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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 10)*

Universal Logistics Holdings, Inc.
(Name of Issuer)

Common Stock, no par value
(Title of Class of Securities)

91388P105
(CUSIP Number)

Matthew T. Moroun
12225 Stephens Road
Warren, MI 48089
(586) 939-7000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 27, 2022
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSON: Matthew T. Moroun	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO See Item 3	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 19,198,861*
	8	SHARED VOTING POWER: 286,787**
	9	SOLE DISPOSITIVE POWER: 19,198,861*
	10	SHARED DISPOSITIVE POWER: 286,787**
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 19,485,648**	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 74.1%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

* Includes 14,303,973 shares owned directly by Matthew T. Moroun, individually; 3,871,527 shares beneficially owned by the 2020 Irrevocable Nora M. Moroun Trust ("2020 Nora Moroun Trust"); 762,042 shares beneficially owned by the 2020 Irrevocable Lindsay S. Moroun Trust ("2020 Lindsay Moroun Trust"); 24,402 shares beneficially owned by the 2020 Irrevocable Agnes Anne Moroun Trust ("2020 AAM Trust"), and 236,917 shares beneficially owned by Redoubtable, LLC ("Redoubtable"). Matthew T. Moroun serves as trustee of each of these three trusts and as Manager of Redoubtable. Matthew T. Moroun disclaims beneficial ownership of the shares held by the 2020 Nora Moroun Trust, the 2020 Lindsay Moroun Trust, the 2020 AAM Trust and Redoubtable, and this report shall not be deemed an admission that Matthew T. Moroun is the beneficial owner of such shares.

** Includes 285,550 shares owned by Matthew T. Moroun's spouse, Lindsay S. Moroun, and 1,237 shares owned by Matthew T. Moroun's son, Matthew J. Moroun. Matthew T. Moroun disclaims beneficial ownership of the shares held by Lindsay S. Moroun and Matthew J. Moroun, and this report shall not be deemed an admission that Matthew T. Moroun is the beneficial owner of such shares.

1	NAMES OF REPORTING PERSON: Matthew T. Moroun, as Trustee of the 2020 Irrevocable Nora M. Moroun Trust, dated November 20, 2020	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO See Item 3	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 3,871,527
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 3,871,527
	10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,871,527	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.7%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

This Amendment No. 10 amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “Commission”) on September 17, 2012, as amended by the Schedule 13D/A statements filed with the Commission on July 22, 2013, October 1, 2013, May 21, 2014, February 14, 2020, November 30, 2020, December 15, 2020, December 29, 2020, June 24, 2021, and January 18, 2022, respectively (as amended, the “Schedule 13D”). Each Item below amends and supplements the information disclosed under the corresponding Item of the Schedule 13D. Capitalized terms used but not defined herein shall have the meanings attributed to them in the Schedule 13D. Except as otherwise set forth herein, this Amendment No. 10 does not modify any of the information previously reported by the Reporting Persons in the Schedule 13D.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

- (a) This statement is being filed by Matthew T. Moroun in his individual capacity and as trustee of the 2020 Irrevocable Nora M. Moroun Trust, dated November 20, 2020 (the “Reporting Persons”).
- (b) The business address for each of the Reporting Persons is 12225 Stephens Road, Warren, Michigan 48089.
- (c) Matthew T. Moroun is Chairman of the Board of Directors of the Company. He is also Chairman of the Board of Directors of P.A.M. Transportation Services, Inc. (NASDAQ: PTSI), a holding company that owns subsidiaries engaged in providing truckload dry van carrier services. PTSI’s business address is 297 West Henri De Tonti Boulevard, Tontitown, Arkansas 72770. Matthew T. Moroun currently serves as Chairman and President of CenTra, Inc., a diversified holding company based in Warren, Michigan. The business address for CenTra, Inc. is 12225 Stephens Road, Warren, Michigan 48089. Mr. Moroun is also Chairman of Oakland Financial Corporation, an insurance and real estate holding company based in Sterling Heights, Michigan. The business address for Oakland Financial Corporation is 34200 Mound Road, Sterling Heights, Michigan 48310. Mr. Moroun owns or controls other privately-held businesses engaged in transportation services and real estate acquisition, development, and management.
- (d), (e) During the last five years, neither of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) and neither has been a party to a civil proceeding of any judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding of any violation with respect to such laws.
- (f) Matthew T. Moroun is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and supplemented by inserting the following paragraph after the last paragraph thereof:

On May 9, 2022 and May 8, 2023, Matthew T. Moroun and Matthew J. Moroun each received 647 shares and 590 shares, respectively, of Common Stock from the Company as part of the Company’s annual retainer for non-employee directors.

On October 27, 2022, the previous trustee of the Agnes Anne Moroun Trust Under Agreement Dated August 10, 1989 (“1989 AAM Trust”), passed away and as a result, Matthew T. Moroun became trustee of the 1989 AAM Trust (the “Change in Trustees”). Additionally, on October 27, 2022, subsequent to the Change in Trustees, the 1989 AAM Trust sold 24,402 shares of the Company’s Common Stock to the 2020 Irrevocable Agnes Anne Moroun Trust under Agreement dated December 28, 2020 (“2020 AAM Trust”), for which Matthew T. Moroun serves as trustee. The source of funds for the purchase by the 2020 AAM Trust was an interest-bearing note to the 1989 AAM Trust. The purchase price was \$785,000 based on the number of shares multiplied by a per share price of \$32.17. The per share price was determined by an independent third party using the average of the Company’s Common Stock price on October 27, 2022, adjusted for an applicable discount for a 24,402 share size transaction.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by inserting the following paragraphs after the twelfth paragraph thereof:

Since the filing of Amendment No. 9 on January 18, 2022, the aggregate number of shares of Common Stock outstanding decreased from 26,919,455 shares outstanding as of November 8, 2021, to 26,287,973 shares outstanding as of May 8, 2023, as a result of the Company's purchase of 164,189 shares of its Common Stock on June 15, 2022, pursuant to a modified "Dutch Auction" tender offer, and additional purchases of shares of Common Stock by the Company through open-market transactions. No shares of Common Stock were tendered by the Reporting Persons in the tender offer. This decrease in the aggregate number of outstanding shares of Common Stock, along with the transactions described in Item 3 of this Amendment No. 10, resulted in the increase in the percentage of outstanding shares of Common Stock beneficially owned by the Reporting Persons.

Item 5. Interest in Securities of the Issuer

Paragraphs (a), (b), (c) and (d) of Item 5 of the Schedule 13D are hereby amended and restated in their entirety to read as follows:

(a) The aggregate number and percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person are stated in Items 11 and 13 on the cover page for each such Reporting Person. The percentage of shares of Common Stock beneficially owned by each Reporting Person is based on 26,287,973 shares of Common Stock outstanding as of May 8, 2023 as disclosed in the Company's Form 10-Q filed on May 11, 2023.

(b) See Items 7-10 of the cover page for each Reporting Person.

Matthew J. Moroun is a director of the Company. He is also a director of P.A.M. Transportation Services, Inc. (NASDAQ: PTSI) and is employed in other Moroun family-owned businesses engaged in transportation and business services. His business address is 12225 Stephens Road, Warren, Michigan 48089. The business address of Lindsay S. Moroun is 12225 Stephens Road, Warren, Michigan 48089. During the last five years, neither Matthew J. Moroun nor Lindsay S. Moroun has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) and neither has been a party to a civil proceeding of any judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding of any violation with respect to such laws. Each of Matthew J. Moroun and Lindsay S. Moroun is a citizen of the United States of America.

(c) The Reporting Persons have not engaged in any transactions in the Common Stock during the past sixty days.

(d) Matthew T. Moroun's wife, Lindsay S. Moroun, and son, Matthew J. Moroun, each has the right to receive or the power to direct the receipt of dividends from, and the proceeds from the sale of, shares held by each of them (285,550 shares held by Lindsay S. Moroun and 1,237 shares held by Matthew J. Moroun) which are reported as beneficially owned by Matthew T. Moroun. Matthew T. Moroun disclaims beneficial ownership of the shares held by Lindsay S. Moroun and Matthew J. Moroun. Shares in the 2020 Nora Moroun Trust, the 2020 Lindsay Moroun Trust and the 2020 AAM Trust are held for the benefit of members of the Moroun family. Matthew T. Moroun disclaims beneficial ownership of the shares held by the 2020 Nora Moroun Trust, the 2020 Lindsay Moroun Trust and the 2020 AAM Trust.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Securities of the Issuer

The first paragraph of Item 6 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

Matthew T. Moroun is the husband of Lindsay S. Moroun and the father of Matthew J. Moroun. Voting and investment power over the 2020 Nora Moroun Trust, the 2020 Lindsay Moroun Trust and the 2020 AAM Trust is exercised by Matthew T. Moroun, as trustee of each trust, and Matthew T. Moroun's descendants are beneficiaries of each trust. Voting and control of the shares held by Redoubtable are exercised by its Manager, Matthew T. Moroun. The 2020 Nora Moroun Trust and 2020 Lindsay Moroun Trust collectively own 100% of Redoubtable, which principally owns and/or operates real estate businesses.

Item 6 of the Schedule 13D is hereby further amended and supplemented by inserting the following after the fourth paragraph thereof:

In connection with the 1989 AAM Trust's sale of 24,402 shares of Common Stock on October 27, 2022, the 2020 AAM Trust issued an interest-bearing promissory note to the 1989 AAM Trust for \$785,000.00, payable in monthly installments through April 27, 2043.

Item 7. Material to be Filed as Exhibits

1. Promissory Note, dated October 27, 2022, by the 2020 Irrevocable Agnes Anne Moroun Trust under Agreement dated December 28, 2020 in favor of the Agnes Anne Moroun Trust Under Agreement Dated August 10, 1989, attached as Exhibit 1.
2. Joint Filing Agreement, dated as of May 16, 2023, among Matthew T. Moroun, individually and as Trustee of the 2020 Nora Moroun Trust, the 2020 Lindsay Moroun Trust and the 2020 AAM Trust; Lindsay S. Moroun; Matthew J. Moroun; and Matthew T. Moroun, as Manager of Redoubtable, attached as Exhibit 2.

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of the undersigned, such person certifies that the information set forth in this Statement with respect to such person is true, complete and correct.

Date: May 16, 2023

/s/ Matthew T. Moroun, Individually

Matthew T. Moroun, Individually

/s/ Matthew T. Moroun, as Trustee

Matthew T. Moroun, as Trustee of the 2020 Nora Moroun Trust

/s/ Matthew T. Moroun, as Trustee

Matthew T. Moroun, as Trustee of the 2020 Lindsay Moroun Trust

/s/ Matthew T. Moroun, as Trustee

Matthew T. Moroun, as Trustee of the 2020 AAM Trust

/s/ Matthew T. Moroun, as Manager

Matthew T. Moroun, as Manager of Redoubtable, LLC

/s/ Lindsay S. Moroun, Individually

Lindsay S. Moroun, Individually

/s/ Matthew J. Moroun, Individually

Matthew J. Moroun, Individually

PROMISSORY NOTE

Principal Amount: \$785,000.00 October 27, 2022

1. Principal and Interest. For value received, the undersigned, Matthew T. Moroun, as Trustee of the 2020 Irrevocable Agnes Anne Moroun Trust under Agreement dated December 28, 2020 ("Maker"), promises to pay to the order of Matthew T. Moroun, as Trustee of the Agnes Anne Moroun Trust Under Agreement Dated August 10, 1989 ("Creditor"), the principal amount of Seven Hundred Eighty Five Thousand and 00/100 Dollars (\$785,000.00) (the "Principal Amount"), and interest on the unpaid Principal Amount at the rate of three and 14/100 (3.14%) percent per annum. During the continuance of an Event of Default (as defined below), the interest rate shall increase by 3.00% per annum in excess of the interest rate otherwise applicable until all amounts are paid in full.

Maker shall pay all the accrued but unpaid interest owing hereunder on April 27, 2023. Thereafter, Maker shall pay the Principal Amount and interest thereon in equal monthly installments of principal and interest of Four Thousand Four Hundred Eight and 81/100 Dollars (\$4,408.81) each, due on the 27th day of each month commencing May 27, 2023.

2. Maturity. The entire unpaid Principal Amount and all accrued but unpaid interest on this Note shall be paid in full by April 27, 2043.
3. Prepayments. Maker may prepay all or part of the amounts due on this Note at any time without premium or penalty. Any partial prepayment will be applied in the manner specified in Section 5 below.
4. Default and Acceleration. An Event of Default shall occur under this Note (i) upon the default in the payment of any principal or interest under this Note or of any out-of-pocket expense that Maker at any time owes to the Creditor under this Note as and when it shall become due and payable and if the default continues for one hundred twenty (120) days after Creditor has given written notice to Maker of the default or (ii) Creditor delivers a notice to Borrower that Creditor believes, in good faith, that at such time the prospect of Creditor receiving full payment when due of all amounts owing under this Note is impaired.

On the occurrence of any Event of Default, all of the indebtedness evidenced by this Note and all other obligations then owing by Maker to the Creditor shall become due and payable unless Maker cures the default involved before the end of such one hundred twenty (120) day period. If a voluntary or involuntary case in bankruptcy, receivership, or insolvency is at any time begun by or against Maker (except an involuntary bankruptcy petition that is dismissed within sixty days of its filing), then all such indebtedness shall automatically become immediately due and payable.

5. Place and Application of Payments. Each payment on this Note shall be made at Creditor's address set forth below or any other place that Creditor directs in writing. Any payment on this Note shall be applied in the following order: first, to any expenses (including expenses of collection) then due and payable to Creditor under this Note; second to any accrued and unpaid interest under this Note; and third, to the unpaid principal balance of this Note. If Maker at any time owes Creditor any indebtedness or obligation in addition to the indebtedness evidenced by this Note, and if such other indebtedness owed by Maker to the Creditor is then in default, then Maker shall have no right to direct or designate the particular indebtedness or obligation on which payment made by or collected from Maker shall be applied. Maker waives any such right and agrees that the manner of application of any such payment, as between or among such indebtedness and obligations, shall be determined solely by the Creditor.
6. Remedies. Creditor shall have all rights and remedies provided by law and by agreement of Maker. Maker shall reimburse Creditor for all expenses, including reasonable attorney fees and legal expenses, on a time and charges basis, that the Creditor pays or incurs in protecting and enforcing the rights of the obligations to Creditor under any provision of this Note.
7. Waivers. No delay by Creditor shall be a waiver of the exercise of any right or remedy. No single or partial exercise by Creditor of any right or remedy shall preclude any other or future exercise of that or any other right or remedy. No waiver by Creditor of any default or of any provision of this Note shall be effective unless it is in writing and signed by Creditor. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

Maker waives presentment, notice of dishonor, and protest of this Note and consents to any extension or postponement of time of its payment, to the assignment of this Note, and to the release, discharge, waiver, modification or suspension of any rights and remedies against any person who may be liable for the indebtedness evidenced by this Note.

8. Applicable Law and Jurisdiction. This Note shall be governed by and interpreted according to the laws of the State of Michigan without giving effect to conflict-of-laws principles. Any proceeding or claim with respect to the enforcement or any other matter under or arising out of or in connection with this Note or for enforcement of any arbitration or other judgment rendered in any such proceeding or claim, shall be brought exclusively in the applicable state or federal courts located in or whose district includes Macomb County, Michigan, and the Maker irrevocably accepts and submits to the exclusive personal jurisdiction of such courts generally and unconditionally with respect to any such proceeding or claim. The Maker irrevocably waives any objection that it may now or hereafter have to the laying of venue or any such action, suit, or proceeding in any such court and further waives any claim that any action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.
9. Assignment. Creditor may assign this Note in which case the assignee shall succeed to all rights of Creditor herein. Creditor agrees to give Maker reasonable notice of such assignment. Maker shall have no liability to such assignee for amounts paid to Creditor under the terms of this Note before actual notice of the assignment has been received by Maker.
10. Notice. If to Creditor, notices shall be sent to Matthew T. Moroun, Trustee, c/o 12225 Stephens Road, Warren, MI 48089. If to Maker, notices shall be sent to AAM 2020 Trust c/o 12225 Stephens Road, Warren, MI 48089.

The undersigned executed this Promissory Note effective as of the date first above written

MAKER

/s/ Matthew T. Moroun, Trustee

Matthew T. Moroun, as Trustee of the 2020 Irrevocable
Agnes Anne Moroun
Trust under Agreement dated
December 28, 2020

JOINT FILING AGREEMENT

We, the signatories of Amendment No. 10 (“Amendment No. 10”) to the Schedule 13D to which this Agreement is attached, hereby agree that, in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, this Amendment No. 10 and any further amendments to such Schedule 13D filed by any of us will be filed on behalf of each of us.

Dated: May 16, 2023

By: /s/ Matthew T. Moroun, Individually
Matthew T. Moroun, Individually

By: /s/ Matthew T. Moroun, as Trustee
Matthew T. Moroun, as Trustee of the 2020 Nora Moroun Trust

By: /s/ Matthew T. Moroun, as Trustee
Matthew T. Moroun, as Trustee of the 2020 Lindsay Moroun Trust

By: /s/ Matthew T. Moroun, as Trustee
Matthew T. Moroun, as Trustee of the 2020 AAM Trust

By: /s/ Matthew T. Moroun, as Manager
Matthew T. Moroun, as Manager of Redoubtable, LLC

By: /s/ Lindsay S. Moroun, Individually
Lindsay S. Moroun, Individually

By: /s/ Matthew J. Moroun, Individually
Matthew J. Moroun, Individually