 15 days following the Company's receipt from Holder of a written notice of such default;

**(c)** a court shall enter a decree or order for relief in respect of Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or

hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Company or for any substantial part of the property of Company or ordering the winding up or liquidation of the affairs of Company;

**(d)** Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Company or for any substantial part of the property of Company, or Company shall make any general assignment for the benefit of creditors; or

**(e)** any Change of Control shall occur.

If an Event of Default described above shall occur, the unpaid principal of this Promissory Note shall, at the option of Holder, become immediately due and payable. Immediately upon the occurrence of any Event of Default described above, or upon failure to pay any portion of the principal amount of this Promissory Note when due or on the Maturity Date, the Holder, without any notice to the Company, which notice is expressly waived by the Company, may proceed to protect, enforce, exercise and pursue any and all rights and remedies available to the Holder under this Promissory Note and any other agreement or instrument, and any and all rights and remedies available to the Holder at law or in equity.

If any amount payable under this Promissory Note is not paid when due, whether at the stated maturity, by acceleration, or otherwise, the outstanding principal of this Promissory Note shall automatically bear interest (the "Default Interest") at the rate of twelve percent (12%) per annum (the "Default Interest Rate") from the date payment was due until such delinquent payment is paid in full. If such Default Interest Rate may not be collected from Holder under applicable usury laws, then interest shall be payable at the maximum rate of interest which may be collected from the Company under applicable law per annum. For purposes of the foregoing, the accrual of Default Interest shall commence upon the failure of the Company to make a timely principal or Default Interest payment when due irrespective of any Grace Period which may be utilized in determining whether such failure to pay constitutes an Event of Default. Except as otherwise provided in this Agreement, this provision shall not imply that the Company may cure any default or Event of Default other than expressly permitted by Holder in writing nor shall this provision imply that the Company has a right to delay or extend the dates upon which payments are due under this Promissory Note.

**Section 8**. *Further Assurances*.

The Company hereby agrees that, from time to time upon the written request of the Holder, each will execute and deliver such further documents and do such other acts and things as the Holder may reasonably request in order fully to effect the purposes of this Promissory Note.

**Section 9**. *Powers And Remedies Cumulative; Delay Or Omission Not Waiver Of Event Of Default.*

No right or remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any Event of Default or an acquiescence therein; and every power and remedy given by this Promissory Note or by law may be exercised from time to time, and as often as shall be deemed expedient, by the Holder.

**Section 10**. *Transfers.*

The Company may transfer or assign this Promissory Note to any Person; provided, however that the Company obtains the prior written consent of the Holder.

**Section 11**. *Modification.*

This Promissory Note may be modified only with the written consent of the Company and the Holder.

**Section 12**. *Expenses*.

The Company agrees to pay and reimburse the Holder upon demand for all costs and expenses (including, without limitation, attorneys' fees and expenses) that the Holder may reasonably incur in connection with (i) the exercise or enforcement of any rights or remedies (including, but not limited to, collection) granted hereunder or otherwise available to it (whether at law, in equity or otherwise), or (ii) the failure by Company to perform or observe any of the provisions hereof.

The provisions of this Section shall survive the execution and delivery of this Promissory Note, the repayment of any or all of the principal or interest owed pursuant hereto, and the termination of this Promissory Note.

**Section 14**. *Notices*.

Any notice, request or other communication to be given or made under this Promissory Note to the parties shall be in writing. Such notice, request or other communication shall be deemed to have been duly given or made when it shall be delivered by hand, international courier (confirmed in writing), or email (with confirmation of receipt) to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by notice to the party giving or making such notice, request or other communication, it being understood that the failure to deliver a copy of any notice, request or other communication to a party to whom copies are to be sent shall not

affect the validity of any such notice, request or other communication or constitute a breach of this Promissory Note.

| | |
|---|---|
| If to Company: | Unique Logistics Holdings, Inc.<br>154-09 146th Avenue<br>3-B<br>Jamaica, New York 11434<br>Attention: Sunandan Ray, CEO<br>Email:sunandan.ray.nyc@unique-logistics.com<br>Telephone: |
| With a copy to (which shall not constitute notice): | Lucosky Brookman LLP<br>101 Wood Avenue South<br>Woodbridge, New Jersey 08830<br><br>Attention: Lawrence Metelitsa<br>Email:lmetelitsa@lucbro.com<br>Telephone: (732) 395-4405 |
| If to the Holder: | Robert C. Shaver<br>620 Hasty Trail<br>Canton, Georgia 30115<br>Email:bshaver1959@gmail.com<br>Telephone: (678) 478-6608 |
| With a copy to (which shall not constitute notice): | James-Bates-Brannan-Groover, LLP<br>3399 Peachtree RD NE, Suite 1700<br>Atlanta, GA 30326<br><br>Attention: T. Daniel Brannan<br>Email:dbrannan@jamesbatesllp.com<br>Telephone: |

**Section 15**. *Governing Law*.

This Promissory Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Promissory Note shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in New York County in the State of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an

inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending by certified mail or overnight courier a copy thereof to such party at the address indicated in the preamble hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS PROMISSORY NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

**Section 16**. *Miscellaneous*.

The parties hereto hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of or any default under this Promissory Note, except as specifically provided herein, and assent to extensions of the time of payment, or forbearance or other indulgence without notice. The Section headings herein are for convenience only and shall not affect the construction hereof. Any provision of this Promissory Note which is illegal, invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or impairing the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Promissory Note shall bind the Company and its permitted successors and assigns. The rights under and benefits of this Promissory Note shall inure to the Holder and its successors and assigns.

Notwithstanding any provision in this Promissory Note or the other Transaction Documents, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by the usury laws of the jurisdiction governing this Promissory Note or any other applicable law. In the event the total liability of payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the usury laws of the jurisdiction governing this Promissory Note, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the outstanding principal balance of this Promissory Note immediately upon receipt of such sums by the Holder, with the same force and effect as though the Company had specifically designated such excess sums to be so applied to the reduction of such outstanding principal balance and the Holder had agreed to accept such sums as a penalty-free payment of principal; provided, however, that the Holder may, at any time and from time to time, elect, by notice in writing to the Company, to waive, reduce, or limit the collection of any

sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of the outstanding principal balance. It is the intention of the parties that the Company does not intend or expect to pay nor does the Holder intend or expect to charge or collect any interest under this Promissory Note greater than the highest non-usurious rate of interest which may be charged under applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has executed this Promissory Note as of the date set forth above.

**COMPANY**:

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: 
Name: SUNANDAN RAY
Title: CEO

**Acknowledged and Agreed:**

**HOLDER:**

_____

**ROBERT C. SHAVER**

IN WITNESS WHEREOF, the Company has executed this Promissory Note as of the date set forth above.

**COMPANY**:

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: _____
Name:
Title:

**Acknowledged and Agreed:**

**HOLDER:**

**ROBERT C. SHAVER**

**EXHIBIT B**

**Operating Agreement**

[*Attached*]

EXECUTION VERSION

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**AMENDED AND RESTATED**

**OPERATING AGREEMENT**

**OF**

# UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC

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**A GEORGIA LIMITED LIABILITY COMPANY**

**July 11, 2018**

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*Any securities created by this Amended and Restated Operating Agreement, if any, have not been registered under the Georgia Uniform Securities Act of 2008, as amended, in reliance upon the exemptions from registration set forth in such Act, or under any other applicable state securities acts, in reliance upon the exemption(s) from registration available under said applicable act(s). In addition, any securities created by this Amended and Restated Operating Agreement, if any, have not been registered with the United States Securities and Exchange Commission in reliance upon an exemption or exemptions from such registration set forth in the Securities Act of 1933 provided by Section 4(a)(2) thereof (and regulations promulgated thereunder) nor have they been registered with the Securities Commission of any states in reliance upon certain exemptions from registration. The interests created hereby have been acquired for investment purposes only and may not be offered for sale, pledged, hypothecated, sold or transferred except in compliance with the terms and conditions of this Amended and Restated Operating Agreement and in a transaction which is either exempt from registration under such Acts and other applicable state securities acts or pursuant to an effective registration statement under such Acts and other applicable state securities acts.*

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

**AMENDED AND RESTATED OPERATING AGREEMENT**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**"), is made and entered into as of the 11th day of July, 2018, by and between **ROBERT C. SHAVER**, a Georgia resident (hereinafter sometimes individually referred to as "**Shaver**"), and **UNIQUE LOGISTICS HOLDINGS LIMITED**, a Hong Kong corporation (hereinafter sometimes individually referred to as "**UL/HK**") (said parties are sometimes hereinafter individually referred to as a "**Member**" and sometimes collectively referred to as the "**Members**").

**WITNESSETH:**

**WHEREAS**, immediately prior to the date hereof, Unique Logistics International (ATL) LLC, a Georgia limited liability company (the "**Company**"), was governed by that certain Operating Agreement, dated October 1, 2008 (the "**Original Operating Agreement**");

**WHEREAS**, the Members desire to restate fully their understandings and agreements concerning the Company by amending and restating the Original Operating Agreement; and

**WHEREAS**, this Agreement supersedes and replaces in its entirety the Original Operating Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt, adequacy and sufficiency of which the parties conclusively acknowledge, the parties do hereby agree as follows:

**ARTICLE I**

**FORMATION**

**1.1 Formation**

The Company has been formed and exists for the limited purposes and scope set forth hereinafter. This Agreement shall be construed in accordance with and governed by the laws of Georgia, and particularly by

the Georgia Limited Liability Company Act, set forth in Chapter 11, Title 14, of the Official Code of Georgia Annotated §14-11-100 et. seq., and as it may be amended from time to time (the "**Act**"). The Members hereby adopt, ratify and approve the Articles (as herein defined).

### 1.2 Name

. The name of the Company is and shall be **UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**. The business of the Company may be conducted under other names chosen by the Managers.

### 1.3 Principal Place of Business

. The principal place of business of the Company is and shall be at 2727 Paces Ferry Road SE, Building 1, Suite 100, Atlanta, Georgia 30339, or at such other place as the Managers may hereafter determine. The Managers may establish additional places of business of the Company when and where required or made desirable by the Company's business, written notice of which shall be given to the Members as soon as practicable after establishing the same.

### 1.4 Registered Office and Registered Agent

. On the date hereof, the Company's registered office is 2727 Paces Ferry Road SE, Building 1, Suite 100, Atlanta, Georgia 30339, and its registered agent at such address is Shaver. The registered office and registered agent may be changed from time to time by filing the address of the new registered, office and/or the name of the new registered agent with the Georgia Secretary of State pursuant to the Act.

### 1.5 Business of Company

. The Company shall engage in the business of freight forwarding and logistics management and in such other activities related to or incidental to the foregoing as may be necessary, advisable, or convenient to the promotion or conduct of the business of the Company; including without limitation, to transact customs business as a broker, and to engage in any other lawful business or activity approved in writing by the Board of Managers, or, where required under the terms of this Agreement, by the Members, and to engage in such other activities related or incidental to the foregoing as may be reasonable, necessary, advisable, or convenient to the promotion or conduct of the business of the Company.

### 1.6 Duration of the Company

. The Company shall exist until dissolved and liquidated in accordance with Article IX of this Agreement or the Act.

### 1.7 Title to Property

. All property owned by the Company shall be owned by the Company as an entity and no Interest Holder shall have any ownership interest in such property in his or its individual name or right, and each Interest Holder's Interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Interest Holder.

## ARTICLE II

## DEFINITIONS

**2.1 Definitions**

. In addition to the terms defined above in the recitals, for the purposes hereof, certain terms are defined in the Appendix to this Agreement, which is hereby incorporated by this reference. All other capitalized words and phrases in this Agreement shall have the following meanings:

(a) "Affiliate" means, with respect to any Person, any Person that controls, is controlled by, or is under common control of, such Person

. For purposes hereof, "control" shall mean the right to direct the actions of a Person, whether through the ownership of equity interests or through representation on the governing body of such Person.

(b) "Agreement" means this Amended and Restated Operating Agreement, as it may be amended from time to time.

(c) "Articles" shall mean the Articles of Organization of the Company, as filed with the Secretary of State of the State of Georgia on September 30, 2008, as the same may be amended from time to time.

(d) "BBA Partnership Audit Rules" mean Sections 6221 through 6241 of the Code, as amended by the Bipartisan Budget Act of 2015, including any other Code provisions with respect to the same subject matter as Sections 6221 through 6241 of the Code, and any regulations promulgated or proposed under any such Sections and any administrative guidance with respect thereto.

(e) "Board of Managers" or "Board" shall mean, collectively, the Managers appointed pursuant to Section 3.2 below.

(f) "Change of Control" means, with respect to a Person, the occurrence of any of the following: (i) the sale of all or substantially all of the assets of such Person to an unaffiliated third party; (ii) a sale resulting in more than 50% of the aggregate outstanding voting power of the capital stock (or equity interests) of such Person being held by an unaffiliated third party; (iii) a merger, consolidation, recapitalization or reorganization of such Person with or into an unaffiliated third party, if and only if such event listed in clause (iii) above results in the inability of the members, partners or shareholders prior to such event to designate or elect a majority of the managers (or the board of directors (or its equivalent)) of the resulting entity or its parent company; or (iv) any other transaction that constitutes a "change of control" under U.S. securities laws or the Code.

(g) "Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

(h) "Consumer Price Index" means the "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor.

(i) "Distributable Cash" means, with respect to any Fiscal Year, all cash receipts of the Company during such period (including proceeds of sales, financings, re-financings and other events of a capital nature) plus any cash that becomes available from reserves, less (i) operating expenses or other expenditures made during such period, (ii) professional fees and expenses incurred by the Company in connection with the conduct of its business, (iii) interest and principal paid on any indebtedness, and (iv) any amount that the Managers may reasonably determine to be necessary or advisable to reserve for the conduct of the business of the Company, including without limitation amounts required

for payment of expenses and obligations (including obligations to Members) that have accrued or shall accrue in the reasonable future, capital expenses required or projected to be required in the reasonable future, and a reasonable reserve for contingencies.

(j) "Effective Date" means July 11, 2018.

(k) "General Interest Rate" means a rate per annum equal to the lesser of (i) the per annum rate equal to the "Prime Rate" as reported in the "Money Rates" Section of The Wall Street Journal (provided, that if such Prime Rate is there reported as a range of rates, for purposes of the indebtedness the Prime Rate shall be the highest of such range of rates; the initial interest rate shall be based on the Prime Rate in effect on the date of creation of the obligation to which such rate applies; thereafter, the interest rate of the indebtedness shall be adjusted at the beginning of each calendar quarter until such debt obligation is paid in full), and (ii) the maximum rate permitted by applicable law.

(l) "Good Reason" means the occurrence of any of the following: (i) a reduction in Shaver's base salary, bonus opportunity or guaranteed payments; (ii) a relocation of the Company's principal office by more than 15 miles, which is not proposed nor agreed by Shaver; (iii) any breach by the Company of any provision of this Agreement or any provision of any other agreement between Shaver and the Company; (iv) an adverse change or reduction, as applicable, in Shaver's title, authority, duties, or responsibilities; (v) an adverse change in the reporting structure applicable to Shaver; or (vi) the Company or UL/HK executes an agreement relating to, or consummates, a Change of Control.

(m) "Interest" means a Person's share of the Profits and Losses of the Company, and the right to receive distributions from the Company in accordance with the terms of this Agreement.

(n) "Interest Holder" means any entity or individual owning an Interest, regardless of whether such individual or entity has been admitted into the Company as a Member.

(o) "Liquidating Managers" means the Managers at such time as the Company is liquidating, or, if there are no Managers at such time, the Members, acting by Majority Vote.

(p) "Liquidation" means for the purpose hereof, as to the liquidation of the Company and of an Interest Holder's Interest in the Company, the same as the meanings for such terms that they have for purposes of the Regulations; "termination" of the Company shall be synonymous with its liquidation; and whenever any contribution or distribution hereunder is to be made on, at, or in connection with any such liquidation or termination, the same shall be required by the end of the taxable year of the Company during which such liquidation or termination occurs or, if later, the ninetieth (90th) day following such liquidation.

(q) "Major Decision" means any of the matters listed in Section 3.5 which shall require the approval of Members who own at least seventy-five percent (75%) of the Membership Interests then issued and outstanding.

(r) "Manager(s)" means such one or more persons appointed by the Members to manage the business and affairs of the Company in accordance with the provisions of this Agreement, and any persons that may be appointed by the Members to succeed duly-appointed Manager(s) in that capacity

. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(s) "Majority Vote" means a vote or written consent by Persons who hold then issued and outstanding Membership Interests that exceed seventy-five percent (75%) of all the then issued and outstanding Membership Interests in the Company.

(t) "Member(s)" means each party who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members

. If a person is a Member immediately prior to the purchase or other acquisition by such person of a Member's Interest, such person shall have all the rights as a Member with respect to such purchased or otherwise acquired Interest.

(u) "Membership Interest" means all the rights of a Member in the Company, including (i) a Member's Interest; (ii) right to inspect the Company's books and records, and (iii) the right to participate in the management of the Company and to vote on matters coming before the Company.

(v) "Partnership Representative" has the meaning set forth in Section 10.4(b) of this Agreement.

(w) "Permitted Transferee" means: (i) with respect to a Member other than an individual, any Affiliate of such Member; and (ii) with respect to a Member who is an individual: (A) any lineal descendant of such Member; (B) any organization exempt from federal income tax pursuant to Section 501(c)(3) of the Code; (C) any inter-vivos trust for the exclusive benefit of one or more of the Member, his spouse, and/or one or more individuals or organizations described in clauses (A) and (B) hereof; and (D) any corporation, partnership, limited liability company, foreign or domestic, or other entity that is, and only for so long as it remains, wholly owned by one or more of the Member, his spouse, and/or one or more individuals, organizations, or trusts described in clauses (A) through (C), inclusive, hereof.

(x) "Person" means an individual or a corporation, a limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.

(y) "Tax Matters Member" means the Member appointed as the "tax matters partner" for purposes of the Code pursuant to Section 10.4(a) of this Agreement.

(z) "Transfer" means, as a verb, to sell, assign, give, exchange, lease, encumber, pledge, hypothecate, mortgage, or otherwise grant any interest in property to another Person, including without limitation by operation of law, and as a noun means the granting of any interest in property through any of the aforementioned methods.

## ARTICLE III

## MANAGEMENT OF THE COMPANY

### 3.1 Management

. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the business and affairs of the Company shall be managed exclusively under the direction and control of the Board of Managers, which shall have full and complete

power and authority to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Subject to the terms, conditions and limitations set forth in this Agreement, including, without limitation, Section 3.5, the Board of Managers shall act by the affirmative vote of a majority of the Managers.

Subject to the terms, conditions and limitations set forth in this Agreement, including, without limitation, Section 3.5 and Section 3.35, the Board of Managers hereby delegates the day-to-day operations of the Company's business to the officers of the Company. For the avoidance of doubt, no individual Manager, in his capacity as a Manager, shall have the power or authority to act on behalf of the Company or the Board of Managers unless so authorized and empowered by the entire Board of Managers pursuant to the terms and subject to the conditions in this Agreement.

### 3.2 Number of Managers, Tenure and Rights to Nominate

. The Company shall initially have up to five (5) Managers. The Members hereby appoint Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers of the Company. Each of the Members agrees to vote its or his Membership Interest to elect and re-elect Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers at each annual meeting of the Members as long as each is able and willing to serve, subject to Paragraphs 3.2(a), (b) and (c) below.

(a) Nominees of UL/HK

. So long as UL/HK or its successors own at least sixty percent (60%) of the Membership Interest in the Company, UL/HK or its successor shall be entitled to designate three (3) Managers.

(b) Nominees of Shaver

. So long as Shaver or his successors own at least forty percent (40%) of the Membership Interest in the Company, Shaver or his successors shall be entitled to designate two (2) Managers, one of which may be Shaver himself.

(c) Elections of Managers; Qualifications; Voting

. Each of the Members agrees to vote its or his Membership Interest to elect and re-elect Shaver, **[Shaver Appointee]**, Richard Lee Chi Tak, Thomas Wong Ho, and Patrick Lee Man Bun as the Managers at each annual meeting of the Members, or such substitute nominees of the respective Members in accordance with Paragraphs (a), (b) and (c) of this Section 3.2 as long as such individual is able and willing to serve and so designated by the Members of the Company. At all such times that Managers shall be chosen for the Company, including, without limitation, filling vacancies resulting from the removal or resignation of Managers, each of the Members shall vote for the election of Managers, and take such other actions at all times, as may be necessary in order to satisfy and effectuate the provisions and requirements of this Article and of this Agreement generally. As soon as this Agreement has been fully executed by the initial parties hereto, a Members' meeting shall be held, if necessary, to conform the Board of Managers to the requirements of this Section 3.2. Thereafter, the nomination and election of Managers shall take place at the annual meeting of Members of the Company, or at any special meeting properly called for such purpose. Subject to the terms of this Section 3.2, Managers shall be elected by the Majority Vote of the Members. Subject to all of the foregoing, each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers need not be residents of the State of Georgia or Members of the Company.

(d) Board of Managers

. The Board of Managers of the Company shall consist of the Managers of the Company so elected.

(e) Meetings of the Board of Managers

. The entire Board of Managers of the Company shall meet at least quarterly. Unless otherwise unanimously agreed by the Managers, all meetings of the Board of Managers shall be at the Company's principal office, or by telephone in accordance with the Act. If a meeting is required at the Company's office, then the Company shall pay reasonable travel costs for any Manager traveling from outside of the State of Georgia. Any two (2) Managers or holders of at least fifteen percent (15%) of the issued and outstanding Membership Interests may call a meeting of the Board of Managers.

**3.3 Intentionally Omitted.**

**3.4 Intentionally Omitted.**

**3.4**

**3.5 Major Decisions**

. The Company shall not be bound by any Major Decision, and the Company and its Managers and officers shall not approve or take any step to accomplish any matter constituting a Major Decision, except pursuant to and after the approval of such Major Decision by the affirmative vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests in the Company. The "Major Decisions" are the following actions:

(a) Real Estate

. Buying, selling or encumbering any land, building, or other real estate owned by the Company.

(b) Other Assets

. Selling, encumbering, or pledging all or part of the assets of the Company other than in the ordinary course of business; provided, that in no event may the Company incur secured indebtedness without the approval thereof by the entire Board of Managers.

(c) Equity Transactions

. Buying or selling of shares or other ownership interests in other companies or businesses, including, without limitation, establishing any subsidiary of the Company.

(d) Capital Changes

. Increasing or decreasing of authorized or issued capital, including, without limitation, issuing new Membership Interest or any other equity interests in the Company.

(e) Premises

. Establishing, closing or discontinuing any branch offices or business premises, including, without limitation, leasing any such premises.

(f) Officers

. Appointing officers, except to the extent expressly provided elsewhere in this Agreement.

(g) Capital Expenditures

. Making capital expenditures in excess of those (in the aggregate or by line item) contained in the Company's Approved Budget, subject to Section 3.35.

(h) Agreements

. Entering into, terminating or amending oral or written agreements which are material in amount or duration or which involve an element of personal confidence, including, but not limited to, any oral or written employment agreement.

(i) Mergers and Other Transactions

. Merging or consolidating or entering into an exchange with any Person, or acquiring all or any substantial portion of the assets of, or equity in, any Person, or liquidating or dissolving the Company.

(j) Distribution Income Policy

. Distributing Distributable Cash to the Members, except for distributions declared in accordance with the Company's current distribution policy as set forth in Section 7.3 below. The Company shall make distributions pursuant to such policy until and unless such policy is changed by vote or agreement by Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(k) Interest Repurchases. Redeeming, retiring, purchasing or otherwise acquiring, directly or indirectly, any Membership Interest or other Interest in the Company, except as expressly required or approved elsewhere herein.

(l) Loans and Travel Expenses

. Making any loans or other advances of money (other than compensation, travel advances and other similar advances in the ordinary course of business) to officers, Managers or Members of the Company.

(m) Compensation and Expenses

. Paying "guaranteed payments," bonuses, or other compensation to any person who is a Manager or Member of the Company, except that (i) Shaver shall initially receive as fixed base annual compensation the sum of Two Hundred Seventy-Five Thousand Dollars ($275,000.00) and (ii) the Board of Managers shall declare an annual bonus to Shaver in his capacity as an officer who is actively engaged in management.

(i) Specifically, Shaver shall receive, as a bonus which shall be classified as "guaranteed payments", with respect to each Fiscal Year, the total amount of fifteen percent (15%) of the Company's Profits during the preceding Fiscal Year, provided that, solely for the purposes of this Paragraph 3.5(m), the determination of the "Profits" of the Company shall be

determined without reduction for any amounts paid to Shaver as a bonus pursuant to this Paragraph 3.5(m) with respect to that Fiscal Year or any prior Fiscal Years.

(ii) The Company shall pay on behalf of, or reimburse Shaver for, all expenses, costs, fees and insurance premiums incurred in connection with the ownership and use of a motor vehicle by Shaver, as long as Shaver is an officer of the Company.

(iii) Any other increase in base annual compensation to Shaver shall require the approval of the Board of Managers. Any change in such bonus policy for Shaver must be approved by the vote or agreement of the Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(iv) The remaining Profits of the Company shall be distributed to the Members in proportion to the amounts of their respective Interests that they each own in the Company, subject to the directions and limitations set forth in Section 7.3 below.

(n) Employee Bonuses

. The Company shall pay with respect to each Fiscal Year a bonus of eight percent (8%) of the Company's Profits to the employees of the Company other than Shaver, provided that, for the purposes of this Paragraph 3.5(n), the determination of the "Profits" of the Company shall be determined without reduction for any amounts paid to Shaver as a bonus pursuant to Paragraph 3.5(m) above with respect to that Fiscal Year or any prior Fiscal Years, and without reduction for any amounts paid as bonuses to the employees of the Company pursuant to this Paragraph 3.5(n) with respect to that Fiscal Year or any prior Fiscal Year. Shaver, so long as he is still employed by the Company, shall determine the allocation of the bonus pool among the employees of the Company. Any change in such bonus policy for the employees of the Company must be approved by the vote or agreement of the Members who own at least seventy-five (75%) of the then issued and outstanding Membership Interests in the Company.

(o) Subsidiary Corporations

. Voting in a Members' or Managers' meeting of any subsidiary corporation or any other corporation as to any of the issues set forth in this Section 3.5.

(p) Auditors

. Appointing new auditors for the Company.

(q) Lending; Banks

. Changing the Company's banking relationships, or borrowing money for the Company from banks or other lending institutions.

(r) Principal Office

. Changing the principal office of the Company from that where it is presently located.

(s) Exercise of Option

. Exercising any option to purchase, or accepting any offer to sell, any Interest pursuant to any provision of Article VIII below.

(t) Determination of Disability

. Determining a Member to be a disabled Member for the purposes of Section 8.4 below.

(u) Expansion of Business

. Any expansion of the business of the Company, including through the acquisition of the other operating entities or their assets, or through the provision of any additional services, to any area of activity not reasonably related to the business purpose of the Company stated in Section 1.5 above.

(v) Entertainment Expenses

. Any increase or reduction of the agreed annual budget amount for entertainment and business development expenses from two-tenths of one percent (0.2%) of the immediately preceding Fiscal Year's total gross revenue.

(w) Affiliate Transactions. To approve any compensation agreement or arrangement, contractual agreement, or services agreement or arrangements on behalf of the Company, whether written or oral, with (i) UL/HK, (ii) any Affiliate of UL/HK, or (iii) any employee or individual affiliated with UL/HK.

(x) Bankruptcy. Any commencement of any suit, proceeding or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, the appointment of a receiver or trustee, or any other relief of debtor proceeding.

(y) Fringe Benefits. The adoption or termination of any fringe benefit program or plan for the employees of the Company.

**3.6 Liability for Certain Acts**

. Each Manager shall act in a manner he believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or other Managers for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section 3.6. No Manager has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or Profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Agreement. Each Manager shall be entitled to rely on information, opinions, reports or statements, or other financial data prepared or presented in accordance with the provisions of the Act or other applicable law.

**3.7 Managers Have No Exclusive Duty to Company**

. Subject to the obligations of Shaver as an officer of the Company, and the terms and provisions of any employment agreement between the Company and any of its Managers, no Manager shall be required to manage the Company as his sole and exclusive function or to devote any minimum number of hours to the affairs of the Company and each Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any

Manager or to the income or proceeds derived therefrom. The Managers shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

**3.8 Bank Accounts**

. All funds of the Company shall be deposited in such bank account or accounts as shall be determined by the Members under Section 3.5 above. All withdrawals shall be made upon checks signed by, or by electronic fund transfers authorized by, such persons as the Managers may designate from time to time.

**3.9 Indemnity of the Managers, Officers, Employees and Other Agents.**

(a) Managers

. The Company shall indemnify and save harmless the Managers and, if applicable, the Liquidating Managers from any claims, demands, loss or damage, costs and expenses, including without limitation, reasonable attorneys' fees arising or incurred by them by reason of any failure to act or act performed by them for and on behalf of the Company and in furtherance of its interest, provided such acts or failures to act were done in good faith and on behalf of the Company and were not grossly negligent, did not constitute willful misconduct, were not in knowing violation of law or the terms of this Agreement, or a transaction in which said Manager received a personal benefit in violation of the terms of this Agreement. Such indemnification shall be made from assets of the Company. The Company may make advances for expenses.

(b) Non-Managers

. The Company shall indemnify its officers, employees and other agents who are not Managers to the fullest extent permitted by law, provided such acts or failures act to were done in good faith and on behalf of the Company and were not grossly negligent, did not constitute willful misconduct, were not in knowing violation of law or the terms of this Agreement, or a transaction in which said Person received a personal benefit in violation of the terms of this Agreement. Such indemnification shall be made from assets of the Company. The Company may make advances for expenses.

**3.10 Resignation**

. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

**3.11 Removal**

. Subject to the provisions of Section 3.2 above, at a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by Majority Vote of Members. No Manager who has been nominated by a Member under Section 3.2 above where such Member desires such Manager to continue in office as a Manager shall be removed under this Section 3.11. The removal of a Manager who is also a Member shall not affect the Managers' rights as a Member and shall not constitute a withdrawal of a Member.

**3.12 Vacancies**

. Subject to the provisions of Section 3.2 above, any vacancy occurring for any reason in the number of Managers of the Company may be filled by Majority Vote of Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by Majority Vote of Members an annual meeting or at a special meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

### 3.13 Approval or Ratification of Acts or Contracts by Members

. The Managers in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by Majority Vote of the Members shall be valid and binding upon the Company, unless such action is a "Major Decision" to be decided under Section 3.5 above. Failure of the Managers for any reason (or for no reason) to submit any act or contract to the Members for approval or ratification shall not in any way act to, or be deemed to, make such act or contract void or voidable.

### 3.14 Annual Meeting

. A meeting of the Managers shall be held immediately following the annual meeting of Members for the transaction of such business as may properly come before the meeting.

### 3.15 Special Meetings

. Special meetings of the Managers, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager.

### 3.16 Place of Meetings

. By the affirmative vote of the Managers, the Managers may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia. Pursuant to Section 3.21, Managers may attend and participate in any meeting of the Managers by a conference telephone or similar communications equipment in compliance with the requirements of Section 3.21.

### 3.17 Notice of Meetings

. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, or by private carrier, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Manager at his address.

### 3.18 Meeting of the Managers

. If the Managers shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

**3.19 Quorum**

. A majority of the Managers shall constitute a quorum at any meeting of the Managers.

**3.20 Manner of Acting**

. Each Manager shall have one (1) vote. If a quorum is present, the affirmative vote of a majority of the Managers shall be the act of the Managers, unless the vote of a greater number or proportion is otherwise required by the Act or by this Agreement, including without limitation under Section 3.5 above.

**3.21 Action by Written Consent or Telephone Conference**

. Any action permitted or required by the Act, the Articles or this Agreement to be taken at a meeting of the Managers or any committee designated by the Managers may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Managers or members of such committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Georgia, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Managers or any such committee, as the case may be. Subject to the requirements of the Act, the Articles or this Agreement for notice of meetings, unless otherwise restricted by the Articles, Managers or members of any committee designated by the Managers, may participate in and hold a meeting of the Managers or any committee of Managers, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**3.22 Intentionally Omitted**

**3.23 Conflicts of Interest**

. The Company may transact business with any Manager, Member, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties and the Member, officer or Manager(s) who proposes any such transaction fully discloses to the Board of Managers the nature of any relationship with any such related party and the terms of the transaction.

**3.24 Salaries; Reimbursements**

. Subject to Paragraph 3.5(m) of this Agreement, the compensation of the Managers shall be fixed from time to time by Majority Vote of the Members, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also a Member of the Company. The Managers shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder.

**3.25 Chairman of the Board of Managers**

. The Chairman of the Board of Managers, if any, shall preside, when present, at all meetings of the Members and all meetings of the Managers.

**3.26 Officers.**

(a) Appointment

. The Board of Managers may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Georgia, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation formed under Georgia law, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of or limitation on authority and duties made to such officer by the Managers, subject to the provisions of this Agreement. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers and shall be reasonable with respect to the services rendered.

(b) Resignation

. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers.

**3.27 Chief Executive Officer**

. The Chief Executive Officer shall be the chief executive officer and chief operating officer of the Company and, subject to the provisions of this Agreement, shall have general supervision of the affairs of the Company and shall have general and active control of all its business. He shall preside, in the absence of the Chairman of the Managers, if any, at all meetings of Members and at all meetings of the Managers. He shall see that all orders and resolutions of the Managers and the Members are carried into effect. He shall have general authority to execute bonds, deeds and contracts in the name of the Company and affix the Company seal thereto; to sign Membership Interest certificates; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his authority or under authority of an officer subordinate to him; to suspend for cause, pending final action by the authority which shall have elected or appointed him, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief executive officer of a corporation, except as otherwise provided in this Agreement.

**3.28 President**

. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Managers or the Chief Executive Officer may from time to time prescribe.

### 3.29 Executive Vice President

. In the absence of the Chief Executive Officer and the President or in the event of their inability or refusal to act, the Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated or, in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Managers, the Chief Executive Officer or the President may from time to time prescribe. The Vice President in charge of finance, if any, shall also perform the duties and assume the responsibilities described in Section 3.32 for the Treasurer, and shall report directly to the Chief Executive Officer of the Company.

### 3.30 Secretary

. The Secretary shall attend and record minutes of the proceedings of all meetings of the Managers and any committees thereof and all meetings of the Members. He shall file the records of such meetings in one or more books to be kept by him for that purpose. Unless the Company has appointed a transfer agent or other agent to keep such a record, the Secretary shall also keep at the Company's registered office or principal place of business a record of the original issuance of Membership Interests issued by the Company and a record of each transfer of those Interests that have been presented to the Company for registration of transfer. Such records shall contain the names and addresses of all past and current Members of the Company and the Membership Interests held by each of them. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Managers, and shall perform such other duties as may be prescribed by the Managers or the Chief Executive Officer, under whose supervision he shall be. He shall have custody of the company seal of the Company and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Managers may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his signature. The Secretary shall keep and account for all books, documents, papers and records of the Company except those for which some other officer or agent is properly accountable. He shall have authority to sign certificates and shall generally perform all the duties usually appertaining to the office of the secretary of a corporation.

### 3.31 Assistant Secretaries

. In the absence of the Secretary or in the event of his inability or refusal to act, the Assistant Secretary, if any (or, if there be more than one, the Assistant Secretaries in the order designated or, in the absence of any designation, then in the order of their election), shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Managers, the Chief Executive Officer or the Secretary may from time to time prescribe.

### 3.32 Treasurer

. The Treasurer, if any (or the Vice President in charge of finance, if one be elected), shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers or the Chief

Executive Officer. He shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Managers, at its regular meetings, or when the Managers so require, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Managers, he shall give the Company a bond (which shall be renewed every six (6) years) in such sum and with such surety or sureties as shall be satisfactory to the Managers for the faithful performance of the duties of his office and for the restoration of the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company, with the Company to reimburse the Treasurer for the cost thereof. The Treasurer shall be under the supervision of the Vice President in charge of finance, if any, and he shall perform such other duties as may be prescribed by the Managers, the Chief Executive Officer or any such Vice President in charge of finance.

**3.33 Reimbursement; Compensation**

. The officers of the Company shall be entitled to be reimbursed for reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder and shall receive such compensation, if any, for their services as is described in Paragraph 3.5(m) above, or as may be designated from time to time by the Board of Managers in accordance with the terms of this Agreement.

**3.34 Appointment of Officers.**

(a) Officers

. The officers of the Company shall be chosen by its Board of Managers in accordance with this Agreement; provided that, so long as each individual named below, respectively, is a Manager of the Company, the Board of Managers shall elect him to the office indicated below:

| Individual | Office |
|---|---|
| Richard Lee Chi Tak | Chairman of the Board |
| Shaver | President and CEO |
| Shaver | Secretary |
| Shaver | Treasurer |

(b) Removal of Officer for Cause

. Any officer can be removed for cause, provided, that in order to remove an individual from an office that he is named to hold pursuant to Paragraph 3.34(a), above, at least four (4) Managers must vote for removal in a special meeting of the Board of Managers properly called for that purpose. For the purposes of this Agreement, "cause" shall mean the following:

(i) Any material breach of the terms or conditions of this Agreement after written notice of the breach given by the Company to the officer and an appropriate opportunity given to the officer to cure the breach;

(ii) Dishonesty or fraud with respect to the business or properties of the Company;

(iii) Repeated failure to abide by reasonable rules or regulations governing the transaction of the business of the Company as the Company may from time to time

adopt or approve after written notice of the failure given by the Company to the officer and an appropriate opportunity given to the officer to cure the failure;

(iv) Willful or persistent inattention to duties and/or acts amounting to gross negligence or willful misconduct after written notice of the inattention given by the Company to the officer and an appropriate opportunity given to the officer to cure the inattention;

(v) Misappropriation of funds, assets, or corporate opportunities for personal gain;

(vi) Intentional wrongful disclosure of trade secrets, proprietary information, or confidential information of, or relating to, the Company;

(vii) The final, non-appealable conviction of the officer of fraud, or of any felony;

(viii) The repeated failure to follow reasonable and material written instructions or directions of the Company after written notice of the failure given by the Company to the officer and an appropriate opportunity given to the officer to cure the failure; or

(ix) Absence from work for a consecutive period of ten (10) working days, based on a five day work week, during any fiscal year (excluding absences due to disability, holidays, vacation days, approved sick leave, or personal leave days).

**3.35 Annual Budget**. At least forty-five (45) days prior to the commencement of each fiscal year of the Company (beginning in calendar year 2018), or at such other time(s) as agreed to by the Board of Managers, the Chief Executive Officer shall cause to be prepared and shall submit to the Board of Managers a proposed operating budget and capital expenditure budget for the Company for such fiscal year and a business plan for such fiscal year. The Chief Executive Officer shall revise the proposed budgets in form and substance reasonably satisfactory to the Board of Managers. Each budget and business plan approved by the Board of Managers pursuant to this Section 3.35 is referred to herein as an "Approved Budget". The Chief Executive Officer shall have the power and authority to make the expenditures and incur the obligations provided for in and otherwise implement an Approved Budget, without the need for such implementation, expenditures or obligations to be further approved by any Manager. Until final approval of a budget and business plan by the Board of Managers, the Chief Executive Officer shall have the authority and power to operate the Company on the basis of the previous fiscal year's Approved Budget, together with an increase in such Approved Budget equal to (x) the actual increase in expenses associated with real estate taxes and assessments, insurance premiums, utilities, rent and other non-discretionary expenses and (y) with respect to any discretionary expenses (other than Shaver's salary), the greater of (i) the increase in the Consumer Price Index since the end of the prior fiscal year and (ii) an aggregate amount equal to three percent (3%) of the discretionary expenses in such Approved Budget.

## ARTICLE IV

## RIGHTS OF MEMBERS; MEETINGS OF MEMBERS

**4.1 Authority; Limitations on Liability**

(a) Except as otherwise set forth in this Agreement, no Member, in his or its

capacity as a Member, shall have any power or authority to bind the Company unless the Member has been authorized by all the Managers to act as an agent of the Company in accordance with this Agreement.

(b) Each Member's liability shall be limited as set forth in this Agreement, the Articles, the Act and other applicable law.

**4.2 No Liability for Company Obligations**

. No Member will have any personal liability for any debts or losses of the Company, except as provided by law.

**4.3 Annual Meeting**

. A meeting of Members shall be held annually for the election of Managers and for the transaction of such other business as may properly come before the meeting. The meeting shall be held at such time and place on such date as the Members shall determine from time to time and as shall be specified in the notice of this meeting.

**4.4 Special Meetings**

. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by a Member or Members holding at least fifteen percent (15%) of the Membership Interests.

**4.5 Place of Meetings**

. By Majority Vote, the Members may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia. Pursuant to Section 4.15, Members may attend and participate in any meeting of the Members by a conference telephone or similar communications equipment in compliance with the requirements of Section 4.15.

**4.6 Notice of Meetings**

. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, or by private carrier, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

**4.7 Meeting of all Members**

. If all of the Members shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

**4.8 Record Date**

. For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.8, such determination shall apply to any adjournment thereof.

**4.9 Quorum**

. Members holding at least seventy-five percent (75%) of all Membership Interests represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting a majority of Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Interests whose absence would cause less than a quorum to be present.

**4.10 Manner of Acting**

. If a quorum is present, the Majority Vote of Members shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement.

**4.11 Voting List**

. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Membership Interests held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original ownership records shall be prima-facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section 4.11 shall not affect the validity of any action taken at the meeting.

**4.12 Proxies**

. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section 4.12. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two (2) or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents

thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Membership Interests that are the subject of such proxy are to be voted with respect to such issue. Membership Interests that are the subject of such proxy are to be voted with respect to such issue.

### 4.13 Action by Members Without a Meeting

. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 4.13 shall be effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

### 4.14 Conduct of Meetings

. All meetings of the Members shall be presided over by the Chairman of the Board of Managers. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

### 4.15 Action by Telephone Conference

. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### 4.16 Waiver of Notice

. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

### 4.17 Voting of Membership Interest

. The Members agree that at all times they will vote their Membership Interest in the Company in good faith and fair dealing in a manner consistent with the Company's best interests and in a manner consistent with this Agreement and will not, without the unanimous agreement of all Members, vote their Membership Interest or enter into consensual action with respect to their Membership Interest in a manner which would be inconsistent with or amendatory to this Agreement.

### 4.18 Covenants of Member Employees

. Each Member who also serves as a regular paid employee of the Company and the within-named Shaver regardless of whether or not he is a regular paid employee of the Company, so long as he is a Manager or an officer of the Company (a "**Member Employee**") acknowledges and agrees that the Company's ability in the ordinary course of business to develop and retain trade secrets, customer lists, proprietary techniques, information regarding customer needs, rates and other confidential information relating to the Company's

business is of the utmost importance to the Company's success, and further acknowledges that he will develop and learn such information in the course of his employment or position with the Company, and that such information would be useful in competing unfairly with the Company. Accordingly, each such Member Employee covenants and agrees with the Company as follows:

(a) Confidential Information

. The Member Employee will protect all Company Confidential Information (as defined below) at all times, both during and after his or her employment and holding of the position of Manager and/or officer, and will not disclose to any person, or entity, or otherwise use, except in connection with the Member Employee's duties performed for the Company, any Company Confidential Information. "**Company Confidential Information**" means all technical, business and other information of the Company, whether or not in writing, which derives value, economic or otherwise, from not being generally known to the public or to other persons or entities who can obtain value from its disclosure or use, including, without limitation, technical or nontechnical data, compositions, devices, methods, techniques, drawings, inventions, processes, financial data, financial plans, product plans, lists or information concerning actual or potential customers or suppliers, information regarding business plans and operations, methods and plans of operation, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, rates, and acquisition and investment plans. Company Confidential Information includes information disclosed or owned by third parties (including information of any Affiliate of the Company) that is treated by the Company as confidential or is subject to an obligation of the Company to treat such information as confidential, whether such obligation is contractual or arises by operation of law.

(b) Post-Termination Covenants

. Each Member Employee shall not, except on behalf of the Company or an Affiliate of the Company, at any time during the period commencing on the date of this Agreement and continuing for a period of twelve (12) months after the termination of such Member Employee as an employee (including acting as a Manager or officer):

(i) provide the Member Employee's services as an executive or manager to any person or entity providing freight forwarding or logistics in competition with the Company or with any of the companies which at the time of termination were constituents of the network known as the "ULI Group" within the states of Georgia, South Carolina, North Carolina, Virginia, Tennessee and Alabama; or

(ii) solicit, induce, or assist in the solicitation of, any person or entity employed or engaged by the Company in any capacity (including without limitation as an employee at will or independent contractor), to terminate such employment or other engagement; or

(iii) disparage the Company or any of its Managers, officers, employees, or agents.

## ARTICLE V

## CERTAIN STATUTORY MATTERS

### 5.1 Conflicting Interest Transactions

. The provisions of O.C.G.A. § 14-11-307 shall not apply to the Company, and any issues with respect to conflicting interest transactions shall be subject to the terms of this Agreement.

**5.2 Matters Requiring a Vote of Members or Managers**

. The provisions of O.C.G.A. § 14-11-308 shall not apply to the Company.

**5.3 Actions Without a Meeting; Meetings**

. The provisions of O.C.G.A., § 14-11-310, § 14-11-311, and § 14-11-312 shall not apply to the Company; provided, the provisions of O.C.G.A. § 14-11-309 shall apply and permit actions without a meeting as set forth therein and in this Agreement.

**5.4 Events of Disassociation**

. O.C.G.A. § 14-11-601.1(b) (4), (5) and (6) shall not apply to any Member or the Company.

**5.5 Events Causing Dissolution**

5.6 . The events set forth in O.C.G.A

. § 14-11-602(b)(4) shall not cause a dissolution of the Company.

**ARTICLE VI**

**CAPITAL CONTRIBUTIONS**

**6.1 Original Contributions**

. Each Member has contributed to the Company certain property and acquired its Membership Interest as set forth on Schedule "A" attached, labeled "Interest Holders' Membership Interests." No Member shall have the right, obligation or be permitted to make any Capital Contribution to the Company without the prior unanimous written consent of the Members.

**6.2 Application of Proceeds**

. The Managers are authorized to apply the capital of the Company for such purposes and with such priorities in connection with the business of the Company as they in their sole discretion shall determine.

**6.3 Withdrawal and Reduction of Capital**

. No Interest Holder shall have the right to withdraw or reduce such Interest Holder's original investment except as may result by virtue of distributions as expressly provided herein. Furthermore, no Interest Holder shall have the right to demand property other than cash in return for such Interest Holder's original investment. Neither the Company nor any Interest Holder shall have any right to require the liquidation of any Interest Holder's Interest in the Company except in connection with liquidation of the Company or as expressly provided in this Agreement. In the event of any liquidation of an Interest Holder's Interest in the Company, such Interest Holder shall be entitled, in connection therewith, to a distribution of cash equal to the positive balance, if any, of such Interest Holder's Capital Account (unless this Agreement expressly provides for the distribution of some other amount to the Interest Holder).

**6.4 Loans and Advances by Interest Holders**

. No Interest Holder shall have the right, obligation or be permitted to lend and advance to the Company any amounts as a loan except with the prior unanimous written consent of the Members. Any loan to the

Company from an Interest Holder shall be evidenced by a promissory note in a form reasonably acceptable to counsel to the Company. If an Interest Holder makes a loan to the Company pursuant to this Section 6.4, the amount of the loan shall not entitle the lending Interest Holder to any increase in his or its share of distributions of the Company with respect to such Interest Holder's Interest or entitle him or it to any greater proportion of the Profits or Losses of the Company with respect to such Interest Holder's Interest. The amount of the loan shall be deemed a debt from the Company to the lending Interest Holder and shall bear interest from the date of the loan at the General Interest Rate as of the date of the loan plus one-half of one percent (0.5%). No Interest Holder shall have any greater liability for repayment of such loan than would be obtained with respect to repayment of any loan to the Company negotiated at arm's length with a third-party lender which is not an Interest Holder.

**6.5 List of Interest Holders**

. Upon written request of any Interest Holder, the Managers shall provide a list showing the names, addresses and Interest of all Interest Holders.

## ARTICLE VII

## MEMBERSHIP PERCENTAGES; ACCOUNTING ALLOCATIONS; DISTRIBUTIONS OF AVAILABLE CASH

**7.1 Membership Percentages**

. The original Membership Interests of the Members are as set forth on the attached Schedule "A" labeled "Interest Holders' Membership Interests."

**7.2 Allocations of Accounting Items.**

(a) A Capital Account shall be separately maintained for each Interest Holder in accordance with the terms of the Capital Account definition set forth in the Appendix hereto.

(b) After giving effect to the special allocations set forth in Paragraphs III(A) and III(B) of the **Appendix**, Profits for any Fiscal Year shall be allocated to the Interest Holders in proportion to their respective Interests.

(c) After giving effect to the special allocations set forth in Paragraphs III(A) and III(B) of the Appendix, Losses for any Fiscal Year shall be allocated as set forth in Subparagraph 7.2(c)(i) below, subject to the limitation in Subparagraph 7.2(c)(ii) below:

(i) To the Interest Holders in proportion to their respective Interests.

(ii) The Losses allocated pursuant to Subparagraph 7.2(c)(i) shall not exceed the maximum amount of Losses that can be so allocated without causing any Interest Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Interest Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Subparagraph 7.2(c)(i) hereof, the limitation set forth in this Subparagraph 7.2(c)(ii) shall be applied on an Interest Holder by Member Interest Holder basis so as to allocate the maximum permissible Losses to each Interest Holder under Section 1.704-1(b)(2)(ii)g. of the Regulations. All Losses in excess of the limitations set forth in this Subparagraph 7.2(c)(ii) shall be allocated to the Interest Holders, in proportion to their respective Interests.

(d) All items of Profit, Loss, income, gain, loss, deduction, and credit allocable to any Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Code Section 706 and the Regulations thereunder.

**7.3 Distributions**

(a) The Company shall distribute an amount equal to seventy-five percent (75%) of the Profits of the Company with respect to each Fiscal Year as follows:

(i) Fifty percent (50%) of the Profits within three (3) weeks of the delivery of the Company's compiled financial statements of that Fiscal Year's accounting; and

(ii) Twenty-five percent (25%) of the Profits on or before the 31st day of December of the immediately succeeding Fiscal Year.

Unless otherwise agreed, the remaining twenty-five percent (25%) of the Profits from any Fiscal Year that are not distributed to the Interest Holders shall be retained by the Company as a reserve or otherwise applied as determined by the Managers or Members in accordance with this Agreement.

(b) All distributions under this Section 7.3 shall be made to all Interest Holders of the Company in proportion to the Interests of the Interest Holders

. As provided in Section 3.5 above, from time to time, the Managers may make additional distributions to the Interest Holders of Distributable Cash as directed by the Members. For purposes of this Section 7.3, a distribution shall be treated as made with respect to a particular Fiscal Year of the Company (i) if made during the particular Fiscal Year and not designated by the Company as made with respect to another Fiscal Year, or (2) if specifically designated by the Company as made with respect to that particular Fiscal Year.

(c) Any amounts paid pursuant to Sections 3.9, 3.24 or 3.33 of this Agreement shall not be deemed to be distributions for purposes of this Agreement.

(d) Notwithstanding any other provision of this Section 7.3 to the contrary, each Interest Holder hereby authorizes the Company to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Company with respect to the Interest Holder as a result of the Interest Holder's participation in the Company; if and to the extent that the Company shall be required to withhold or pay any such taxes, such Interest Holder shall be deemed for all purposes of this Agreement to have received a payment from the Company as of the time such withholding or tax is paid, which payment shall be deemed to be a distribution to the extent that the Interest Holder (or any successor to such Interest Holder's Interest) is then entitled to receive a distribution

. To the extent that the aggregate amount of such payments to an Interest Holder for any period exceeds the distributions to which such Interest Holder is entitled for such period, the amount of such excess shall be considered a loan from the Company to such Interest Holder. Such loan shall bear interest (which interest shall be treated as an item of income to the Company) at the General Interest Rate until discharged by such Interest Holder by repayment, which may be made by the Company out of distributions to which such

Interest Holder would otherwise be subsequently entitled. Any withholdings authorized by this Paragraph 7.3(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the Company shall have received an opinion of counsel or other evidence satisfactory to the Managers to the effect that a lower rate is applicable, or that no withholding is applicable.

(e) For purposes of this Agreement, a liquidation of an Interest Holder's Interest means the termination of all the Interest Holder's Interest other than in connection with the dissolution, winding up, and termination of the Company

. Where an Interest Holder's Interest is to be liquidated by a series of distributions, the Interest shall not be considered as liquidated until the final distribution has been made. If an Interest Holder's Interest is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of that Interest Holder (as determined after taking into account all Capital Account adjustments with respect to that Interest Holder's Interest for the taxable year during which the liquidation occurs, as determined in accordance with Code Section 706. A distribution in liquidation of an Interest Holder's Interest shall be made by the end of the taxable year in which such liquidation occurs, or, if later, within ninety (90) days after the Interest Holder's Interest is liquidated.

(f) Subject to applicable law and to the extent of available Distributable Cash, the Company shall distribute to each Member during each fiscal year, an aggregate amount which is no less than the product obtained by multiplying (a) the highest effective combined federal and the applicable state income tax rate imposed on the ordinary income of individuals, and (b) the Company's estimated taxable income for federal income tax purposes for such fiscal year allocable to such Member. Distributions pursuant to this Section 7.3(f) shall be made on a quarterly basis during each fiscal year. Distributions pursuant to Sections 7.3(a) and 7.3(b) hereof, and any amounts which the Company withholds pursuant to Section 7.3(d) hereof, shall be applied against and reduce the amount to be distributed pursuant to this Section 7.3(f). Distributions pursuant to this Section 7.3(f) shall be deemed to be draws against distributions to which such Member would otherwise be entitled under Sections 7.3(a) and 7.3(b) of this Agreement. In no event shall any Member be required to make any Capital Contribution to permit the Company to distribute any amount pursuant to this Section 7.3(f).

## ARTICLE VIII

## TRANSFERS OF INTERESTS; CESSATION OF OWNERSHIP; ADMISSION OF ADDITIONAL MEMBERS

### 8.1 Restrictions on the Transfer of an Interest.

(a) Except as specifically provided in this Section 8.1 and in Sections 8.2, 8.3, 8.4 and 8.5 below, no Interest Holder may effect a Transfer of all or any portion of an Interest without the consent of all of the Managers

. Any attempted Transfer by a Person of any Interest or any other interest or right in or in respect of the Company other than in accordance with this Section 8.1 shall be, and is hereby declared, null and void ab initio.

(i) Notwithstanding Section 8.1(a) above, each of the Interest Holders shall have the right, during his lifetime or its legal existence, to Transfer, without further approval of the Managers, all or any portion of his or its Interest, for value or otherwise, to a Permitted Transferee. Unless the Permitted Transferee is admitted as a Member of the Company in accordance with this Section 8.1, any Interest transferred to the Permitted Transferee shall be

strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interest. Furthermore, any such Permitted Transferee not admitted as a Member shall be considered an Interest Holder with respect to the transferred Interest, but neither the Permitted Transferee nor the transferor shall, with respect to the transferred Interest, be entitled to vote on any matters coming before the Members, participate in the management of the Company or act as an agent of the Company.

(b) Subject to the provisions of Paragraphs 8.1(c), (d), and (e), a Person to whom any Membership Interest is transferred has the right to be admitted to the Company as a Member only if (i) the Member making such transfer grants the transferee the right to be so admitted, and (ii) such transfer is consented to in accordance with Paragraph 8.1(a).

(c) The Company may not recognize for any purpose any purported Transfer of all or part of the Interest unless and until the other applicable provisions of this Section 8.1 have been satisfied and the Managers have received, on behalf of the Company, a document (i) executed by both the Interest Holder effecting the Transfer (or if the transfer is on account of the death, incapacity, or liquidation of the transferor, his representative) and the Person to whom or which the Interests or part thereof is Transferred, (ii) including the notice address of any Person to be admitted to the Company as a Member and his agreement to be bound by this Agreement in respect of the Interest or part thereof being obtained, (iii) setting forth the amount of Interest after the Transfer of the Interest Holder effecting the Transfer and the Person to whom or which the Interest or part thereof are Transferred (which together must total the amount of Interest of the Interest Holder effecting the Transfer before the Transfer), and (iv) containing a representation and warranty that the Transfer was made in accordance with all applicable laws and regulations (including federal and state securities laws)

. Each Transfer and, if applicable, admission complying with the provisions of this Paragraph 8.1(c) shall be effective as of the first day of the calendar month immediately succeeding the month in which the Managers receive the notification of Transfer and the other requirements of this Section 8.1 have been met.

(d) For the right of an Interest Holder to Transfer his Interest or any part thereof or of any Person to be admitted to the Company in connection therewith to exist or be exercised, (i) either (A) the Interest or part thereof subject to the Transfer or admission must be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (B) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to the Managers to the effect that the Transfer or admission is exempt from registration under those laws; and (ii) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to the Managers to the effect that the Transfer or admission, when added to the total of all other sales, assignments, or other Transfers within the preceding twelve (12) months, would not result in the Company's being considered to have terminated within the meaning of Code Section 708

. The Managers, however, may at their discretion waive the requirements of this Paragraph 8.1(d).

(e) The Interest Holder effecting a Transfer and any Person admitted to the Company in connection therewith shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the Transfer or admission (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in this Paragraph 8.1(e)) on or before the tenth ($10^{th}$) day after the receipt by that Person of the Company's invoice for the amount due

. If payment is not made by the date due, the Person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the General Interest Rate.

**8.2 Rights of First and Second Refusal**

(a) Co-Sale Right.

(i) Notice From Selling Interest Holder. If any Interest Holder wishes to Transfer for consideration all (but not less than all) of his Interest in the Company to a third party (i.e., a person or entity that is not a party to this Agreement), that Interest Holder (the "**Selling Interest Holder**") shall first, give notice in writing to each other Interest Holder of record (the "**Non-Selling Interest Holders**") that the Selling Interest Holder wishes to Transfer all of his Interest to the purchaser(s) specified in such notice, for the price specified in such notice payable in cash. The Selling Interest Holder shall include with such notice a copy of a written, binding commitment of the specified purchaser(s) to purchase the Interests owned by the Non-Selling Interest Holders for the same price. The Selling Interest Holder shall have no responsibility or liability for default by such purchaser(s) under such commitment, but shall not be permitted to close his or its own sale with such purchaser(s) unless such commitment is honored.

(ii) Co-Sale Notices From Non-Selling Interest Holders. If notice is given by a Selling Interest Holder pursuant to Paragraph 8.2(a)(i) above, the Non-Selling Interest Holders shall have the optional right, acting jointly and unanimously, to give a Co-Sale Notice to the Selling Interest Holder, notifying the Selling Interest Holder that such Non-Selling Interest Holders require that all (but not less than all) of their Interest in the Company be sold to the purchaser(s) specified in the notice from the Selling Interest Holder for the same price specified in the notice payable in cash at closing. A Co-Sale Notice shall be given, if at all, within thirty (30) days after the date on which notice of a proposed Transfer was given by the Selling Interest Holder to the Non-Selling Interest Holders. If a Co-Sale Notice is given, the Interest in the Company owned by the Non-Selling Interest Holders shall be sold and purchased in accordance with this Section 8.2. The Selling Interest Holder may not sell his or its Interest unless the purchaser(s) also purchases the Interests of the Non-Selling-Interest Holders pursuant to their Co-Sale Notice.

(iii) Closing With Third Party. If any Non-Selling Interest Holder(s) give a Co-Sale Notice, a closing shall occur with such Non-Selling Interest Holder(s) on the date of, and at the same time as, the closing of the sale by the Selling Interest Holder to the third party. The exact date, time and place of the closing shall be reasonably determined by the Selling Interest Holder, upon reasonable notice to the Non-Selling Interest Holders and to the Company. Such date shall not be later than ninety (90) days from the date of the last Co-Sale Notice by a Non-Selling Interest Holder. The purchase price for the Interest(s) shall be as specified in the notice from the Selling Interest Holder.

(iv) No Co-Sale Notice. If the Non-Selling Interest Holders do not give a Co-Sale Notice, the sale will not proceed pursuant to this Paragraph 8.2(a), and the Selling Interest Holder may not sell his or its Interest except pursuant to Paragraph 8.2(b) below.

(b) Buy-Sell Provisions

. This Paragraph 8.2(b) shall apply to all voluntary Transfers proposed by any Interest Holder and not subject to the provisions of Paragraph 8.2(a), above, i.e., where an Interest Holder attempted a Transfer of all of his Interest under Paragraph 8.2(a), above, but did not receive a Co-Sale Notice from the Non-Selling Interest Holders. In any such case, before the proposing Interest Holder may make any such voluntary Transfer, he or it shall give the Company and the other Interest Holders written notice that he or it proposes

to make such Transfer. Such notice shall recite that it constitutes an offer to sell such Interest, pursuant to the requirements of this Paragraph 8.2(b). Such notice shall specify the nature of the proposed transaction, the parties thereto, the arrangements for closing, and, if the proposed transfer is a sale, the purchase price.

(i) If UL/HK is the proposing Interest Holder, the notice shall offer all such Interest to Shaver. Such offer shall allow Shaver twenty (20) days from the receipt of such offer to accept all (but not part) of the Interest offered to him, by so notifying UL/HK, the other Interest Holders, if any, and the Company in writing of their acceptance.

(ii) If Shaver is the proposing Interest Holder, the notice shall offer all such Interest to UL/HK, which shall have twenty (20) days from the receipt of such offer to accept all (but not part) of the Interest offered to it by notifying Shaver and the Company in writing.

(iii) With respect to any Interest not already covered by acceptances under this Paragraph, the proposing Interest Holder shall repeat such offer to the Company, which shall have the right (but not the obligation) for a period of twenty (20) days from the date of receipt by it of such notice to accept all (but not part) of the Interest offered to it by notifying the proposing Interest Holder and all other Interest Holders in writing.

(c) Closing Terms

. The parties to an accepted offer shall be bound to close in accordance therewith. If the proposed voluntary transaction results from a third party offer, the closing under an accepted offer shall be at the same purchase price and on the same terms and conditions as the proposed offer, except that the purchaser under the accepted offer shall have at least thirty (30) days from the acceptance of the offer to close, or, if more than one sale will close, then thirty (30) days from the acceptance of the last offer. In the event that the purchase price is not determined by a third party offer (e.g., the Interests are proposed for transfer by gift), the purchase price shall be equal to the Profits of the Company for its Fiscal Year which ends immediately prior to simultaneously with the transaction computed in accordance with Generally Accepted Accounting Principles ("**GAAP**"), multiplied by the percentage of the Seller's Interest in the Company being transferred. If the purchase price so determined of the Selling Interest Holder's Interest is zero or a negative amount, then the purchase price shall be One Hundred Dollars ($100.00). The place for closing under an accepted offer shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably set by the proposing Interest Holder, upon reasonable advance notice to the purchaser(s).

(d) Conditions to Sale and Purchase - Consummating Initially Proposed Transaction

. With respect to the Selling Interest Holder's Interest offered but not accepted pursuant to this Article, the Selling Interest Holder may close the proposed voluntary transaction, but (i) only in accordance with the terms and conditions disclosed to the Company and the other Interest Holders, (ii) only if the proposed transferee, upon transfer, becomes a party to this Agreement and (iii) only within the thirty (30) day period next succeeding the expiration of the last of the periods within which an offer could be accepted by the Company or any of its Interest Holders under Paragraph 8.2(c) above. Any such sale or purchase of any Interest under this Agreement shall comply with Paragraphs 8.1(d) and (e) above. Any Interest sold to the Company or any Interest Holder pursuant to this Agreement shall be sold and transferred free and clear of any liens, claims, and encumbrances whatsoever.

(e) No Transfer

. If the Transfer of Interest by the Selling Interest Holder to the proposed purchaser named in the Selling Interest Holder's notice is not made within thirty (30) days after the date the Selling Interest Holder became free to transfer the Interest to the proposed purchaser, the right to Transfer the Interest in accordance with the Selling Interest Holder's notice shall expire. In such event this Agreement, including, without limitation, this Section 8.2, shall remain in full force and effect as to the offered Interest so that, in order for the Selling Interest Holder to make a Transfer of the offered Interest, such Transfer must once again adhere to the procedure set forth in Paragraphs 8.2(a) and (b) above.

**8.3 Purchase Rights and Obligations upon Death of Shaver.**

(a) General Obligation of UL/HK

. Upon the death of Shaver, the Company shall redeem all of Shaver's Interest, and Shaver's executor, administrator, or other legal representative, shall sell and convey such Interest to the Company under the terms and conditions set forth below.

(b) Purchase Price

. The purchase price of the Interest of Shaver shall be equal to (i) the Fair Market Value as of the date of Shaver's death, multiplied by (ii) Shaver's ownership percentage of the outstanding Interests of the Company (for the avoidance of doubt, such percentage as of the date hereof would be forty percent (40%)).

(c) Method of Payment

. The purchase price of the Membership Interest of Shaver shall be paid by the Company as follows: (i) 66.67% of the purchase price shall be paid in cash or by wire transfer of immediately available funds on the closing date of the sale and purchase of Shaver's Interest and (ii) 33.33% of the purchase price shall be paid pursuant to a secured promissory note (the "**Deceased Note**") that will be executed and delivered by the Company at the closing. Such Deceased Note shall have the following provisions:

(i) The Deceased Note shall bear interest at the rate of five percent (5%) per annum.

(ii) The entire principal balance and accrued interest under the Deceased Note shall be due and payable on the first (1st) anniversary of the closing date of the sale and purchase of Shaver's Interest.

(iii) The Company shall have the privilege and right to prepay the Deceased Note at any time without penalty.

(iv) In the event that the Company fails to make any payment when due, and should such default continue for ten (10) days following receipt by the Company of notice of such default from the holder of the Deceased Note, the entire unpaid principal balance of the Note together with all unpaid and accrued interest shall, at the option of the holder of the Deceased Note, immediately become due and payable. In addition, the Deceased Note shall automatically become immediately due and payable in the event any one or more of the following occur: (i) the Company or UL/HK experiences a Change of Control ; (ii) the Company or UL/HK ceases to conduct business; (iii) the liquidation or dissolution or merger or consolidation of the Company or UL/HK; (iv) the Company or UL/HK files for, or has filed against it, any petition in bankruptcy or any proceeding under any law relating to the relief of debtors, or the appointment of a receiver of

its property, which petition is not dismissed within forty-five (45) days; (v) the Company or UL/HK makes any assignment for the benefit of its creditors; or (vi) UL/HK ceases to own a Membership Interest in the Company which (A) constitutes a majority of the issued and outstanding Interests in the Company and (B) possesses at least a majority of voting power of all of the then issued and outstanding Membership Interests in the Company. In the event that the Deceased Note is collected by or through an attorney at law, then the holder of the Deceased Note shall be entitled to collect the amount of reasonable attorneys' fees and expenses actually incurred in the collection of the amounts owed, not to exceed fifteen percent (15%) of the principal and interest due.

(v) The Company's obligations under the Deceased Note shall be secured by a pledge of Shaver's Interest that is being purchased by the Company, which pledge will be evidenced by a pledge agreement in form and substance reasonably acceptable to Shaver's executor, administrator or other legal representative (the "**Deceased Pledge Agreement**")..

(vi) UL/HK shall guarantee in full all of the Company's obligations under the Deceased Note pursuant to a guaranty that will be executed by UL/HK in favor of Shaver's estate, in form and substance reasonably acceptable to Shaver's executor, administrator or other legal representative.

(d) Funding of Company Purchase

. To fund the purchase of Shaver's Interest, the Company may (but is not required to) purchase life insurance (in its name) insuring the life of Shaver in such sums as would be sufficient to pay the purchase price for the Interest.

(e) Closing

. The closing shall occur within the latter of (x) sixty (60) days after the death of Shaver and (y) fifteen (15) days after the appointment of a personal representative of Shaver's estate; provided, however, the closing shall not occur prior to the determination of the Fair Market Value of Shaver's Interest. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company upon reasonable advance notice to the seller. The Company shall execute and deliver its Deceased Note and the Deceased Pledge Agreement to the personal representative of Shaver at closing. Shaver's representative shall transfer title to the Interest subject to Section 8.3(c)(i), otherwise free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company such documents as reasonably required by the Company to effect the transaction and perfect title to such Interest. The payments to be made to Shaver's representative pursuant to this Section 8.3 are in complete liquidation and satisfaction of all the rights and interest of Shaver and his representative (and of all Persons claiming by, through, or under Shaver and his representative) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

(f) Repayment from Distributions. No amendments to this Agreement shall be made prior to the payment in full of the entire principal balance and accrued interest under the Deceased Note.

**8.4 Purchase Rights and Obligations upon Resignation for Good Reason or Long-Term Disability of Shaver.**

(a) General Obligation of the Company

. Upon the termination of Shaver's employment as a result of (x) his resignation for Good Reason or (y) his long term or permanent disability, the Company shall redeem Shaver's Interest in the Company and Shaver (through, if necessary, his guardian, conservator, or other legal representative, as applicable) shall sell and convey such Interest to the Company, under the terms and conditions set forth below.

(b) Purchase Price

. The purchase price of the Interest of Shaver shall be equal to (i) the Fair Market Value as of the effective date of Shaver's resignation for Good Reason or the date that Shaver suffers a "long term or permanent disability," multiplied by (ii) Shaver's ownership percentage of the outstanding Interests of the Company (for the avoidance of doubt, such percentage as of the date hereof would be forty percent (40%)).

(c) Method of Payment

. The purchase price of the Membership Interest of Shaver shall be paid by the Company as follows: (i) 50% of the purchase price shall be paid in cash or by wire transfer of immediately available funds on the closing date of the sale and purchase of Shaver's Interest and (ii) 50% of the purchase price shall be paid pursuant to a secured promissory note (the "**Subject Note**") that will be executed and delivered by the Company. The Subject Note shall have the same terms and conditions as set forth in Paragraph 8.3(c) above (including, for the avoidance of doubt, Paragraph 8.3(c)(v) and Paragraph 8.3(c)(vi)), provided that the principal balance (and accrued interest thereon) under the Subject Note shall be payable in two equal annual installments, with the first installment being due and payable on the first (1st) anniversary of the closing and the second installment being due and payable on the second (2nd) anniversary of the closing.

(d) Transfer of Membership Interest

. Shaver's Interest shall be promptly transferred and conveyed to the Company at the time of delivery of the Company's Subject Note to Shaver or his guardian, conservator, or other legal representative, as applicable.

(e) Definitions

.

(i) Shaver shall be deemed to have suffered a "long term or permanent disability" (x) if he is eligible to receive, or does collect, disability insurance payments under the long-term disability policy that is provided by the Company (the "**LTD Policy**"), or (y) if no LTD Policy exists, (A) he becomes and continues to be incapacitated due to illness, injury or mental condition preventing or rendering him substantially incapable of performing his duties as an employee, officer, and/or director of the Company for a period of over one hundred eighty (180) days, and if (B) as of the end of such 180-day period, his recovery and restoration to health or mental competency reasonably appear to the Company to be unlikely within the next one hundred eighty (180) days.

(ii) The term "long term or permanent disability" shall not include: (a) Shaver's retirement; or (b) Shaver's incapacitation as the result of any intentional and voluntary act. In addition, if Shaver resigns as (or for any other reason is no longer) an employee, officer, or director, then the subsequent disability of Shaver shall not require the purchase of his Membership Interest under this Article.

(f) Continuation of Life Insurance, Where Applicable

. If the Company has elected to purchase insurance on the life of Shaver pursuant to the Company's responsibilities under Paragraph 8.3(d) above, and such insurance is in effect at the time Shaver suffers a long term or permanent disability, and such insurance remains available at substantially similar rates or rates which the Company deems to be reasonable, the Company shall continue to pay for such life insurance until such time as either one of the following events occurred:

(i) Payment in full to Shaver of all of the installments under the Subject Note representing the purchase price due and owing pursuant to the provisions of Paragraph 8.4(c) above; or

(ii) The death of Shaver.

(g) Distribution of Life Insurance Proceeds, Where Applicable

. If Shaver dies before UL/HK has made full payment of the purchase price for his Interest, then the proceeds from any applicable life insurance policy shall be paid as follows:

(i) The Company shall first pay to itself an amount equal to the total of the insurance premiums paid by the Company on Shaver's life; and,

(ii) The balance of the proceeds from the life insurance policy, if any, shall be paid to the estate of Shaver, to the extent of the amount owed under the Company's Subject Note.

(h) Closing

. The closing shall occur within the ninety (90) days after Shaver (i) suffers a long term or permanent disability pursuant to Subparagraph 8.4(e)(i) above or (ii) resigns from his employment for Good Reason, as applicable; provided, however, the closing shall not occur prior to the determination of the Fair Market Value of Shaver's Interest. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company upon reasonable advance notice to the seller. Shaver or his representative shall transfer title to the Interest free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company such documents as reasonably required by the Company to effect the transaction and perfect title to such Interest. The Company shall execute and deliver its Subject Note to Shaver or his representative at closing. The payments to be made to Shaver pursuant to this Section 8.4 are in complete liquidation and satisfaction of all the rights and interest of Shaver (and of all Persons claiming by, through, or under Shaver) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

(i) Repayment from Distributions. No amendments to this Agreement shall be made prior to the payment in full of the entire principal balance and accrued interest under the Subject Note.

**8.5 Company Repurchase Pursuant to Attempted Transfer, Involuntary Buy-Out or Repurchase Event.**

(a) Repurchase Event

. Upon the occurrence of any "**Repurchase Event**" (as defined below), the Company (or other Interest Holders) may purchase and the Interest Holder subject to any such event (the "**Selling Interest Holder**") shall sell all of the Selling Interest Holder's Interest in the Company, for the purchase price and under the terms set forth herein. As used herein, a "**Repurchase Event**" means any of the following:

(i) The attempted Transfer of any Interest by an Interest Holder in violation of the terms of this Agreement or absent the requisite consent of the Members; or

(ii) If any Interest Holder (A) makes a general assignment for the benefit of creditors; (B) is declared insolvent in any state insolvency proceeding; (C) becomes the subject of an order for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et. seq., or successor statute (the "Bankruptcy Code"); (D) becomes a voluntary debtor in a case under Chapter 11 of the Bankruptcy Code and fails to achieve confirmation of a plan of reorganization within one hundred eighty (180) days; (E) becomes an involuntary debtor in a case under either Chapter 7 or 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within ninety (90) days, or, with respect to a Chapter 11 case in which an order for relief is entered prior to the expiration of ninety (90) days, fails to achieve confirmation of a plan of reorganization within one hundred eighty (180) days of the commencement of the involuntary case; or (F) consents to or is subjected to the appointment of a trustee, receiver or liquidator with respect to all or substantially all of its properties, and, where such appointment was contested, there has been a failure to vacate such appointment within ninety (90) days of appointment.

(b) Required Offers

. In the event of any Repurchase Event, the following provisions shall apply:

(i) If the Repurchase Event involves the Interests held by UL/HK, the Interests shall be offered in whole (but not part) to Shaver. Such offer shall allow Shaver twenty (20) days from the receipt of such offer to accept the Membership Interests offered to him, by so notifying UL/HK, the other Members, if any, and the Company in writing of his acceptance. If Shaver does not accept the offer for all of the Interests, the remaining Interests shall be offered to the Company which shall have fifteen (15) days to accept said offer. In no event shall UL/HK be obligated to sell Interests pursuant to this Paragraph 8.5(b)(i) unless all of its Interests are purchased.

(ii) If the Repurchase Event involves the Interests held by Shaver, the Interests shall be offered in whole (but not part), to UL/HK, which shall have twenty (20) days from the receipt of such offer to accept it by notifying the proposing Member and the Company in writing.

(iii) With respect to any Interests not covered by the acceptances stated in the immediately preceding subparagraphs (i) and (ii), the offer shall be repeated to the Company, which shall then have the right (but not the obligation) for a period of twenty (20) days from the date of receipt by it of such notice to accept such offer and purchase all (but not part) of the Interests on the terms and conditions provided herein. Within such twenty (20) day period, the Company shall give written notice to all Members as to whether or not the Company accepts such offer.

(c) Purchase Price

. The purchase price of the Membership Interests subject to offers and acceptances under this Section 8.5 shall be equal to the Profits of the Company for its Fiscal Year which ends immediately prior or simultaneously with the Repurchase Event computed in accordance with GAAP, multiplied by the percentage of the Interest of the Company being sold. If the purchase price so determined of the Selling Interest Holder's Interest is zero or a negative amount, then the purchase price shall be One Hundred Dollars ($100.00).

(d) Closing

. The parties to an accepted offer shall be bound to close in accordance therewith; otherwise, there shall be no obligation on the part of the parties to this Agreement to purchase Membership considered offered pursuant to Paragraph 8.5(b). Closing shall occur within sixty (60) days of exercise of the acceptance of the offer, or, if more than one sale will close, then within sixty (60) days of acceptance of the last offer. The place for closing thereunder shall be the principal office of the Company (or such other place as the parties may agree), and the date and time thereof shall be reasonably determined by the Company (even if it is not the purchaser) upon reasonable advance notice to the seller and, if the purchaser is not the Company, to the purchaser. The purchase price for all sales of Interests pursuant to this Section 8.5 shall be paid by the same method of payment as in Paragraph 8.4(c) above, except that the first installment under the Note shall be due and payable thirty (30) days after the date of the Note. All closings resulting from a Repurchase Event shall take place simultaneously. The Selling Interest Holder shall transfer title to the Interest free and clear of all claims, liens, encumbrances, and options and shall execute and deliver to the Company or other purchaser such documents as reasonably required by such purchaser to effect the transaction and perfect title to such Interest. The Company and each purchasing Member shall execute and deliver its Note to the Selling Interest Holder at closing. The payments to be made pursuant to this Section 8.5 are in complete liquidation and satisfaction of all the rights and interest of the affected Interest Holder (and of all Persons claiming by, through, or under the Interest Holder) in and in respect of the Company, including, without limitation, any Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Interest Holders, and constitutes a compromise to which all Interest Holders have agreed.

**8.6 Interests in an Interest Holder**

. An Interest Holder that is not a natural person may not cause or permit an interest, direct or indirect, in itself to be Transferred of such that, after the Transfer, the Company would be considered to have terminated within the meaning of Code Section 708.

**8.7 Withdrawal**

. A Member does not have the right or power to withdraw from the Company as a Member except in connection with a Transfer of the entirety of such Interest Holder's Interests in accordance with this Agreement.

**8.8 Disassociation**

. Neither the death (nor, in the case of a corporation or other organization, the liquidation), insanity, retirement, resignation, nor expulsion of a Member, nor other event of dissociation or withdrawal as respects a Member (in any such case, a "**disqualification**") shall constitute a breach hereof. In the event of any such event, the Company shall not automatically dissolve and shall dissolve only upon the vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests of the Members, and if so determined within ninety (90) days of such disqualification, the Company shall dissolve. If dissolved, the Company may be reconstituted upon such terms and conditions

as the Members interested in continuing may in good faith determine, and all Members (other than the Member subject to the disqualification) shall join in such reconstitution, except that no Member shall be required to become a Manager in the absence of such Member's consent.

**8.9 Members**

. Each Member (i) affirms that he or it has purchased and now holds his or its Interest in the Company for his or its own account, solely for investment and not with an intention of distributing, dividing, or reselling the same and holds the Membership Interests as set forth in Schedule "A" hereto, and (ii) acknowledges that his or its interest in the Company has not been registered under the federal or any state securities laws and therefore cannot be resold unless it is registered under the federal and all applicable state securities laws or exemptions from such registrations are available. The whole or any portion of the Membership Interest of a Member may be Transferred only consistent with such affirmation and acknowledgment, and provided, however:

(a) no such Transfer shall be made to any Person not lawfully empowered to own such interest, or to anyone who is incompetent or has not attained his majority;

(b) except as otherwise provided herein, no such Transfer shall be made but with the unanimous written consent of the Managers and all other Members, who shall under no circumstances be obliged to give such consent;

(c) such Member, and the person to whom such Transfer is made, shall execute, swear to, and deliver to the Managers such instruments in connection with the Transfer as are in form and content satisfactory to the Managers;

(d) no such Transfer shall be effective if it would result in (i) a termination of the Company for purposes of federal income taxation; or (ii) a violation of any federal or state securities laws, except that in case (i) such Transfer shall be effective if consented to by all of the Members other than any person interested in such Transfer; and

(e) any such Person to whom such Transfer is made (including any such person who purchases such interest in the Company upon foreclosure of a pledge or security interest) shall not become a substituted Member within the meaning of the Act with respect to such Member's interest except pursuant to the provisions of this Section 8.9.

An assignee who does not become a substituted Member is only entitled to receive that portion of the distribution of Distributable Cash to which his assignor would otherwise be entitled; all other rights incident to the interest so assigned shall be repurchased from the assignor and the assignor shall sell and convey such other rights to the Company for the sum of One Hundred Dollars ($100.00), at the request of the Company, except as otherwise provided in this Agreement.

**8.10 Admission of Additional Members**

. Upon the approval of Members pursuant to Section 3.5(d) above, the Company may admit additional persons as Members from time to time upon subscription by such prospective Member and acceptance in the sole discretion of the Managers. Any such prospective Member shall execute, swear to and deliver to the Company such instruments as are in form satisfactory to the Managers, and shall, upon execution thereof, contribute cash or other property or services to the Company in the amount set forth in such subscription. No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Company may, at the option of the Manager, close the books of

the Company (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new Member for that portion of the tax year in which a new Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder.

8.11 **Determination of Fair Market Value.**

(a) The "Fair Market Value" shall be determined as follows: the Company shall engage, as approved by the Board of Managers, a disinterested independent "qualified" appraiser (an "**Appraiser**") to determine the fair market value of the Company, taken as a whole, in accordance with the following provisions:

The term "**Fair Market Value**" shall mean the highest price for cash which the Company will bring in a competitive and open market under all conditions requisite to a fair sale with the buyer and seller each acting prudently and knowledgeably, and assuming such price is not affected by undue stimulus, and further assuming that: (i) buyer and seller are typically motivated; (ii) both parties are well-informed or well-advised and are each acting in what it considers its own best interest; (iii) a reasonable time is allowed for exposure on the open market; and (iv) payment is made in cash.

In calculating the "Fair Market Value," the Appraiser shall also take into account the retained earnings of the Company and such other factors as such Appraiser deems appropriate, including other financial information of the Company for such time period as such Appraiser deems is appropriate, the potential value of the Company, the prospects of the Company and the industries in which it competes.

For the avoidance of doubt, the purchase price for Shaver's Interest shall not take into account (i) the fact that such Interest represents a minority interest, (ii) any lack of marketability of such Interest, (iii) any restrictions on the transfer thereof, or (iv) any other discounts.

The Appraiser shall be instructed to furnish, within thirty (30) days after its selection, a written determination of the Fair Market Value as of the date of death of Shaver or the date that Shaver suffers a long term or permanent disability or the effective date of Shaver's resignation for Good Reason, as applicable (the "Appraisal").

(b) Second Appraiser. If Shaver or his legal representative does not agree with the Appraisal as determined by the Appraiser selected by the Company, then upon written notice from Shaver or his legal representative, such legal representative or Shaver shall, within ten (10) days after the date of such notice, select an Appraiser to determine the Fair Market Value within thirty (30) days after such Appraiser's selection.

If the higher of the two Appraisals does not exceed 110% of the lower Appraisal, then the Fair Market Value shall be the average of the two Appraisals.

If the higher of the two Appraisals is greater than 110% of the lower Appraisal, then the two Appraisers shall, within ten (10) days after the issuance of the second Appraisal, select a third Appraiser to determine the Fair Market Value.

The third Appraiser shall be instructed to issue a written Appraisal within thirty (30) days after its selection. The average of the two Appraisals, which have a Fair Market Value closest to each other, shall be the Fair Market Value.

(c) Cost of Appraisers. If one Appraiser is used, the Company shall pay the cost of such Appraiser. If two Appraisers are used, then the Company and Shaver or his legal representative

shall pay the cost of their respective Appraiser. If a third Appraiser is required, the Company and Shaver or his legal representative shall share the cost of the third Appraiser equally.

An Appraiser shall be "qualified" if he or she has no less than ten (10) years' experience in the appraisal of businesses comparable to the Company.

## ARTICLE IX

## DISSOLUTION AND WINDING-UP OF THE COMPANY

### 9.1 Dissolution

. The Company shall be dissolved (a) upon the vote of Members who own at least seventy-five percent (75%) of the then issued and outstanding Membership Interests of the Members that it would be in the best interest of the Company to dissolve, either pursuant to Section 8.8 or otherwise; (b) the occurrence of an event resulting in cessation of ownership of the last remaining Member, as defined in Section 14-11-601.1 of the Act; or (c) the entry of a decree of judicial dissolution or the execution of a certificate of dissolution by the Secretary of State pursuant to the Act. In the event the Company is liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, but such liquidation does not constitute or result in a dissolution of the Company, the assets of the Company need not actually be applied and distributed as herein provided, but instead the Company shall be deemed to have distributed its assets as herein provided, subject to appropriate shares of liabilities of the Company, and the Members shall be deemed immediately thereafter to have recontributed such assets to the Company, subject to such shares of liabilities, and the business and affairs of the Company shall be deemed valid and adopted ab initio by the Company.

### 9.2 Proceeds of Winding Up

. Upon the dissolution of the Company, in the absence of reconstitution, the Liquidating Managers shall first file a statutory statement of commencement of winding up and then take full account of the Company's assets and liabilities. The assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof and the proceeds therefrom, to the extent sufficient therefor, shall be applied first to all debts and obligations of the Company, including to Members, next to the establishment pending liquidation of a reasonable reserve for contingencies, and finally to distributions to the Members in the manner set forth in Section 7.3. The Liquidating Managers shall be authorized to sell any, all or substantially all of the assets of the Company for deferred payment obligations, and to hold, collect and otherwise administer any such obligations or any other deferred payment obligations held or acquired as assets of the Company, regardless of the terms of such obligations.

### 9.3 Liquidation

. A reasonable time, including without limitation any time required to collect deferred payment obligations, shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidating Managers to minimize the normal losses attendant upon the liquidation. Each of the Members shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation. Upon the Liquidating Managers' compliance with the foregoing distribution plan, the Members shall execute, acknowledge, swear to and cause to be filed a certificate of termination of the Company. Neither the Liquidating Managers nor any Member shall be personally liable for the return of the original investment or contributions of the Members, or any portion thereof. Any such return shall be made solely from Company assets and in accordance with the express provisions hereof.

## ARTICLE X

## BOOKS OF ACCOUNT, ACCOUNTING, REPORTS, RETURNS FISCAL YEAR AND TAX ELECTIONS

**10.1 Books of Account**

. The Company's books and records shall be maintained at a place determined by the Managers. Subject to such reasonable procedural standards as may be established by the Members or Managers, from time to time, each Interest Holder shall, upon reasonable request, have access thereto, for any purpose reasonably related to the requesting Interest Holder's interest as an Interest Holder in the Company, at any time during ordinary business hours. The books and records shall be kept in accordance with the method of accounting, selected by the Managers, applied in a consistent manner, and shall reflect all Company transactions and be appropriate for the Company's business. The Interest Holders agree to maintain the confidential nature of the information contained in the books and records of the Company.

**10.2 Reports and Accounts**

. As soon as reasonably practicable after, and in all cases within three (3) months following the end of each fiscal year, each Interest Holder shall be furnished with a statement of profit or loss in respect of such year, prepared in accordance with Section 10.1 and, if so determined by the Majority Vote of the Members, audited by an independent certified public accountant selected by the Managers. Copies of all federal and state limited liability company income tax returns prepared by the Company shall be available to each Interest Holder, and copies of appropriate distributive share schedules thereto shall be furnished to each Interest Holder.

**10.3 Tax Returns**

. The Company will file all income tax and other returns which the Company may be required to file under the laws of the United States, any State or other political subdivision thereof, or any other jurisdiction, and will provide to each Interest Holder such information concerning the Company's assets, Profits or Losses which may be reasonably required to prepare any tax returns required of such Interest Holder by any such jurisdiction. In preparing such returns or providing such information, the Company will make such adjustments to its books and records or keep supplemental books and records which are reasonably required to comply with the statutes, regulations or other requirements of any jurisdiction and which are not consistent with the requirements of the Code or Regulations.

**10.4 Tax Matters Partner**

**; Partnership Representative**.

(a) For all purposes permitted or required by the Code, the Members constitute and appoint Shaver as tax matters member (defined as the "Tax Matters Partner" in Section 6231(a)(7) of the Code) for periods not governed by the BBA Partnership Audit Rules (the "**Tax Matters Member**"). The Tax Matters Member shall be entitled to reimbursement by the Company for all expenses reasonably incurred by it acting as the Tax Matters Member. The Tax Matters Member may resign at any

time by giving written notice to the Board of Managers. Upon the resignation of the Tax Matters Member, a new Tax Matters Member may be elected by the Board of Managers.

(b) The Members acknowledge that Subchapters C and D of Chapter 63 of the Code have been repealed, and that Chapter 63 of the Code has been amended, by Section 1101 of the Bipartisan Budget Act of 2015 to be effective with respect to taxable years beginning after December 31, 2017. Effective as of January 1, 2018, Shaver shall be designated the "partnership representative" as that term is used in Section 6223(a) of the Code as amended by the Bipartisan Budget Act of 2015 (the "**Partnership Representative**"). The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in all disputes, controversies or proceedings with the Internal Revenue Service, and is authorized to make any available election with respect to the BBA Partnership Audit Rules and take any action it deems necessary or appropriate to comply with the requirements of the Code and to conduct the Company's affairs with respect to the BBA Partnership Audit Rules. Each Member and former Member shall cooperate fully with the Partnership Representative with respect to any such disputes, controversies or proceedings with the Internal Revenue Service, including providing the Partnership Representative with any information reasonably requested to comply with and make elections under the BBA Partnership Audit Rules.

**10.5 Tax Elections**

. The Managers shall have the discretion and authority to make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law; (a) to adjust the basis of Company property pursuant to Code Sections (754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of interests in the Company and Company distributions in the manner provided in Regulations Section 1.754-1(b); (b) to extend the statute of limitations for assessment of tax deficiencies against the Interest Holders with respect to adjustments to the Company's federal, state, or local tax returns; and (c) to the extent provided in Code Sections 6221 through 6231, to represent the Company and the Interest Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company and the Members, in their capacities as Members, and to file any tax returns and to execute any agreements or other documents relating to or affecting such tax matters, including agreement or other documents that bind the Interest Holders with respect to such tax matters or otherwise affect the rights of the Company and Interest Holders.

## ARTICLE XI

## CERTIFICATES

**11.1 Form of Certificates.**

(a) The Company may deliver certificates representing the Interest to which all Interest Holders are entitled

. Certificates representing Interests of the Company shall be in such form as shall be approved and adopted by the Managers and shall be numbered consecutively and entered in the records of the Company as they are issued. Each certificate shall state on the face thereof that the Company is organized under the laws of the State of Georgia, the name of the Interest Holder and the percentage of Interest, Each certificate shall also set forth on the back thereof a full or summary statement of matters required by the Act, the Certificate or this Agreement to be described on certificates representing Interest, and shall contain a conspicuous statement on the face thereof referring to the matters set forth on the back thereof.

(b) Certificates shall be signed by one or more of the Managers, or the Chief Executive Officer or the President, and may be sealed with the seal of the Company

. Either the seal of the Company or the signatures of the Manager(s), or both, may be facsimiles. In case any Manager who has signed, or whose facsimile signature or signatures have been used on such certificate or certificates, shall cease to be a Manager of the Company, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Company or its agents, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed the certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be a Manager of the Company.

**11.2 Lost Certificates**

. The Company may direct that a new certificate be issued in place of any certificate theretofore issued by the Company alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing the issue of a new certificate, the Managers in their discretion and as a condition precedent to the issuance thereof, may require the owner of the lost or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or give the Company a bond in such form, in such sum, and with such surety or sureties as it may direct as indemnity against any claim that may be made against the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

**11.3 Transfer of Certificates**

. Certificates representing an Interest shall be transferable, subject to the provisions of Article VIII, only on the records of the Company by the holder thereof in person or by his duly authorized attorney. Subject to any restrictions on transfer set forth in the Certificate or this Agreement or any agreement among Interest Holders to which this Company is a party or has notice, upon surrender to the Company of a certificate representing an Interest duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

**11.4 Registered Interest Holders**

. Except as otherwise provided in the Act or other Georgia law, the Company shall be entitled to regard the Interest Holder in whose name any certificates issued by the Company are registered in the records of the Company at any particular time as the owner of such Interest and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Interest on the part of any other person, whether or not it shall have express or other notice thereof.

## ARTICLE XII

## APPLICABLE LAW; WAIVER OF RIGHT TO JURY TRIAL AND PROCEDURAL DEFENSES

**12.1 Applicable Law; Waiver of Right to Jury Trial And Procedural Defenses**

. The parties executing this Agreement acknowledge that the part of the negotiations and anticipated performance of this Agreement occurred or shall occur, and that this Agreement is executed, in the City of Atlanta, Fulton County, Georgia, and that, therefore, the parties irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought only

in the courts of record of the State of Georgia in Fulton County or the District Court in the Northern District of Georgia in Atlanta, Georgia; (b) consent to the exclusive jurisdiction of said court in any such suit, action or proceeding; (c) waive any objection which any party may have to the venue of any such suit, action or proceeding in any of such courts under any statute or law of any jurisdiction; (d) waive any right to a jury trial; (e) waive any argument by either party based on an assertion that the opposing party lacks capacity to sue, including, without limitation, an argument based on a party's failure to register to do business in any jurisdiction; and (f) agree that Georgia law (without regard to any choice of law doctrines that might otherwise invoke the substantive or procedural law of any other jurisdiction) shall govern the interpretation of this Agreement and the rights and duties of the parties hereto. This provision is intended to focus the resolution of any dispute on the substance of such dispute without causing undue delay or expense from arguments concerning procedure. It is not intended to prevent a party from having sufficient time and notice to respond to a dispute.

## ARTICLE XIII

## MISCELLANEOUS

### 13.1 Contributions Under a Guaranty

. In the event that a lender requests payment of any Interest Holder or Interest Holders under a guaranty, or any Interest Holder advances funds to the Company to (a) pay the debts and liabilities of the Company as they come due; (b) preserve the assets of the Company; (c) prevent a default under the terms of any loan arrangement secured by the assets of the Company; or (d) pay taxes or other amounts owing to prevent liens from being asserted against the Property or the assets of the Company, the Interest Holders agree to share in such payment demands and/or advances pro rata based on the Interest Holders' Interests. The Interest Holders from whom the lender did not request payment or who did not make advances agree to pay their pro-rata share of such payment requests and advances to the Interest Holder or Interest Holders who made payment to the lender or made advances. All payments and advances made hereunder shall be deemed additional Capital Contributions.

### 13.2 Waiver of Partition

. Each of the parties hereto irrevocably waives during the term of the Company any right to maintain any action for partition with respect to the property of the Company.

### 13.3 Power of Attorney

. Each Interest Holder irrevocably constitutes and appoints each of the Managers as his or its true and lawful attorney-in-fact and agent, with full power and authority in such Interest Holder's name, place and stead, to execute, acknowledge, swear to, file, deliver and record in the appropriate public offices any and all amendments to this Agreement, certificates, instruments, and documents as may be required or appropriate to the Interest of any Interest Holder pursuant to this Agreement. Each Interest Holder hereby gives said attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite or necessary to be done in and about the foregoing as fully as such Interest Holder might or could do if personally present, and each Interest Holder hereby ratifies and confirms all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. It is expressly understood and intended by each Interest Holder that the grant of the foregoing power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any assignee of all or any part of his or its Interest. The foregoing power of attorney shall survive the death, legal incapacity, bankruptcy, dissolution, or insolvency of any Interest Holder during the term hereof and shall survive the delivery of any assignment or transfer by any Interest Holder of the whole or any portion of his or its Interest, and any assignee of an Interest Holder does

hereby constitute and appoint each of the Managers as his or its attorney-in-fact and agent in the same manner and force and for the same purposes as the assignor.

### 13.4 Entire Agreement; Amendments

. This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter hereof, and this Agreement amends, restates and supersedes the Original Operating Agreement in its entirety. This Agreement may only be amended with the unanimous written consent of the Members.

### 13.5 Acceptance of Prior Acts by New Members

. Each person becoming a Member, by becoming a Member, ratifies all action duly taken by the Company, pursuant to the terms of this Agreement, prior to the date such person becomes a Member.

### 13.6 Notices

. Except as specifically provided in Section 3.17 and 4.6 above, any notice, payment, demand or communication required or permitted to be given by the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or if sent by Federal Express or similar overnight courier service or by registered mail, postage and charges prepaid, to the address of an Interest Holder as shown on the records of the Company, or to such other address as shall be furnished in writing by any party to another. Unless actual receipt of a notice is required by an express provision hereof, any such notice shall be deemed to be effective as of the earliest of (a) the date of delivery, or (b) as applicable, either (i) the first business day following the date of deposit with a qualified courier service, or (ii) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

| NAME: | ADDRESS: |
|---|---|
| ROBERT C. SHAVER | 620Hasty Trail<br>Canton, GA 30115 |
| UNIQUE LOGISTICS HOLDINGS LIMITED | Unit B & D, 4th Floor<br>Sunshine Kowloon Bay Cargo Centre<br>59 Tai Yip Street<br>Kowloon Bay, Kowloon, Hong Kong |

### 13.7 Paragraph Headings and Pronouns

. Paragraph and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the context shall be require.

### 13.8 Severability

. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

### 13.9 Agreement for Further Execution

. At any time or times upon the request of the Managers, or if applicable, the Liquidating Managers, the Members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of such certificate whenever such amendment or cancellation is required by law or by this Agreement, and to cause the filing of any of the same for record wherever such filing is required by law.

### 13.10 Counterparts

. This Agreement may be executed in multiple counterparts, each counterpart consisting of a set of textual pages and one or more signature pages signed by one or more parties and all counterparts collectively exhibiting the signatures of all parties. Each set of such counterparts shall constitute one agreement and be deemed an original of such agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

### 13.11 Time

. Time is of the essence of this Agreement.

### 13.12 Contracts with Related Parties

. Nothing in this Agreement or in law shall prevent or be construed to prevent any of the Members, or any person related to any Member, from dealing with the Company as to any matter whatever, provided the terms of such dealing are fair, reasonable and fully disclosed to all parties of interest.

### 13.13 Characterization of Certain Payments.

(a) This Agreement contemplates that payments to Members designated herein or elsewhere as "interest," "principal" or "compensation for services," or in language of like tenor, are properly characterized as payments to Members other than in their capacities as Members, and consequently such payments are not contemplated as within the scope of Article VII, nor shall they affect any Capital Accounts maintained pursuant to the Appendix, except as may be specifically provided to the contrary

. Should payments of such "interest" or "compensation" be recharacterized as payments to Members as such, then the same shall be considered as "guaranteed payments," within the meaning of Section 707(c) of the Code, if applicable, or as special allocations of ordinary gross income. If and to the extent considered "guaranteed payments," such payments shall remain without the scope of Article VII and the Appendix, while if and to the extent considered special allocations of ordinary profits, such payments shall be reflected as special allocations to the respective recipients of ordinary profits in amounts equal to such payments for the periods in which the same are paid or otherwise properly accounted for, and as distributions of such amounts, and the recipients' Capital Accounts shall be increased and decreased accordingly. If and to the extent that such "principal" payments are recharacterized as payments to Members as such, they shall remain without the scope of Article VII, the amounts advanced in respect thereof shall be reflected as additional contributions to the capital of the Company, the payments themselves shall be reflected as distributions, and the recipients' Capital Accounts shall be increased and decreased accordingly. In any recharacterization situation, the provisions of Article VII and the Appendix shall continue to apply as written to all items and amounts not specifically provided for herein.

(b) This Agreement further contemplates that no interest income will be imputed to the Company in respect of required contributions from Interest Holders

. Should any such interest income be imputed as to any contribution, the amount of such contribution shall, for purposes of this Agreement, be considered to be the amount contributed net of such imputed interest amount, and the interest income so imputed shall be allocated to the contributor, so that the collective Capital Accounts effect will be an increase in the contributor's Capital Accounts for the entire amount paid in, inclusive of imputed interest.

(c) This Agreement further contemplates that in the event that any "tax-exempt entity" within the meaning of Section 168(h) of the Code is an Interest Holder in the Company, Company accounting items thereby affected shall be allocated, insofar as practicable, so as not to affect amounts allocated to Interest Holders who are not such entities.

**13.14 No Usury**

. Notwithstanding any other provision of this Agreement, no interest charge or other charge for the use of money shall be imposed hereunder which exceeds the maximum rate permitted to be imposed under applicable law. Any provision hereof which, absent this Section 13.14, would impose a specific such charge shall be interpreted to impose a charge equal to the lesser of such specified charge or the maximum so permitted.

**13.15 No Brokers**

. Each Member hereby represents and warrants to the other that no broker, finder, or other person performing similar services is entitled to any commission, fee or other compensation on account of the Members' entry into this Agreement, and each Member hereby agrees to indemnify all other Members from and against any such commissions, fees or other compensation as may be claimed on account of dealings between the claimant and the indemnifying Member.

**13.16 Copies Reliable and Admissible**

. This Agreement shall be considered to have been executed by a person if there exists a photocopy or facsimile copy (or a photocopy of a facsimile copy) of an original hereof (or of a counterpart hereof) which has been signed by such person. Any photocopy or facsimile copy (or photocopy of a facsimile copy) of this Agreement or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original. Any signature page to this Agreement received via electronic mail in portable document format shall be deemed to be an original signature and shall be binding on the Members and the Company.

**13.17 Waivers**

. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**13.18 Rights and Remedies Cumulative**

. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**13.19 Heirs, Successors and Assigns**

. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors and assigns.

**13.20 Creditors**

. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

**13.21 Bankruptcy**

. Any trustee in bankruptcy for any Member or Interest Holder shall automatically be bound by the obligations of such Member or Interest Holder hereunder and equally with such Member or Interest Holder shall succeed to the other rights of such Member or Interest Holder when the Company has actual knowledge, to its reasonable satisfaction, of the filing of such petition and shall become a Member or Interest Holder hereunder for such purposes with respect to such Interest upon the re-registration of such Interest in its name.

**13.22 Successive or Overlapping Transactions**

. If a voluntary transaction or transactions, involuntary transaction or transactions, overlap with respect to the same Interest, among categories or within the same category, for purposes of effectuating the provisions of this Agreement giving rise to rights to purchase Interest, effect shall be given to such provisions in the order in which they are activated, with subsequently activated provisions being suspended while each previously activated provision is being effectuated, and when such effectuation is completed, then each subsequently activated provision shall be effectuated only as to any stock not already subject to accepted offers.

**13.23 Permitted Transactions**

. Neither of the following events shall be considered a voluntary or involuntary transaction giving rise to the rights to purchase an Interest under any provision of this Agreement, and, without limitation, each of them shall be permitted (subject, however, to any other applicable provisions of this Agreement):

(a) A merger involving the Company; and

(b) The voluntary or involuntary dissolution of the Company.

**13.24 Legal Fees.** The Company shall pay, or reimburse the Members for. any and all legal fees incurred by the Members in connection with the negotiation, preparation and execution of this Agreement.

IN WITNESS WHEREOF, the Company and the Members have executed, sealed and delivered this Agreement.

Witness

MEMBERS:

ROBERT C. SHAVER

Witness (WONG TO, THOMAS)

**UNIQUE LOGISTICS HOLDINGS LIMITED**

By: _____(SEAL)

Its Authorized Officer

To acknowledge the rights and obligations of the Company under the within Agreement the Company has caused its Chief Executive Officer to set his hand to this Agreement on the date first set forth above.

Witness

COMPANY:

By: _____(SEAL)

ROBERT C. SHAVER
Chief Executive Officer

SCHEDULE "A"

INTEREST HOLDERS' MEMBERSHIP INTERESTS

Names and Membership Interests

Effective Date: July 11, 2018

| Name | Membership Interest |
|---|---|
| UL/HK | 60% |
| SHAVER | 40% |
| TOTAL | 100% |

**APPENDIX**
**to AMENDED AND RESTATED OPERATING AGREEMENT of**
**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

**ITEM I.**
**TAX MATTERS GENERALLY:**

This Appendix is attached to and is a part of the AMENDED AND RESTATED OPERATING AGREEMENT (the "**Agreement**") of **UNIQUE LOGISTICS INTERNATIONAL (ATL), LLC** (the "**Company**"). The provisions of this Appendix are intended to comply with the requirements of Regulations § 1.704-1(b)(2) and Regulations § 1.704-2 with respect to Company allocations and maintenance of capital accounts. For purposes of the application of the Code and the Regulations, the terms "Interest Holder" and "Member" shall have the equivalent meaning to the term "Partner."

**ITEM II.**
**DEFINITIONS:**

Capitalized words and phrases used in this Agreement and in this Appendix shall have the meanings set forth herein. Whenever a term refers to a "Partner" or the "Partnership" in this Appendix or the Agreement, such term shall be synonymous with a "Member" or the "Company," respectively.

"**Adjusted Capital Account Deficit**" means, with respect to an Interest Holder, the deficit balance, if any, in such Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Interest Holder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debt to such Capital Account items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Capital Account**" means the Capital Account maintained for any Interest Holder in accordance with the following provisions:

(a) To each Interest Holder's Capital Account there shall be credited such Interest Holder's Capital Contributions, such Interest Holder's distributive share of Profits, and the amount of any Company liabilities assumed by such Interest Holder or which are secured by any property distributed to such Interest Holder.

(b) To each Interest Holder's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Interest Holder pursuant to any provision of this Agreement, such Interest Holder's distributive share of Losses and the amount of any liabilities of such Interest Holder assumed by the Company or which are secured by any property contributed by such Interest Holder to the Company.

(c) In determining the amount of any liability for purposes of Paragraphs (a) and (b) of this definition, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(d) In the event any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(e) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Interest Holder pursuant to Article IX of the Agreement upon the dissolution of the Company. The Managers shall adjust the amounts debited or credited to the Capital Accounts with respect to (i) any property contributed to the Company or distributed to an Interest Holder, and (ii) any liabilities which are assumed by the Company or an Interest Holder, in the event the Managers determines such adjustments are necessary or appropriate pursuant to Regulations Section 1.704-1(b)(2)(iv). The Managers shall also make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"**Capital Contribution**" means, with respect to any Interest Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company by such Interest Holder.

"**Depreciation**" means, for each taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"**Fiscal Year**" means (i) the period commencing on the Effective Date and ending on December 31, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to the Agreement and this Appendix.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by an Interest Holder to the Company shall be the gross fair market value of such asset, as determined by the contributing Interest Holder and the Managers, provided that, if a Manager is the contributing Interest Holder, the determination of the fair market value of the contributed asset shall require the consent of the other Managers, if any, or Members (other than the contributing Manager, if the contributing

Manager is also a Member) holding at least fifty-one percent (51%) of the Membership Interests then held by all of the Members (excluding any Membership Interests held by the contributing Manager), if none;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) the acquisition of an Interest or an additional interest in the Company by any new or existing Interest Holder in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to an Interest Holder of more than a de minimis amount of Company property or money as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, adjustments pursuant to clauses (i) and (ii) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Interest Holders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Interest Holder shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Managers, provided that, if a Manager is the distributee Interest Holder, the determination of the fair market value of the distributed asset shall require the consent of the other Managers, if any, or Members (other than the distributee Manager, if the distributee Manager is also a Member) holding at least fifty-one percent (51%) of the Membership Interests then held by the Members (excluding any Membership Interests held by the distributee Manager), if none;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (e) of the definition of "Profits" and "Losses" and Paragraph III(A)(7) hereof; provided, however, Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent the Manager determines that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d); and

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this definition, such Gross Asset Value shall thereafter be adjusted by any Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"**Nonrecourse Deductions**" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

"**Nonrecourse Liability**" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"**Partner Nonrecourse Debt**" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

"**Partner Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"**Partner Nonrecourse Deductions**" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"**Partnership Minimum Gain**" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"**Profits**" and "**Losses**" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(d) Gain or loss resulting from any disposition of Company property, and Depreciation with respect to such property (in lieu of any depreciation, amortization or other cost recovery deductions taken into account in computing such taxable income or loss) shall be computed with reference to the Gross Asset Value of such property notwithstanding that such Gross Asset Value differs from the adjusted tax basis of such property;

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of an Interest Holder's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(f) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Paragraphs III(A) and III(3) of this Appendix shall not be taken into account in computing Profits or Losses. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Paragraphs III(A) and III(B) of this Appendix shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (e) above.

"**Regulations**" means the Treasury Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

**ITEM III.**
**SPECIAL AND TAX ALLOCATIONS:**

A. **Special Allocations**. The following special allocations shall be made in the following order:

1. **Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of Article VII of the Agreement, if there is a net decrease in Partnership Minimum Gain during any Company Fiscal Year, each Interest Holder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Paragraph III(A)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

2. **Partner Nonrecourse Debt Minimum Gain Chargeback**. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of Article VII of the Agreement and this Item In, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Company Fiscal Year, each Interest Holder who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Paragraph III(A)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

3. **Qualified Income Offset**. In the event any Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(1)(4), Section 1.704-1(b)(2)(ii)(4)d), or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Interest Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Interest Holder as quickly as possible, provided that an allocation pursuant to this Paragraph III(A)(3) shall be made only if and to the extent that such Interest Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in Article VII of the Agreement and this Paragraph III(A) have been tentatively made as if this Paragraph III(A)(3) were not in the Agreement.

4. **Gross Income Allocation**. In the event any Interest Holder has a deficit Capital Account at the end of any Company Fiscal Year which is in excess of the sum of (i) the amount such Interest Holder is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Interest Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Interest Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Paragraph III(A)(4) shall be made only if and to the extent that such Interest Holder would have a deficit Capital Account in excess of such

sum after all other allocations provided for in Article VII of the Agreement and this Item III have been made as if Paragraph III(A)(3) hereof and this Paragraph III(A)(4) were not in the Agreement.

5. **Nonrecourse Deductions**. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Interest Holders in proportion to their Interests.

6. **Partner Nonrecourse Deductions**. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Interest Holder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

7. **Code Section 754 Adjustment**. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)g or Regulations Section 1.704-1(b)(2)(iv)(m)@), to be taken into account in determining Capital Accounts as the result of a distribution to an Interest Holder in complete liquidation of his or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Interest Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Interest Holders to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

B. **Curative Allocations**. The allocations set forth in Paragraph 7.2(b) of the Agreement and in Paragraph III(A) hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Interest Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Paragraph III(B). Therefore, notwithstanding any other provision of Article VII of the Agreement and this Item III (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner he determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 7.2 and 7.3 of the Agreement. In exercising the discretion granted under this Paragraph III(B), the Managers shall take into account future Regulatory Allocations under Paragraphs III(A)(1) and III(A)(2) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Paragraphs III(A)(5) and III(A)(6).

C. **Other Allocation Rules**.

1. The Interest Holders are aware of the income tax consequences of the allocations made by Article VII of the Agreement and this Item III and hereby agree to be bound by the provisions of Article VII of the Agreement and this Item III in reporting their shares of Company income and loss for income tax purposes.

2. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

3. Solely for purposes of determining an Interest Holder's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Regulations Section 1.752-3(a)(3), the Interest Holders' interests in Company profits are in proportion to their Interests.

4. To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor not to treat distributions of Distributable Cash as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt.

D. **Tax Allocations: Code Section 704(c)**.

1. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

2. In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

3. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Paragraph III(D) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Interest Holder's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

**[END OF APPENDIX]**

**Exhibit C**

**UL ATL Financial Statements**

1. UL ATL's Financial Statements do not reflect potential consideration that could be become payable to Ginger Seabrook pursuant to that certain Unique Logistics International Incentive Compensation Plan, effective January 1, 2015. A copy of which has been provided to Buyer.

2. See Financial Statements attached hereto.

**EXHIBIT D**

**Assignment of LLC Interest**

[*Attached*]

**ASSIGNMENT OF LLC MEMBERSHIP INTERESTS**

THIS ASSIGNMENT OF LLC MEMBERSHIP INTERESTS (this "**Assignment**") is entered into as of May 29 , 2020 (the "**Effective Date**") by and between ROBERT C. SHAVER, an individual resident of the State of Georgia ("**Seller**"), and UNIQUE LOGISTICS HOLDINGS, INC., a Delaware corporation ("**Buyer**"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in that certain Securities Purchase Agreement between the parties of even date herewith (the "**Purchase Agreement**").

RECITALS:

A. Seller owns forty percent (40%) of the outstanding membership interests (the "**UL ATL Membership Interests**") in Unique Logistics International (ATL) LLC, a Georgia limited liability company (the "**Company**").

B. Seller and Buyer have agreed to the sale and transfer of the UL ATL Membership Interests pursuant to the Purchase Agreement.

C. Seller desires to transfer the UL ATL Membership Interests to Buyer, and Buyer desires to accept the UL ATL Membership Interests from Seller, by entering into and executing this Assignment.

For and in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment; Assumption. Seller hereby sells, transfers, and assigns to Buyer, and Buyer hereby accepts and assumes from Seller, all of Seller's right, title and interest in and to the UL ATL Membership Interests, free and clear of all Encumbrances.

2. Further Assurances. Each party shall, at the reasonable request of the other party hereto from time to time, whether on or after the date hereof, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such further assignments, transfers, assumptions, conveyances, and assurances as may be reasonably necessary to effect or acknowledge the transfer of Seller's ownership interest in the UL ATL Membership Interests.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Relation to Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained herein is intended or shall be deemed to supersede, amend, enlarge, or rescind any of the obligations, agreements, covenants, or warranties of any party contained in the Purchase Agreement. In the event of any inconsistency

between the terms of the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall govern and control.

5. Headings. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**SELLER**:

ROBERT C. SHAVER

**BUYER**:

UNIQUE LOGISTICS HOLDINGS, INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**SELLER**:

_____

ROBERT C. SHAVER

**BUYER**:

UNIQUE LOGISTICS HOLDINGS, INC.

By: _____ SUNANDAN RAY

Title: CEO

[*Signature Page to Assignment of LLC Membership Interests*]

**EXHIBIT E**

**Non-Compete Agreement**

[*Attached*]

**NON-COMPETE, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT**

THIS NON-COMPETE, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT ("Agreement") dated as of May 29 , 2020 (the "Effective Date"), by and between **ROBERT C. SHAVER**, an individual ("Shaver"), and **UNIQUE LOGISTICS HOLDINGS, INC.**, a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica , NY 11434 ("ULH" or the "Company"). Each of Shaver and ULH may be referred to hereinafter, individually, as a "Party" and together, the "Parties".

**WITNESSETH**:

**WHEREAS**, Shaver has been employed in the global logistics and freight forwarding business (the "Business"); and

**WHEREAS**, Shaver was the minority owner of Unique Logistics International (ATL) LLC, a Georgia limited liability company ("UL ATL"); and

**WHEREAS**, pursuant to that certain securities purchase agreement ("Purchase Agreement"), dated on even date herewith, Shaver sold his interests in UL ATL to ULH;

**WHEREAS**, as minority owner of UL ATL, Shaver has been given access to, or otherwise came into contact with certain proprietary and/or confidential information of UL ATL or its clients, and the Parties desire to prevent the dissemination, unauthorized disclosure or misuse of such information; and

**WHEREAS**, as condition to entering into the Purchase Agreement, this Agreement and in consideration of the covenants and agreements set forth herein, ULH shall pay to Shaver and Shaver shall receive the total sum of $500,000 (the "Non-Compete Payment") as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the Parties hereto mutually agree as follows:

1. Covenant Not to Compete.

(a) During the period commencing on the Effective Date and ending three years thereafter (the "Term"), Shaver shall not directly or indirectly, own, manage, engage in, operate, control, work for as an employee, consult with, render services to or for, invest in or participate in a business that is competitive with the Business located in the United States (the "Restricted Territory") other than the Permitted Activities. Notwithstanding anything herein to the contrary, Shaver may hold passive investments in any enterprise if such investment constitutes five percent (5%) or less of the equity of such enterprise.

(b) "Permitted Activities" means Shaver's ownership of, employment with, consulting for and participation in a Business that is located in and operates out of the Republic of Colombia.

(c) As a separate and independent covenant, Shaver further agrees that during the Term, Shaver shall not (i) cause, solicit, induce or encourage any employees of UL ATL (or former employees who had been employed by UL ATL within a six (6) month period prior to any such solicitation or hiring) to leave such employment or hire, employ or otherwise engage any such individual; (ii) cause, induce or encourage any customer, supplier, or licensor of UL ATL(including any person that becomes a customer of UL ATL after the Effective Date) , or any other person who has a material business relationship with UL ATL, to terminate or modify any such relationship as it relates to the Business; or (iii) cause, induce or encourage any Prospective Customer of UL ATL not to do business with UL ATL. "Prospective Customer" means any person or entity which has evidenced an intention to order products or services from UL ATL or with whom UL ATL has had material contact and discussions regarding the ordering of products or services from UL ATL, in each case as of and after the Effective Date.

2. Confidential Information.

(a) Shaver acknowledges that, as a result of Shaver's past association with UL ATL, Shaver has confidential or proprietary information of special value to UL ATL. Subject to Section 2(c), Shaver covenants and agrees that Shaver shall not, directly or indirectly, disclose, reveal, divulge or communicate to any person other than authorized officers, directors, employees, and professional advisors of UL ATL, or use or otherwise exploit for Shaver's own benefit or for the benefit of anyone other than the Company, any Confidential Information. Shaver shall not have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by applicable law; provided, however, that in the event disclosure is required by applicable law, Shaver shall, to the extent reasonably possible and legally permissible, provide the Company with prompt notice of such requirement prior to making any disclosure so that the Company may seek an appropriate protective order, at the Company's sole cost and expense.

(b) "Confidential Information" means any confidential information with respect to UL ATL, including, without limitation, methods of operation, customer lists, products, prices, fees, costs, technology, formulas, inventions, trade secrets, know-how, proprietary software, marketing methods, plans, suppliers, competitors, markets or other specialized information or proprietary matters.

(c) Notwithstanding anything to the contrary in this Section 2, Shaver shall have no obligation hereunder with respect to Confidential Information that (i) is generally available to the public on the Closing Date, (ii) becomes generally available to the public other than as a result of a disclosure not otherwise permissible hereunder or a known breach by a third party of any confidentiality covenants owing by that party to UL ATL, (iii) is independently developed by Shaver without the use of any such information, (iv) is disclosed by a person or entity not subject to restrictions concerning the disclosure of such information, or (v) is required to be disclosed pursuant to court order or other legal process.

(d) With respect to UL ATL's trade secrets, this Section 2 shall apply indefinitely. As to all other Confidential Information, this Section 2 shall expire upon expiration of the Term.

3. Payment.

(a) ULH shall pay the Non-Compete Payment to Shaver in twenty-four equal monthly payments of Twenty Thousand Eight Hundred and Thirty-Three and 33/100 US Dollars ($20,833.33) each. ULH shall make the first payment to Shaver on June 29, 2020, with each succeeding payment to be made on the 29th of each calendar month thereafter until the Non-Compete Payment has been paid in full. The Company shall have no right to set off any amount against the Non-Compete Payment.

(b) If ULH fails to make any Non-Compete Payment and payment of Default Interest, if any, as and when due under this Agreement and for period of 10 days thereafter (a "Default Event"), Shaver, in his sole and absolute discretion, may either (i) accelerate all unpaid amounts of the Non-Compete Payment and declare such payments immediately due and payable or (ii) terminate this Agreement as of the date of such Default Event. Interest at the rate of 12% per annum ("Default Interest") shall be due and payable on all delinquent Non-Compete Payments until paid, which ULH shall pay at the time such delinquent payment is made. For purposes of the foregoing, a Non-Compete Payment shall be deemed delinquent if not paid when due irrespective of any grace period utilized in determining whether such failure to pay constitutes a Default Event. ULH shall only be entitled to utilize the 10-day grace period set forth above two times within any 12-month period following the Effective Date. Accordingly, should there be three or more delinquent Non-Compete Payments within any 12-month period, starting with the third delinquency and extending to any additional delinquencies within such 12-month period, a Default Event shall be deemed to have taken place on the missed payment date.

4. Scope of Coverage. The Parties agree and intend that the covenants contained in Section 1, Section 2, and Section 3 of this Agreement shall be construed as separate covenants.

5. Material Inducement. The covenants of Shaver and the Company set forth in this Agreement constitute a material inducement for Shaver and the Company to execute, deliver and consummate the Purchase Agreement and are an essential element of the acquisition of the business contemplated by the Purchase Agreement and, but for such covenants, neither the Company nor Shaver would not have executed and delivered the Purchase Agreement and would not have been willing to consummate the purchase and sale of UL ATL.

6. Injunctive Relief. Without intending in any way to limit the remedies available to the Company, Shaver hereby acknowledges that the breach, or attempted or threatened breach, of this Agreement by Shaver will result in immediate and irreparable harm to the Company and that damages at law might not be an adequate remedy for the Company, and further acknowledges and agrees that if Shaver breaches any of the covenants contained in this Agreement, the Company may seek injunctive relief in any court of competent jurisdiction to restrain the breach of, or otherwise specifically to enforce, any of such covenants. Such injunctive relief shall be in addition to, and not in lieu of, any other remedies at law or in equity available to the Company.

7. Judicial Amendments; Severability. It is expressly understood and agreed that, although the Company and Shaver consider the restrictions contained in this Agreement to be reasonable for the purpose of preserving for the Company's benefit the proprietary rights, going business value and goodwill of the Business, if a court of competent jurisdiction holds or deems

that any of the separate covenants contained in this Agreement is unenforceable against Shaver in respect of the geographic area, then such unenforceable covenant shall be deemed eliminated from this Agreement for the purpose of such proceedings to the extent necessary to permit the remaining separate covenants to be enforced and such findings shall not affect the enforceability of any of the other separate covenants contained herein. If the court referred to above finds that any covenant or restriction contained in this Agreement is unenforceable for any other reason, then the provisions of such covenant shall not be rendered void but shall be deemed reduced or otherwise amended to the extent such court may judicially determine or indicate to be reasonable and so as to provide the Company, to the fullest extent permitted by applicable law, the benefits intended by this Agreement.

8. Entire Agreement; Assignment. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. The rights and obligations of the Parties hereunder shall inure to the benefit of, and be conclusive and binding, upon each such Party and their respective successors and assigns. Shaver may not assign its obligations hereunder under any circumstances, but the Company may assign its rights hereunder to its Subsidiaries or Affiliates or to any third party that acquires all or substantially all of the assets of the Company.

9. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when transmitted via electronic mail to the e-mail address set out below (with confirmation of receipt), (b) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (c) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective Parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

(a) if to the Company:

Unique Logistics Holdings, Inc.
154-09 146th Avenue, 3-B
Jamaica, NY 11434
Attention: Sunandan Ray, CEO
Email: sunandan.ray.nyc@unique-logistics.com

with a copy to (which shall not constitute notice):

Lucosky Brookman LLP
101 Wood Avenue South
5th Floor
Woodbridge, NJ 08830
Attention: Lawrence Metelitsa
Email: lmetelitsa@lucbro.com

(b) if to Shaver:

Robert C. Shaver
620 Hasty Trail
Canton, Georgia 30115
Email: bshaver1959@gmail.com

with a copy (which shall not constitute notice) to:

James-Bates-Brannan-Groover, LLP
3399 Peachtree RD NE, Suite 1700
Atlanta, GA 30326
Attention: T. Daniel Brannan
Email: dbrannan@jamesbatesllp.com

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one agreement.

11. No Waiver. The failure of a Party to insist, in any one or more instances, upon the strict performance of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right hereunder nor of the future performance of any such terms and conditions.

12. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the Company and Shaver.

13. Gender. All references in the Agreement to the masculine shall be deemed to include, where required or appropriate, the feminine or neuter genders.

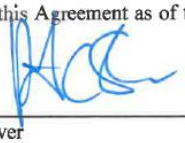
14. Headings. Article, section and paragraph headings are inserted for convenience only and do not form a part of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

16. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

[-signature page follows-]

IN WITNESS HEREOF, the undersigned execute this Agreement as of the date first set forth above.



Robert C. Shaver

**COMPANY:**

Unique Logistics Holdings Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS HEREOF, the undersigned execute this Agreement as of the date first set forth above.

_____
Robert C. Shaver

Unique Logistics Holdings Inc.
a Delaware corporation

By: _____
Name: SUNANDAN RAY
Title: CEO

**EXHIBIT F**

**Amendment to UL ATL Operating Agreement**

[*Attached*]

**FIRST AMENDMENT TO THE**
**AMENDED AND RESTATED**
**OPERATING AGREEMENT OF**

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED OPERATING AGREEMENT (this "**Amendment**") of UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC (the "**Company**") is made and entered into effective as of May 29, 2020 (the "**Effective Date**") by and among the Company, UNIQUE LOGISTICS HOLDINGS LIMITED, a Hong Kong company (**UL/UK**") and ROBERT C. SHAVER, an individual resident of Georgia ("**Shaver**" together with UL/UK, collectively, the "**Members**" and individually, a "**Member**").

**RECITALS**:

A. The parties hereto entered into that certain Amended and Restated Operating Agreement dated July 11, 2018 (the "**Operating Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Operating Agreement.

B. Both of the Members desire to sell their Membership Interests to Unique Logistics Holdings, Inc. pursuant to certain purchase agreements.

C. In connection with such sales, the Members desire to amend the Operating Agreement relating to the allocation of Profit, Loss, income, gain, loss, deduction and credit allocable to any Interest that has been transferred as more fully set forth below.

In consideration of the foregoing premises, the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the undersigned hereby agree as follows:

1. **Amendment of Allocation related to Transfers of Interests**. Section 7.2(d) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

> (d) In the event of a Transfer of Membership Interests during any calendar year made in compliance with the provisions of Article VIII of this Agreement, all items of Profit, Loss, income, gain, loss, deduction and credit attributable to such Membership Interests for such calendar year or portion thereof shall be determined using the interim closing of the books method.

2. Remaining Terms Unaffected. Except for the amendments to the Operating Agreement set forth in this Amendment, all other provisions of the Operating Agreement shall remain in full force and effect and are incorporated in this Amendment as if fully set forth herein.

3. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without giving effect to principles of conflicts of laws.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has executed this Amendment, or caused this Amendment to be executed on its behalf, under seal, effective as of the Effective Date.

**THE COMPANY:**

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

By:_____

Title: Robert C. Shaver, Chief Executive Officer

**MEMBERS:**

_____(SEAL)
Robert C. Shaver

UNIQUE LOGISTICS HOLDING LIMITED, a Hong Kong corporation

By: _____(SEAL)

Title: _____

IN WITNESS WHEREOF, each party hereto has executed this Amendment, or caused this Amendment to be executed on its behalf, under seal, effective as of the Effective Date.

**THE COMPANY:**

**UNIQUE LOGISTICS INTERNATIONAL (ATL) LLC**

By:_____

Title: _____

**MEMBERS:**

_____(SEAL)
Robert C. Shaver

UNIQUE LOGISTICS HOLDINGS LIMITED, a Hong Kong company

By: _____(SEAL)

Title: LEE, PATRICK MAN BUN

Signature Page of First Amendment to Amended and Restated Operating Agreement of Unique Logistics International (ATL) LLC

**EXHIBIT G**

**Indemnity Agreement**

[*Attached*]

**EXECUTION VERSION**

# INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is entered into as of the 29th day of May, 2020 by and among Robert C. Shaver, a resident of the State of Georgia ("Shaver"), Unique Logistics International (ATL), LLC, a Georgia limited liability company (the "Company"), and Unique Logistics Holdings, Inc., a Delaware corporation ("ULH").

## RECITALS

WHEREAS, Shaver and ULH have entered into that certain Securities Purchase Agreement dated as of May 29, 2020 in connection with the sale and purchase of the membership interests in the Company owned by Shaver to ULH ("Purchase Agreement");

WHEREAS, in connection with the execution of the Purchase Agreement, ULH and Unique Logistics Holdings Limited, a Hong Kong corporation ("UL/HK"), have entered into that certain Securities Purchased Agreement dated as of May 29, 2020 in connection with the sale and purchase of the membership interests in the Company owned by UL/HK to ULH ("UL/HK Purchase Agreement");

WHEREAS, following the closing of the Purchase Agreement and the UL/HK Purchase Agreement, ULH will own a 100% membership interest in the Company;

WHEREAS, the execution and delivery of this Agreement by the parties hereto is a material inducement to the consummation of the transactions by the Purchase Agreement; and

WHEREAS, capitalized terms used in this Agreement, but not defined in this Agreement, have the same meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the consideration set forth in the Purchase Agreement, and the parties acknowledging that they will be taking actions in reliance upon this Agreement, the parties hereto agree as follows:

1. **Indemnification Rights**.

(a) ULH agrees that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the Closing Date an officer, director, agent or employee of the Company, as provided in the articles of organization, operating agreement, or other governing document of the Company, in each case as in effect on the Closing Date (the "Governing Documents"), or pursuant to any other agreements in effect on the Closing Date shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms. For the purposes hereof, "Person" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, business organization or Governmental Entity

(b) The Company shall, and ULH shall cause the Company to, maintain the Company's insurance policies in effect on the Closing Date; provided, however, that the Company may substitute therefor policies of at least the same coverage and amounts containing terms that are not less

advantageous when compared to the insurance maintained by the Company as of the Closing Date (the "Insurance Policies").

(c) Neither the Company nor ULH shall amend the Governing Documents or the Insurance Policies in such a manner that adversely affects Shaver's rights to indemnification, advancement of expenses, or exculpation by the Company.

(d) In the event ULH, the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that such other Person fully assumes the obligations set forth in this Section 1.

(e) The obligations of ULH and the Company under this Agreement shall not be terminated or modified in such a manner as to adversely affect any director, officer, agent or employee to whom this Agreement applies without the prior written consent of such affected director, officer, agent or employee (it being expressly agreed that the directors, officers, agents and employees to whom this Agreement applies shall be third party beneficiaries of this Agreement, each of whom may enforce the provisions of this Section 1). ULH covenants and agrees that it shall not, and shall not cause or permit the Company, nor any of their respective affiliates to, make, bring or maintain any action, suit, claim or other legal proceeding against any Person to whom the protections afforded pursuant to this Agreement apply.

2. **Headings**. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

3. **Amendment and Modification; Waiver**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any party of any of the provisions hereof shall be effective unless expressly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver with respect to any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege.

4. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not invalidate or render unenforceable such term or provision in any other jurisdiction. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, that holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the parties with any modification to become a part of and treated as though originally set forth in this Agreement.

5. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of parties hereto and their respective heirs, executors, administrators, estate, legal representatives, successors and assigns.

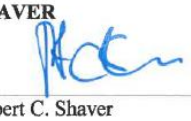
6. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

7. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures Appear on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

**SHAVER**



Robert C. Shaver

**ULH**
Unique Logistics Holdings, Inc.

By _____
Name:
Title:

**COMPANY**

Unique Logistics International (ATL), LLC

By _____
Name:
Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

**SHAVER**

_____
Robert C. Shaver

**ULH**

Unique Logistics Holdings, Inc.

By _____
Name: JUN AN JOAN RAY
Title: CEO

**COMPANY**

Unique Logistics International (ATL), LLC

By _____
Name:
Title:

# Share Exchange Agreement

between

Frangipani Trade Services, Inc.

and

Unique Logistics Holdings, Inc.

May 29, 2020

## SHARE EXCHANGE AGREEMENT

This Share Exchange Agreement (this "**Agreement**"), dated as of May 29, 2020 (the "**Effective Date**") is entered into by and among Frangipani Trade Services, Inc., a New York Corporation ("**Frangipani**"), Sunandan Ray, an individual ("**Sunandan**", and together with Frangipani, the "**Seller**"), and Unique Logistics Holdings, Inc., a Delaware corporation with an address at 154-09 146th Avenue, Unit 3-B, Jamaica, NY 11434 ("**Buyer**", together with Seller the "**Parties**" and each a "**Party**").

## RECITALS

WHEREAS, Seller owns (i) thirty five percent (35%) of the common stock (such 35% interest, the "**UL NY Common Stock**") of Unique Logistics International (USA) Inc., a New York corporation ("UL NY"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the UL NY Common Stock, on and subject to the terms and conditions set forth herein (the "**Transaction**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.01** In this Agreement the following words and expressions have the following meanings.

| | |
|---|---|
| "**Agreed Form**" | means, in relation to any document, such document in the terms agreed between the parties to this Agreement and initialed by or on behalf of each of them for the purposes of identification; |
| "**Business Days**" | means a day on which banks are open for ordinary banking business in the USA (excluding Saturdays, Sundays and public holidays); |
| "**Closing Date**" | means the date set for Closing in accordance with Section 1.03. |

## ARTICLE II

## PURCHASE AND SALE

**Section 2.01 Purchase and Sale.** Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the UL NY Common Stock, free and clear of, other than Permitted Liens (defined below), any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance (singly and collectively, "**Encumbrances**"), for the consideration specified in Section 1.02 below. For the avoidance of doubt, debts and other liabilities of UL NY and any security interests created thereunder in favor of the Seller shall not constitute Encumbrances for the purposes of this Agreement

to the extent such liabilities are to be assumed by the Buyer or its affiliates hereunder ("**Permitted Liens**"). Schedule 2.01 to this Agreement contains a full list of all Permitted Liens.

**Section 2.02 Purchase Price.** In consideration for the UL NY Common Stock, (i) Seller shall enter into the Employment Agreement (as defined in Section 2.03) with Buyer; and (ii) Buyer shall issue to Seller 7,199,000 shares of common stock of the Buyer.

**Section 2.03 Employment Agreement**. At Closing, Sunandan and Buyer shall enter into an Employment Agreement in the form annexed hereto as Exhibit A (the "**Employment Agreement**"), under which Sunandan will be employed by Buyer in the capacity of President and Chief Executive Officer with responsibilities consistent with the title and function of such office, including without limitation, those set forth in the by-laws of the Company

**Section 2.04 Undisclosed Liabilities**. Further to this Agreement, Seller shall provide Buyer with an internal management account of UL NY's financial status as January 31, 2020 which shall include January 31, 2020 balance sheet information (the "**Balance Sheet**"). In the event that UL NY is discovered to have liabilities as of January 31, 2020 which are not disclosed in the Balance Sheet (the "**Undisclosed Liabilities**") in an aggregate amount of at least $50,000, Buyer shall be entitled to promptly recover 20% of the amount of all Undisclosed Liabilities from Seller (the "**UL Payments**").

**Section 2.05 Closing.** The Closing shall take place following the execution of this Agreement at such place as may be agreed to by Seller and Buyer. The date on which the Closing shall take place shall hereafter be referred to as the "**Closing Date**".

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF SELLER

**Section 3.01 Authority of Seller; Enforceability: Consent.** This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and, assuming due authorization, execution, and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform her obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Seller is necessary to consummate the transactions contemplated hereby (or, if necessary, such approval or consent has been obtained by Seller or waived by the person required to approve or consent). To the knowledge of Seller, UL NY has not received notice that it is in violation of any applicable laws, ordinances or regulations affecting the operation of its business.

**Section 3.02 No Conflicts.** The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in any violation, breach, conflict with, or constitute a default under (i) the Shareholders' Agreement among Seller, Unique Logistic Holdings Limited, and UL NY dated November 1, 2010, as amended to date (the "**UL NY Shareholders' Agreement**") (ii) any other contract or agreement to which Seller is a party or by which it is bound; (iii) any law applicable to Seller or any judgement, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding on Seller, or (iv) the organizational documents of UL NY; or (b) result in the creation or imposition of any Encumbrances on the UL NY Common Stock.

**Section 3.03 Legal Proceedings.** There is no claim, action, suit, proceeding, or governmental investigation (collectively, "**Action**") of any nature pending or threatened against or by Seller (a)

relating to or affecting the UL NY Common Stock, or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**Section 3.04 Ownership of UL NY Common Stock.**

(a) Seller is the sole legal, beneficial, record and equitable owner of the UL NY Common Stock free and clear of all Encumbrances.

(b) Other than as set forth in the organizational documents of UL NY, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any of the UL NY Common Stock.

**Section 3.05 UL NY Charter Documents.** Attached hereto as Exhibit B are copies of the UL NY Certificate of Incorporation and By-Laws, as amended to date.

**Section 3.06 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

**Section 3.07 Taxes; Tax Matters.** To Seller's knowledge:

(a) There is no material dispute or claim concerning any tax liability of UL NY either (i) claimed or raised by any authority in writing or (ii) as to which Seller and or the directors and officers UL NY, has knowledge based upon personal contact with any agent of such authority.

(b) UL NY is not a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Internal Revenue Code § 280G (or any corresponding provision of state, local, or non-U.S. tax law) or (ii) any amount that will not be fully deductible as a result of Internal Revenue Code § 162(m) (or any corresponding provision of state, local, or non-U.S. tax law). UL NY is not a party to or bound by any tax allocation or sharing agreement.

(c) UL NY, (i) has not been a member of an affiliated group filing a consolidated federal income tax return or (ii) does not have any liability for the taxes of any person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract or otherwise.

(d) UL NY will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

i. change in method of accounting for a taxable period ending on or prior to the Closing Date;

ii. use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

iii. "closing agreement" as described in Internal Revenue Code § 7121 (or any corresponding or similar provision of state, local, or non-U.S. income tax law) executed on or prior to the Closing Date;

iv. intercompany transactions of any excess loss account described in Treasury Regulations under Internal Revenue Code § 1502 (or any corresponding or similar provision of state, local, or non-U.S. income tax law);

v. installment sale or open transaction disposition made on or prior to the Closing Date;

vi. prepaid amount received on or prior to the Closing Date; or

vii. election under Internal Revenue Code § 108(i).

(e) Within the past three years, UL NY has not distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by Internal Revenue Code § 355 or § 361.

(f) UL NY is not or has been a party to any "listed transaction," as defined in Internal Revenue Code § 6707A(c)(2) and Treasury Regulation § 1.6011-4(b)(2).

**Section 3.08 Organization and Qualification.** UL NY is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its assets and to carry on its business as currently conducted. UL NY is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to have a material adverse effect on UL NY's results of operations, assets, business, prospects or condition (financial or otherwise) .

**Section 3.09 Title to Assets.** UL NY has good and marketable title to all personal property owned by it that is material to its business, in each case free and clear of all Encumbrances, except for Encumbrances arising from the ordinary course of business (such as a security given to third party lenders over accounts receivables or assets of UL NY) or that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property.

**Section 3.10 Due Diligence.** All Transaction Information (as defined in Section 5.01) provided by Seller to Buyer is true, correct and complete originals or copies of the documents, agreements, financials, and other materials purported to be provided or to which access has been given. To Seller's knowledge, none of the Transaction Information heretofore furnished by Seller to the Buyer contains any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of circumstances under which they are made, not misleading.

**Section 3.11 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article III, neither Seller nor any agent of Seller has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller. All of the representations and warranties of Seller are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF BUYER

**Section 4.01 Authority of Buyer; Enforceability.** This Agreement and the documents to be

delivered hereunder have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

**Section 4.02 No Conflicts; Consents.** No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

**Section 4.03 Brokers.** No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

**Section 4.04 Legal Proceedings.** There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

**Section 4.05 Investment Purpose.** Buyer is acquiring the UL NY Common Stock for its own account for investment purposes and without a view towards, or for resale in connection with, any distribution thereof. Buyer has sufficient knowledge and experience in transactions of this type and is capable of evaluating the risks and merits of acquiring the UL NY Common Stock.

**Section 4.06 Due Diligence.** All Transaction Information provided by Buyer to Seller is true, correct and complete originals or copies of the documents, agreements, financials, and other materials purported to be provided or to which access has been given. To Buyer's knowledge, none of the Transaction Information heretofore furnished by Buyer to the Seller contains any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of circumstances under which they are made, not misleading.

**Section 4.07 No Other Representations or Warranties.** Except for the representations and warranties made in this Article IV, neither Buyer nor any agent of Buyer has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer. All of the representations and warranties of Buyer are and will be true on the date of this Agreement and the Closing Date.

## ARTICLE V
## DUE DILIGENCE, CONDITIONS PRECEDENT TO CLOSING

**Section 5.01 Due Diligence; Confidentiality.** Each Party and its representatives, officers, employees and advisors, including accountants and legal advisors, as applicable, will provide the other Party and its representatives, officers, employees and advisors, including accountants and legal advisors, as applicable, with all information, books, records and property (collectively, "**Transaction Information**") that such other Party reasonably considers necessary or appropriate in connection with its due diligence inquiry. Each Party will use its commercially reasonable best efforts to maintain the confidentiality of the Transaction Information, unless all or part of the Transaction Information is required to be disclosed by applicable law or to the extent that such disclosure is ordered by a court of competent jurisdiction. For the avoidance of doubt, the Parties agree and acknowledge that the

confidentiality obligations hereunder shall survive the expiration or termination of this Agreement for any reason, remaining in full force and effect, and that the terms and conditions of this Agreement shall not in any way result in the reduction or limitation of any damages arising out of any breach of such confidentiality obligations.

**Section 5.02 Conditions.** Closing is conditioned on the following conditions having been satisfied on or before the Closing Date (the "**Conditions**"):

(a) Satisfaction by each Party of the results of their respective legal, financial, and operational due diligence.

(b) No court or governmental or regulatory authority having enacted or issued any statute, rule, regulation, judgment, injunction or other order which prohibits the consummation of, or materially adversely affects the anticipated benefits from, the transactions contemplated in this Agreement by the Closing.

(c) Each Party having obtained all consents and approvals needed with respect to this Agreement.

(d) UL NY having been operated in the ordinary course consistent with past practices.

(e) Delivery of all Closing Deliverables pursuant to Article VI hereof.

## ARTICLE VI
## CLOSING DELIVERABLES

**Section 6.01 Seller's Deliverables.** At the Closing, Seller shall deliver to Buyer the following:

(a) The UL NY Common Stock.

(b) Seller executed copy of the Employment Agreement.

**Section 6.02 Buyer's Deliverables.** At the Closing, Buyer shall deliver the following to Seller:

(a) Buyer executed copy of the Employment Agreement.

(b) Buyer's board approval of this Agreement and the transactions contemplated hereby.

(c) A certificate representing 7,199,000 shares of common stock of Buyer.

## ARTICLE VII

## TAX MATTERS

**Section 7.01 Tax Advice.**

(a) Seller represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Seller from this Agreement. Seller further represents

and warrants that it has not relied on Buyer or Buyer's advisors and representatives for such advice.

(b) Buyer represents and warrants that it has obtained from its own advisors and representatives, advice regarding the tax consequences to Buyer from this Agreement. Buyer further represents and warrants that it has not relied on Seller or Seller's advisors or representatives for such advice.

## ARTICLE VIII

## INDEMNIFICATION

**Section 8.01 Indemnification.** Subject to the other terms and conditions of this **Article VIII**, Buyer shall indemnify, protect and defend Seller, his affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives and Seller shall indemnify, protect and defend Buyer, its affiliates and their respective officers, directors, employees, managers, members, stockholders, agents, partners and representatives (the party entitled to indemnification being hereafter referred to as the "**Indemnified Party**" and the party required to indemnify the other being hereafter referred to as the "**Indemnifying Party**") against, and shall hold the Indemnified Party harmless from and against, and shall pay and reimburse for, any and all damages, losses, liabilities and expenses incurred or sustained by, or imposed upon, the Indemnified Party based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer or Seller, as applicable, contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer or Seller, as applicable, pursuant to this Agreement; or

(c) any legal proceedings, tax assessments or other circumstances to which a party may become subject based upon the actions of the other party prior to the Closing.

## ARTICLE IX

## MISCELLANEOUS

**Section 9.01 Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. Without limiting the generality of the foregoing, Buyer and Seller shall pay their own fees and expenses and those of its respective agents, advisors, attorneys and accountants with respect to carrying out due diligence, negotiating this Agreement and related documents, and the Closing.

**Section 9.02 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments,

conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**Section 9.03 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.03):

If to Seller:

Frangipani Trade Services, Inc.
320 Southdown Road
Lloyd Harbor, NY 11743
Email: sunandanray@msn.com
Facsimile: 1-877 7893251

If to Buyer:

Unique Logistics Holdings, Inc.
154-09 146th Avenue, 3-B
Jamaica, NY 11434
Attention:
Email:
Facsimile:

**Section 9.04 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 9.05 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9.06 Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the Exhibits, the terms and provisions in the body of this Agreement shall control.

**Section 9.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party

of any of its obligations hereunder. Notwithstanding anything to the contrary herein, Seller shall have the right to assign this Agreement and all or any of its rights or obligations under this Agreement to an affiliate for tax purposes, and the Buyer hereby consents to such assignment.

**Section 9.08 No Third-Party Beneficiaries.** Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any governmental authority) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 9.09 Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**Section 9.10 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 9.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

**Section 9.12 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. There shall be three arbitrators. The location of the arbitration shall be New York.

**Section 9.13 Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (a) agrees that it shall not oppose the granting of such specific performance or relief and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

**Section 9.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 9.15 Survival of Representations**. The Buyer and Seller agree and covenant that all of the representations and warranties in this Agreement shall survive the Closing or termination of this Agreement for a period of two years.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

FRANGIPANI TRADE SERVICES, INC.

By: _____
Sunandan Ray
Chief Executive Officer

UNIQUE LOGISTICS HOLDINGS, INC.

By: _____
Sunandan Ray
Chief Executive Officer

**SCHEDULE 2.01**

Permitted Liens

(a) the HSBC's lien

**EXHIBIT A**

Employment Agreement

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is made and entered into as of May 29, 2020, by and between **Unique Logistics Holdings, Inc.,** (the "Company"), a Corporation organized and existing under the laws of the State of Delaware (the "Company"), and Sunandan Ray ("Executive").

**RECITALS**

A. Employee is knowledgeable with respect to the business of the Company, including the business to be engaged in by the Company following the Company's acquisition of those certain entities of Unique Logistics Holdings Limited, Hong Kong.

B. Company desires to offer employment to Employee and Employee desires to be employed by Company.

C. Company and Employee agree to enter into an Employment Agreement providing for the term set forth in Section 3 below, with automatic annual one-year renewals thereafter on the terms and conditions herein provided.

In consideration of the mutual promises set forth in this Agreement the parties hereto agree as follows:

**ARTICLE I**

**Term of Employment**

1.01 Subject to the provisions of Article V, and upon the terms and subject to the conditions set forth herein, the Company will continue to employ Executive for the period beginning, May 29, 2020 (the "Commencement Date") and ending on December 31, 2022, (the "Initial Term"). The Initial Term shall be automatically renewed for successive consecutive one (1) year periods (each, a "Renewal Term" and the Initial Term and Renewal Term are collectively referred to as the "term of employment") thereafter unless either party sends notice to the other party, not more than 270 days and not less than 180 days before the end of the then-existing term of employment, of such party's desire to terminate the Agreement at the end of the then-existing term, in which case this Agreement will terminate at the end of the then-existing term. Executive will serve the Company during the term of employment.

**ARTICLE II**

**Duties**

2.01 (a) During the term of employment, Executive will:

(i) Promote the interests, within the scope of his duties, of the Company and devote his full working time and efforts to the Company's business and affairs;

(ii) Serve as the President/ Chief Executive Officer of the Company; and

(iii) Perform the duties and services consistent with the title and function of such office, including without limitation, those set forth in the by-laws of the Company.

(b) Executive shall serve at the Company's principal headquarters located in its current offices or those within a twenty (20) mile radius as determined by the Company's Board of Directors.

(c) Notwithstanding anything contained in clause 2.01(a)(i) above to the contrary, nothing contained herein or under law shall be construed as preventing Executive from (i) investing Executive's personal assets in such form or manner as will not require any services on the part of Executive in the operation or the affairs of the companies in which such investments are made and in which his participation is solely that of an investor; (ii) engaging (whether or not during

normal business hours) in any other professional, civic, or philanthropic activities provided that Executive's engagement does not result in a violation of his covenants under this Section or Article VI hereof; or (iii) accepting appointments to the boards of directors of other companies provided that the Board of Directors of the Company reasonably approves of such appointments and Executive's performance of his duties on such boards does not result in a violation of his covenants under this Section or Article VI hereof.

## ARTICLE III

### Base Compensation

3.01 The Company will compensate Executive for the duties performed by him hereunder by payment of a base salary at the rate of $250,000 per annum (the "Base"), payable in equal semimonthly installments, subject to customary withholding for federal, state, and local taxes and other normal and customary withholding items. The Base will be increased on January 1 of each year by three percent (3.0%) per annum (which figure shall act as a surrogate for the service cost of living increases) over the then-existing Base.

3.02 Reserved.

3.03 Cash Bonus. In addition to the Base, the Company shall pay to the Executive a bonus determined by the relationship between the Company's annual performance and an annual target performance set each year by mutual agreement between the Company and the Executive as follows:

Target: EBITDA per calendar year.
2020 (pro-rated in case of part year): $ 1.5 million
2021: $ 2.0 million
2022: $ 2.5 million

| **% of Target** | >150% | 149-120% | 119-100% | 99-80% | 79-60% | Under 60% |
|---|---|---|---|---|---|---|
| **% of Annual Base Salary** | 125% | 100% | 75% | 60% | 30% | 0% |

3.04 Stock Bonus. At the discretion of the Company's Board of Directors, the Executive will also be eligible for periodic stock incentive bonuses.

## ARTICLE IV

### Reimbursement and Employment Benefits

4.01 Health and Other Medical. Executive shall be eligible to participate in all health, medical, dental, and life insurance employee benefits as are available from time to time to other key executive employees (and their families) of the Company, including a Life Insurance Plan, Medical and Dental Insurance Plan, and a Long Term Disability Plan (the "Plans"), the terms of which are set forth on Schedule 4.01. The Company shall pay all premiums with respect to such Plans. To the extent that such reimbursement is deemed to be includable in Executive's gross income, the Company shall pay to the Executive the Tax Effect (as defined herein) of such sum (e.g., if the reimbursement is $1000.00, then the Company would pay to the Executive the sum of $666.67, which is $1000 divided by the Tax Effect (assuming a 40% rate), and subtracting the amount reimbursed). "Tax Effect" shall mean the quotient of the amount reimbursed divided by 0.54.

4.02 Vacation. Executive shall be entitled to five weeks of vacation and ten personal days per year, to be taken in such amounts and at such times as shall be mutually convenient for Executive and the Company. Any time not taken by Executive in one year shall be carried forward to subsequent years. If all such vacation and personal time to which Executive is entitled is not taken by Executive before the termination of this Agreement, Executive shall be entitled to be reimbursed upon termination (for any reason) for such lost time in accordance with the Base then in effect.

4.03 Performance-Enhancing Items. Executive shall be entitled to receive from the Company (a) an annual car allowance up to $18,000 per annum, and (b) reimbursement by the Company for home office expenses including without limitation the purchase and maintenance of a home computer with linkup facilities to the Company, a home facsimile, printer and scanner, interconnection of two telephone or cable connections to the Internet, laptop computer, portable mobile phone, together with any charges for the use thereof. To the extent that any and all such reimbursements or payments by the Company are includable in Executive's gross income, then the Company shall, on or before June 1 of the year after the payment is made, pay the Tax Effect thereof to the Executive.

4.04 Reimbursable Expenses. The Company shall in accordance with its standard policies in effect from time to time reimburse Executive for all reasonable out of pocket expenses actually incurred by him in the conduct of the business of the Company including business class air travel for flights of 4 hours or more, quality hotels and rental cars, entertainment and similar executive expenditures provided that Executive submits all substantiation of such expenses to the Company on a timely basis in accordance with such standard policies.

4.05 Savings Plan. Executive will be eligible to enroll and participate, and be immediately vested in, all Company savings and retirement plans, including any 401(k) plans. To the extent permissible by law, the Company shall match in cash fifty percent (50%) of all of Executive's contributions to such plan or plans. To the extent that any and all such reimbursements or payments by the Company are includable in Executive's gross income, then the Company shall, on or before June 1 of the year after the payment is made, pay the Tax Effect thereof to the Executive.

4.06 Life Insurance. The Company shall pay all premiums for Executive to receive on his life (a) term life insurance premiums paid by Executive on his own life, provided that the life insurance proceeds do not exceed 250% of Executive's previous year's Base and Bonus and (b) split dollar life insurance in the face amount of $1,000,000, it being understood that Executive may designate the beneficiary (or beneficiaries) of such policies. To the extent that any and all such reimbursements or payments by the Company are includable in Executive's gross income, then the Company shall, on or before June 1 of the year after the payment is made, pay the Tax Effect thereof to the Executive.

4.07 Directors and Officers Liability Insurance. The Company will provide liability insurance coverage protecting Executive and his estate, to the extent permitted by law against suits by fellow employees, shareholders and third parties and criminal and regulatory investigations arising out of any alleged act or omission occurring with the course and scope of Executive's employment with the Company. Such insurance will be in an amount not less than two million dollars.

4.08 Financial Planning. The Company shall reimburse Executive for all legal, and accounting costs, fees, and expenses incurred each year by Executive in connection with (a) income tax preparation and (b) estate planning, provided that the aggregate annual expenses to be reimbursed shall not exceed Ten Thousand Dollars ($10,000.00). To the extent that any and all such reimbursements or payments by the Company are includable in Executive's gross income, then the Company shall, on or before June 1 of the year after the payment is made, pay the Tax Effect thereof to the Executive.

4.09. Disability Insurance. The Company shall pay all premiums for Executive's disability insurance. The premiums for the disability insurance shall be paid by the Company. To the extent that any and all such reimbursements or payments by the Company are includable in Executive's gross income, then the Company shall, on or before June 1 of the year after the payment is made, pay the Tax Effect thereof to the Executive.

## ARTICLE V

## Termination

5.01 This Agreement may be terminated upon the first to occur of the following (a) the Company's termination pursuant to section 5.02, (b) the Executive's termination pursuant to section 5.03 or (c) the Executive's death.

5.02 By the Company. This Agreement may be terminated by the Company upon written notice to the Executive upon the first to occur of the following:

(a) Disability. Upon the Executive's Disability (as defined herein). Disability" shall mean Executive's inability to perform his duties as an employee despite all reasonable accommodations having been provided due to a medically determinable physical illness or injury. In the event the Company believes the Executive suffers from Disability, then the Company shall provide the opinions of two (2) board certified physicians, each certified in a specialty relevant to the disability and shall provide such opinions to the Executive or his representative at least 90 days prior to sending notice of termination based upon Disability.

(b) Cause. Upon the Executive's commission of Cause (as defined herein). The term "Cause" shall mean the following:

(i) Any ongoing and willful violation by Executive of any material provision of this Agreement (including without limitation Sections 6.01 and 6.02 hereof) causing demonstrable and serious injury to the Company, upon written notice of the same by the Company describing in detail the breach asserted and stating that it constitutes notice pursuant to this Section 5.02(b)(i), which breach, if capable of being cured, has not been cured within sixty (60) days after such notice or such longer period of time if Executive proceeds with due diligence not later than ten (10) days after such notice to cure such breach.

(ii) Embezzlement by Executive of funds or property of the Company;

(iii) Fraud or willful misconduct on the part of Executive in the performance of his duties as an employee of the Company causing demonstrable and serious injury to the Company, provided that the Company has given written notice of such breach which notice describes in detail the breach asserted and stating that it constitutes notice pursuant to this Section 5.02(b)(iii), and which breach, if capable of being cured, has not been cured within sixty (60) days after such notice or such longer period of time if Executive proceeds with due diligence not later than ten (10) days after such notice to cure such breach; or

(iv) A felony conviction of Executive under the laws of the United States or any state (except for any conviction based on a vicarious liability theory and not the actual conduct of the Executive) that relates to the Executive's duties or responsibilities in connection with this Employment Agreement .

Upon a termination for Cause, the Company shall pay Executive his Base and benefits including vacation pay through the date of termination of employment; but Executive shall not receive severance under this Agreement upon termination for Cause.

5.03 By the Executive. This Agreement may be terminated by the Executive upon written notice to the Company upon the first to occur of the following:

(a) Change in Control. Upon the occurrence of a "Change in Control" (as defined herein) of the Company. The term "Change in Control" shall mean any of the following: (i) a replacement of more than one half of the Board of Directors of the Company, (ii) a sale of more than one half of the voting securities of the Company (or the entity ultimately owning or controlling such Company) or the sale or exchange of all or substantially all of the assets of either such Company, (iii) a merger or consolidation involving either such entity where the entity is not the survivor in such merger or consolidation (or the entity ultimately owning or controlling such entity), (iv) a liquidation, winding up, or dissolution of either such entity or (v) an assignment for the benefit of creditors, foreclosure sale, voluntary filing of a petition under the Bankruptcy Reform Act of 1978, or an involuntary filing under such act which filing is not stayed or dismissed within 45 days of filing.

(b) Constructive Termination. Upon the occurrence of a "Constructive Termination" (as defined herein) by the Company. The term "Constructive Termination" shall mean any of the following:

(i) Any breach by the Company of any material provision of this Agreement, including, without limitation, the assignment to the Executive of duties inconsistent with his position specified in Section 2.01 hereof or any

breach by the Company of such Section, which is not cured within 60 days after written notice of same by Executive, describing in detail the breach asserted and stating that it constitutes notice pursuant to this Section 5.03;

(ii) A substantial and continued reduction in the level of support, services, staff, secretarial resources, office space, and accoutrements below that which is reasonably necessary for the performance of Executive's duties hereunder, consistent with that of other key executive employees.

5.04 Consequences of Termination. Upon any termination of Executive's employment with the Company, except for a termination for Cause, the Executive shall be entitled to (a) a payment equal to the greater of (i) two years' worth of the then-existing Base and the last year's Bonus (the "Severance") and (b) retain the benefits set forth in Article IV for the balance of the term. If the Severance is equal to the amount set forth in clause (ii), the Company shall also pay to Executive in a timely fashion any excise and other penalties and taxes as a result of section 280G of the Internal Revenue Code of 1986 as amended (or such replacement or successor provision and applicable state law counterpart). The Severance shall be paid, at Executive's option, either (x) in a lump sum upon termination with such payments discounted by the U.S. Treasury rate most closely comparable to the applicable time period left in the Agreement or (y) as and when normal payroll payments are made (except in the case of the Bonus which shall be payable in a lump sum between January 1 and January 10 of each year).

## ARTICLE VI

## Covenants

6.01 Executive shall treat as confidential and keep secret designated confidential information of the Company and shall not at any time during the term of employment, without the prior written consent of the Company, divulge, furnish, or make known or accessible to, or use for the benefit of, anyone other than the Company and its subsidiaries and affiliates any confidential information obtained by him in the course of his employment hereunder. *provided, however,* that confidential information of the Company shall not include any information known or available generally to the public (other than as a result of unauthorized disclosure by Executive) or any non-proprietary information.

6.02 All records, papers, and documents kept or made by Executive relating to the business of the Company or its subsidiaries or affiliates or their clients shall be and remain the property of the Company.

6.03 Following the termination of Executive's employment hereunder for any reason except for those set forth in section 5.03 in which event this section is inapplicable, Executive shall not for a period of twelve (12) months from such termination, solicit any employee of the Company to leave such employ to enter the employ of Executive or of any person, firm, or Company with which Executive is then associated (except solicitation by general means such as newspapers).

6.04 If at the time of enforcement of any provision of this Agreement, a court shall hold that the duration, scope, or area restriction of any provision hereof is unreasonable under circumstances now or then existing, the parties hereto agree that the maximum duration, scope, or area reasonable under the circumstances shall be substituted by the court for the stated duration, scope, or area.

6.05 Executive acknowledges that any breach by him of the provisions of this Article VI of this Agreement might cause irreparable harm to the Company and that a remedy at law for any breach or attempted breach of Article VI of this Agreement might be inadequate, and agrees that, notwithstanding Article VIII hereof, the Company may seek available remedies, including specific performance and injunctive and other equitable relief, in the case of any such breach or attempted breach.

6.06 The Company represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of the Company and that this Agreement represents the legal, valid, and binding obligation of the Company and does not conflict with any other agreement binding on the Company.

## ARTICLE VII

## Assignment

7.01 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company without relieving the Company of its obligations hereunder. Neither this Agreement nor any rights hereunder shall be assignable by Executive and any such purported assignment by him shall be void.

## ARTICLE VIII

### Entire Agreement

8.01 This Agreement constitutes the entire understanding between the Company and Executive concerning his employment by the Company or subsidiaries and supersedes any and all previous agreements between Executive and the Company or any of its affiliates or subsidiaries concerning such employment, including, without limitation, the Original Employment Agreement. Each party hereto shall pay its own costs and expenses (including legal fees) except as otherwise expressly provided herein incurred in connection with the preparation, negotiation, and execution of this Agreement. This Agreement may not be changed orally, but only in a written instrument signed by both parties hereto.

## ARTICLE IX

### Applicable Law. Miscellaneous

9.01 This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions brought to interpret or enforce this Agreement shall be brought in courts located in New York County.

9.02 The Company shall indemnify and hold harmless Executive to the full extent authorized or permitted by law with respect to any claim, liability, action, or proceeding instituted or threatened against or incurred by Executive or his legal representatives and arising in connection with Executive's conduct or position at any time as a director, officer, employee, or agent of the Company or any subsidiary thereof. The Company shall not change, modify, alter, or in any way limit the existing indemnification and reimbursement provisions relating to and for the benefit of its directors and officers without the prior written consent of the Executive, including any modification or limitation of any directors and officers liability insurance policy.

9.03 No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a continuing waiver or a waiver of any similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party hereto which are not set forth expressly in this Agreement.

9.04 The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.05 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.06 The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

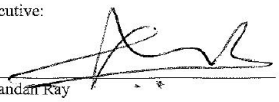
Company:

**UNIQUE LOGISTICS HOLDINGS, INC.**

By: 

Name: Sunandan Ray
Title: Chief Executive Agreement

Executive:



Sunandan Ray

**EXHIBIT B**

UL NY Charter Documents

# State of California
## Secretary of State

### CERTIFICATE OF STATUS

**ENTITY NAME:** UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC

**REGISTERED IN CALIFORNIA AS:** UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC

| | |
|---|---|
| **FILE NUMBER:** | 201215210282 |
| **REGISTRATION DATE:** | 04/23/2012 |
| **TYPE:** | FOREIGN LIMITED LIABILITY COMPANY |
| **JURISDICTION:** | DELAWARE |
| **STATUS:** | ACTIVE (GOOD STANDING) |

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

**IN WITNESS WHEREOF,** I execute this certificate and affix the Great Seal of the State of California this day of July 31, 2013.

Debra Bowen

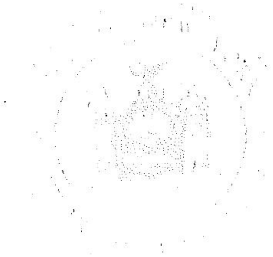
**DEBRA BOWEN**
**Secretary of State**

NSS

*NP-26 (REV 1/2007)*

# State of New York
# Department of State } ss:

I hereby certify, that UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 04/06/2006. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



***

*WITNESS my hand and the official seal of the Department of State at the City of Albany, this 18th day of July two thousand and thirteen.*

Anthony Giardina

*Executive Deputy Secretary of State*

*201307190452 37*

# Delaware



*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF MARCH, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.


Jeffrey W. Bullock, Secretary of State

4136477 8300

130351999

AUTHENTICATION: 0310476

DATE: 03-25-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

# Commonwealth of Virginia

## State Corporation Commission

*CERTIFICATE OF FACT*

*I Certify the Following from the Records of the Commission:*

That Unique Logistics International (NYC), LLC, a limited liability company organized under the law of Delaware, obtained a certificate of registration to transact business in Virginia from the Commission on April 22, 2013; and

That it is registered to transact business in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

*Signed and Sealed at Richmond on this Date:*
*July 18, 2013*

Joel H. Peck

*Joel H. Peck, Clerk of the Commission*

CISECOM
Document Control Number: 1307185883

*File Number* 0362472-2

# STATE OF ILLINOIS
## OFFICE OF THE SECRETARY OF STATE

***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 13, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* JULY *A.D.* 2013 .

Jesse White

SECRETARY OF STATE

Authentication #: 1319902714

Authenticate at: http://www.cyberdriveillinois.com

# Delaware



*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRD DAY OF APRIL, A.D. 2006, AT 4:48 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC".


Jeffrey W. Bullock, Secretary of State

4136477 8100H

130351999

AUTHENTICATION: 0310475

DATE: 03-25-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

2812209

ARTICLES OF INCORPORATION OF

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
NOV 14 2005

I

The corporate name is Unique Logistics International (LAX) Inc.

II

The general purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by California Corporations Code.

III

The name and California address of the corporation's initial agent for services of process is as follows:

John L. Sun
Attorney at Law
3550 WILSHIRE BLVD STE 1250
LOS ANGELES CA 90010-2413

IV

The corporation is authorized to issue one class of shares of stock; and the total number of shares which the corporation is authorized to issue is one million (1,000,000).

Dated: 11/08/2005

Richard Chi Tak Lee

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Richard Chi Tak Lee

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:48 PM 04/03/2006
FILED 04:48 PM 04/03/2006
SRV 060313078 - 4136477 FILE

# CERTIFICATE OF FORMATION

OF

## UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC

This Certificate of Formation is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "Act"). It is hereby certified as follows:

**FIRST**: The name of the limited liability company (hereinafter called the "Company") is "Unique Logistics International (NYC), LLC".

**SECOND**: The address of the registered office of the Company in the State of Delaware is: c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware 19808. The name of the registered agent of the Company at such address is: Corporation Service Company.

**THIRD**: In furtherance of and not in limitation of the powers conferred by the Act, the Company shall be governed by a limited liability company agreement.

**FOURTH**: The term of the Company shall be perpetual unless otherwise terminated in accordance with the provisions of the Company's limited liability company agreement.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation as of April 3, 2006.

Name: Frank B. Reilly, Jr., Esq.
Title: Authorized Person

# Delaware



*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF MARCH, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.


Jeffrey W. Bullock, Secretary of State

4136477 8300

130351999

AUTHENTICATION: 0310476

DATE: 03-25-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

**Exhibit 31.1**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**
**PURSUANT TO SECTION 302 OF THE**
**SARBANES-OXLEY ACT OF 2002**

I, Sunandan Ray, certify that:

1. I have reviewed this annual report on Form 10-K of Unique Logistics International, Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this annual report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: September 13, 2022

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

**Exhibit 31.2**

**CERTIFICATION OF PRINCIPAL ACCOUNTING OFFICER**
**PURSUANT TO SECTION 302 OF THE**
**SARBANES-OXLEY ACT OF 2002**

I, Eli Kay, certify that:

1. I have reviewed this annual report on Form 10-K of Unique Logistics International, Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this annual report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: September 13, 2022

By: */s/ Eli Kay*
Eli Kay
Chief Financial Officer

**Exhibit 32.1**

**CERTIFICATION PURSUANT TO**
**18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO SECTION 906 OF**
**THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report of Unique Logistics International, Inc. (the "Company"), on Form 10-K for the period ended May 31, 2021, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Sunandan Ray, Chief Executive Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

(1) Such Annual Report on Form 10-K for the year ended May 31, 2021, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in such Annual Report on Form 10-K for the year ended May 31, 2021, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 13, 2022

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

**Exhibit 32.2**

**CERTIFICATION PURSUANT TO**
**18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO SECTION 906 OF**
**THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report of Unique Logistics International, Inc. (the "Company"), on Form 10-K for the year ended May 31, 2022, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Eli Kay, Chief Financial Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

(1) Such Annual Report on Form 10-K for the year ended May 31, 2021, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in such Annual Report on Form 10-K for the year ended May 31, 2022, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 13, 2022

By: */s/ Eli Kay*
Eli Kay
Chief Financial Officer