



Bill to:
MELONS LOGISTICS
110 TERRACE DR,
OLYPHANT,
PA,

Invoice Date: 07/27/2023
Invoice #: 61987
Terms: NET 30
Due Date: 08/27/2023

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|--|----------|------|--------|
| 07/25/2023 | | 95 Richwood Rd, Walton, KY, USA - 777 Freeport Parkway, Coppell, TX, USA | | | |
| | | | 1 | 1950 | 1950 |

| |
|--------------|
| TOTAL |
| 1950 |

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC
P.O.BOX 205154
DALLAS, TX 75320-5154
Tel: 844-899-8092



MELONS LOGISTICS
240 TERRACE DR
PECKVILLE PA 18452

PRO # 61987

Rate Confirmation

07/25/23 12:01:50 (EST)

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AMANDA SOKOLSKI
(912) 314-6009 X 215 (p)
(570) 291-5132 (f) (912) 314-6009 (c)
amanda@melonslogistics.com

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BRZ
(708) 303-5150 (p) Att: LUCIE
MC # 86875 Truck # 832
DOT 3119062 Trailer # 803251
Driver JUAN Cell # (768) 765-9057

Size & Type: 48' VAN OR REEFER
Pieces: 852

Description: PALLETIZED SYRUPS
Weight: 42800

Miles:

| CHARGES | | DISPATCH NOTES |
|----------------|---------|---|
| LINE HAUL RATE | 1950.00 | TRAILER MUST BE CLEAN, DRY AND FREE OF DEBRIS OR ODOR. PLEASE ENSURE LOAD IS PROPERLY SECURED TO AVOID SHIFTING. MACROPOINT OR CHECK CALLS REQUIRED, FAILURE TO COMPLY MAY RESULT IN A \$250 FINE. LUMPER REIMBURSED WITH RECEIPT OR CALL 912-314-6009 FOR COMDATA EXPRESS CODE. THANK YOU! |
| TOTAL RATE | 1950.00 | |

PICK 1

LYONS MAGNUS- WALTON,
95 RICHWOOD RD.
WALTON KY 41094
Phone/Contact: (859) 485-6700

Appointment 07/25/23 @ 09:30
Appt Notes: WORK-IN BEFORE 1600
Pieces: 852
Weight: 40875
Ref # P/U# A505776

STOP 1

GORDON FOOD SERVICE
777 FREEPORT PARKWAY #110
COPPELL TX 75019
Phone/Contact: (469) 637-4138

Appointment 07/27/23 @ 07:00
Pieces: 852
Weight: 40875
Ref # PO# 27718160

*****PODS & LUMPER RECEIPTS ARE REQUIRED WITHIN 72 HOURS OF DELIVERY*****

CARRIER MUST NOTIFY BROKER IN ADVANCE IF THEY WILL BE LATE
AFTERHOURS # AMANDA- 912-314-6009 -- FAILURE TO COMPLY MAY RESULT IN FINES
*****INVOICES MUST BE EMAILED TO AP@MELONSLOGISTICS.COM*****

ALL INVOICES MUST INCLUDE SIGNED RATE CONFIRMATION INCLUDING ANY/ALL ADDED ACCESSORIALS OR DETENTION, CLEAR/LEGIBLE PODS, AND LUMPER RECEIPTS*****

TRAILER MUST BE IN GOOD CONDITION, CLEAN AND FREE OF DEBRIS OR ODOR.

CARRIER IS RESPONSIBLE FOR ENSURING LOAD IS PROPERLY SECURED TO AVOID SHIFTING WITH LOAD LOCKS, E-TRACKS, AIRBAGS, ETC. PRIOR TO DEPARTURE FROM THE SHIPPER.

ALL DISCREPANCIES BETWEEN THE BOLTS & RATE CONFIRMATION (INCLUDING BUT NOT LIMITED TO CASE/PALLET COUNTS, TEMPERATURE, WEIGHT, REFERENCE #S ETC)

MUST BE COMMUNICATED TO MELONS LOGISTICS PRIOR TO DEPARTURE FROM THE SHIPPER
ALL OVERAGES, SHORTAGES OR DAMAGES MUST BE COMMUNICATED TO MELONS LOGISTICS PRIOR TO DEPARTURE FROM THE RECEIVER. FAILURE TO COMPLY MAY RESULT IN FINES.

PURCHASE ORDER & RATE CONFIRMATION:

This confirms a purchase of transportation from a motor carrier for arrangement and resale to a shipper (49 USC SEC. 13102(2) & 49 CFR 371.2). Terms are primary to conflicting Bill of Lading terms.

By signing or loading, listed Carrier adopts

and accepts all terms and obligations of this Rate Confirmation Agreement.

(Rate Confirmation Details on Next Page)

Carrier Signature Riki Transportation INC dba BRZ

Date 7 / 25 / 2023
M D

Send Carrier Bills to the Address Above

PRO # 61987

must appear on all Invoices



MELONS LOGISTICS
240 TERRACE DR
PECKVILLE PA 18452

PRO # 61987 Rate Confirmation
07/25/23 12:01:50 (EST)

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|--|---------|-----------------------|
| AMANDA SOKOLSKI (912) 314-6009 X 215 (p) (570) 291-5132 (f) (912) 314-6009 (c) amanda@melonslogistics.com | | |
| BRZ (708) 303-5150 (p) Att: LUCIE | | |
| MC # | 86875 | Truck # 832 |
| DOT | 3119062 | Trailer # 803251 |
| Driver | JUAN | Cell # (768) 765-9057 |

*Failure to keep an Appointment shall constitute a material breach of contract.
Even if delay damages or a rejection of pickup or delivery are avoided.
Carrier shall be liable for liquidated damages of \$250.
CONTACTS IN TRANSIT by 11:00am EST & before 4:00pm EST daily (or by Macropoint)
or immediately in any event of delay to Melons Logistics at (800) 977-7275 or
to transportation@michaelcutlerco.com are due from Carrier's Driver or Dispatch
, A failure of such contacts shall result in liquidated damages of \$250.
ADDITIONAL RATE CONFIRMATION TERMS ARE ON NEXT PAGE AND ALL ARE BINDING
BY CARRIER'S SIGNATURE OR LOADING.*

Carrier Signature Riki Transportation INC dba BRZ

Date 7 / 25 / 23
M D

Send Carrier Bills to the Address Above

PRO # 61987 must appear on all Invoices

ADDITIONAL TERMS AND CONDITIONS

Billing Requirements. Freight Bill Submission: (invoices containing Pro No(s)) shall be submitted to the first above written address. **Timely Submission:** All Documents must be submitted (mail, e-mail[ap@melonslogistics.com or fax 570-383-2690) not later than 7 days after delivery. Liquidated damages of 2% of the Total Rate accrues if any required document received over 14 days after delivery and the liquidated damages shall be 4% if received over 21 days. Receipt of all Required Documents required for payment. **Required Documents:** a) clean Bill of Lading and Delivery Receipt (if delivery not receipted on Bill of Lading), b) freight bill and, if issued, c.) accessorial receipts, Inspection Reports, Scale Tickets, Claim Releases for Short, Damage or Delay Claims. **Factored Shipments:** Carrier warrants all assigned Transportation Charges (freight bills) and Factor's rights are subject to these Billing Requirements and Terms and Conditions of the Rate Confirmation and Carrier shall indemnify and hold Melons Logistics harmless from any contrary claim of any Factor.

Payment Obligation. Melons Logistics Obligations: All payments for transportation arranged, secured and resulting from this Rate Confirmation that arise shall be the sole obligation of Melons Logistics. Carrier agrees Carrier shall have no right, cause of action or standing to collect freight charges or any payments due to Carrier or any agent or assignee of Carrier against any entity, including billing and collecting from a shipper, consignor, consignee or beneficial owner. Additionally, Carrier shall indemnify and hold harmless, affiliates of Melon Logistics, shippers, consignors, consignees and beneficial owners from any actions by Carrier, an agent, subcontractor of Carrier, assignee of Carrier arising out of or alleged to depend upon this Rate Confirmation including attorney fees and costs as Carrier's sole recourse shall be against Melons Logistics. **Carrier's Payment Obligations:** Carrier shall pay all liquidated damages or claims within Seven (7) days of written assessment (including e-mail invoicing) and should Carrier not timely pay, Melons Logistics has the discretion to set off either from existing amounts due from Melons Logistics to Carrier.

General Carrier Operating Obligations. Regulatory Compliance: Carrier warrants and represents Carrier is in compliance with all Safety laws and Regulations, especially those of the Federal Motor Carrier Safety Administration and carries a Satisfactory Safety rating or has not been rated. **Independent Contractor:** Carrier concedes, warrants and represents that all motor carrier services are provided by Carrier as an independent contractor, not as an agent of Melons Logistics or operating on behalf of Melons Logistics under the principles of respondeat superior. **Service Timeliness:** Carrier represents that equipment being used to handle this Rate Confirmation is situated to allow timely pickup and the driver utilized has available hours of service to timely pickup at the appointed time and deliver at the appointed time without violating the Hours of Service regulations. (49 CFR 395). As such, Carrier shall indemnify and hold harmless Melons Logistics and through Melon Logistics, the customers of Melon Logistics inclusive of attorney fees and costs for any failure of timely pick up and delivery. **Load Securement:** Carrier warrants that the shipment subject to this Rate Confirmation can and will be properly secured in compliance with all laws, including specifically, 49 CFR Part 393 Subpart I, and all loads with pallets will load the last two pallets sideways and the back of such a van will be secured with a minimum of three load locks or straps; any such failure resulting in cargo damage shall be indemnified at a full value amount. **Load Cuts:** Carrier warrants that equipment provided on this Rate Confirmation will fully load the shipment manifest and if Carrier cuts the load, Carrier shall indemnify and hold Melons Logistics and Shipper harmless from the load shortage in at least the amount required to move the balance cut to destination. **Notices:** Carrier shall IMMEDIATELY notify Melons Logistics of any event causing a variance from this Rate Confirmation with a failure of this notice causing liquidated damages of \$100, except over, short or damage (pictures required) which will be reported within two hours of occurrence (except SL&C) and a failure of such a report shall cause liquidated damages of \$250, except for late deliveries that will cause liquidated damages of \$250 per day plus any delay damages.

Co-Brokerage. Prior Agreement: Carrier shall never co-broker, interline, subcontract and Carrier shall always utilize owned or leased equipment (utilizing a lease meeting the requirements of 49 CFR Part 376, Subpart B), unless Carrier and Melons Logistics agree in writing before any shipment to allow Carrier to broker such shipment. Any such agreement to allow Carrier to broker the shipment will strictly disallow subsequent brokering of the shipment and shall strictly disallow any such motor carrier from seeking or securing payment from any entity other than Carrier or Melon Logistics forbidding and holding Melon Logistics harmless from any action seeking payment from the shipper, consignor, consignee or beneficial owner of the shipment. In the event Carrier shall broker any shipment offered by Melons Logistics without such notice and agreement in breach of this Rate Confirmation, Melons Logistics may pay the transporting carrier and shall not owe or pay Carrier. In addition, Carrier shall indemnify and hold harmless Melons Logistics, inclusive of attorney fees and costs, from any claims or obligations that arise out of the co-brokering or any action taken by Carrier to collect funds arising out of this Rate Confirmation from the shipper, consignor, consignee or beneficial owner.

Insurance: Carrier warrants and assures that Carrier maintains insurance as follows: a. Commercial General Liability of \$1,000,000 per occurrence; BIPD covering all equipment operated of \$1,000,000; Motor Carrier Cargo of \$100,000 and if accepting loads requiring reefer service, then Reefer Breakdown along with an assumption of the deductible charged. Carrier shall furnish an ACORD Certificate of Liability Insurance evidencing coverage and an endorsement showing Melons Logistics is an additional insured and certificate holder of cargo insurance and reefer breakdown insurance. Carrier warrants and assumes that Carrier maintains workers compensation meeting all requirements in and through the routes involved in this Rate Confirmation.

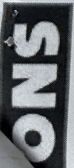
Refrigerated Shipments: By signing a Bill of Lading clean at origin, Carrier is confirming receipt of the shipment in good order and condition confirming additionally receipt of the proper commodities, the correct amount (count) of commodities, the correct temperature in the commodities, and that the shipment complies with all the Bill of Lading information. Carrier assumes responsibility for all such information unless Consignor seals without allowing the Driver to count, pulp or take other action desired and, in such event, Carrier shall note the shipment as "Shipper Load & Count". Carrier's reefer units shall record reefer is working, establish that the Bill of Lading or Rate Confirmation pre-cool temperature, show the reefer runs on a continuous cycle until the consist of the shipment is unloaded, have detailed unit-download capabilities that include set point, discharge, return hours, run hours, RPM, error codes and mode. Unless consignor disallows driver access to the shipment before sealing, Carrier shall pulp product to assure proper pre-cooling and, if it is not, Carrier shall report that event to Melons Logistics. In addition, on produce loads, Carrier shall assure a properly working air chute that is not damaged, obstructed or blocked in any way. Finally, Carrier warrants and assures that all TRU equipment is in compliance with the in-user requirements of California's TRU requirements. In any event where Driver of Carrier is not allowed access to observe loading before signing the Bill of Lading or after the load is sealed, Carrier shall contact Melons Logistics and without further direction but with the approval of Consignor, shall mark the Bill of Lading as Shipper Load & Count. In the event Consignor will not accept

a Shipper Load & Count notation, Carrier shall promptly notify Melon Logistics or transport such a shipment without the Shipper Load & Count notation.

General Claims Responsibility: Except where these terms and conditions specifically address Carrier's responsibility for a Shipment, Carrier assumes all cargo liability of an extraordinary common carrier bailment for transportation at common law and the Carmack Amendment to the Interstate Commerce Act (49 USC 14706). The procedures to be followed in resolving all cargo claims shall be the Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage contained in 49 CFR Part 370.

Claims. Delay: Carrier is bound to a time of essence on pickup and delivery and waives all rights to reasonable dispatch. Liability accrues based upon direct and consequential (including, specifically, loss of market) damages. Carrier shall additionally indemnify and hold Melons Logistics harmless from all charge backs and costs incurred on late pickups, late deliveries, load rejections and resale and repositioning of rejected shipments; provided, Carrier may mitigate claims arising by shipment or partial shipment rejection by purchasing the shipment for Carrier's use or resale. **Damage:** All damage (presumed if picked up on clean Bill of Lading and delivered on a foul Bill of Lading or rejected by Consignee) shall include the invoice value and salvage cost; provided, Carrier shall have all rights of mitigation on rejected commodities unless commodity is originally disallowed resale. **Shortages:** Carrier covenants capacity to load the shipment's full manifest, secure its full delivery and hold Melons Logistics and shipper harmless from any failure to transport the full shipment. **Defenses:** Carrier shall be allowed Shipper Load & Count solely when barred from access to the shipment before sealed and after Melons Logistics is notified and Driver marks the Shipment as SL&C on all copies of the Bill of Lading. Carrier shall be allowed the defense of *Force Majeure* so long as Acts of God, Strikes, impassable highways, acts of public enemy disallow pickup, transit and delivery; provided, the defense shall be allowed only if notice is given at least to Melons Logistics within two hours of the occurrence of the event. **Claim Notices:** Carrier shall report all short or cut shipments or damages (all damages shall be documented at least with cell phone pictures of damaged commodities and, if applicable, instrument readings) within two hours or pay liquidated damages of \$250.

Jurisdiction & Venue: The Federal laws of transportation, such as the Interstate Commerce Act, and the laws of Pennsylvania shall be applicable to this Carrier Rate Confirmation. In the event of any dispute that arises under or out of this Carrier Rate Confirmation, such dispute shall be resolved solely within the Federal or State Courts located in Lackawanna County, PA.



Lyons Magnus East
95 Richwood Road
Walton, KY 41094
USA

Packing List

Telephone 800-634-2345
Fax 859-485-7546
Shipment # SHP256226
BOL Number lmw23WS03717
Sales order 27718160
Customer Order
Your ref.
Mode of delivery Truckload
Terms of delivery FOB Destination
Date 7/23/2023

Ship to:
Gordon Food Service/Glazier Dallas
777 Freepoint Parkway #110
Coppell, TX 75019
USA

Bill to:
Lyons Magnus - West
3158 E. Hamilton Avenue
Fresno, CA 93702

Notes:

| HU | SKU | Number | Description | Ordered | Shipped | Batch | Tote # | PSI |
|-----------|------|-----------|-------------------------------------|-----------|----------|-------|--------|-----|
| | | 109359599 | 1178 IHOP Old Fashioned Maple Syrup | 768.00 CS | 48.00 CS | 0613 | | |
| | | 109359629 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359681 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359728 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359759 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359827 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359834 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359841 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359865 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359896 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359902 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359933 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359940 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109359957 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109370136 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | 109370198 | 1178 IHOP Old Fashioned Maple Syrup | | 48.00 CS | 0613 | | |
| | | | | | 768.00 | | | |
| 108644917 | 5484 | | Strawberry Pancake Syrup | 36.00 CS | 36.00 CS | 8213 | | |
| | | | | | 36.00 | | | |
| 108579271 | 5485 | | Blueberry Pancake Syrup | 48.00 CS | 48.00 CS | 0513 | | |
| | | | | | 48.00 | | | |

| Qty Ordered | Qty Shipped | HUs Shipped | SKUs Shipped |
|-------------|-------------|-------------|--------------|
| 852.00 | 852.00 | 18 | 3 |

Receipt: _____

| | | | | | | | | | |
|--|--|-----------------------------|--|---|--|---|--|--|--|
| Lyons Magnus East 95 Richmond Road Walton, KY 41094 USA | | SHIP-FROM <div>116</div> | | SHIP-TO Gordon Food Service/Glazier Dallas 777 Freepoint Parkway #110 Coppell, TX 75019 USA | | Bill of Lading Number: 00457960001399067 <div>SHIP256226 lmw23WS303717</div> | | Carrier Name: LYONS Truck: BRZ Trailer number: 03251 Seal number(s): LMW 9002 | |
| THIRD PARTY FREIGHT CHARGES BILL TO | | | | | | SCAC: | | PRO STICKER | |
| Special Instructions: | | | | | | Freight Charge Terms: Freight charges are prepaid unless marked otherwise Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> Master bill of lading with attached underlying bills of lading. | | | |
| CUSTOMER ORDER INFORMATION | | | | | | Additional Shipper Information | | | |
| Customer Order No. | | # of Pieces | | Weight | | Pallets/Slips | | | |
| 27718160 | | 852 | | 40,875.00 | | 8 | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| GRAND TOTAL | | 852 | | 40875 | | | | | |
| CARRIER INFORMATION | | | | | | LTL Only | | | |
| Handling Unit | | Package | | Weight | | Commodity Description | | Class | |
| 18 | | 852 Cartons | | 40,875.00 | | FLAVORING SYRUP | | NMFC No. | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| No | | 852 | | 40875 | | GRAND TOTAL | | | |
| RECEIVED, subject to the classifications and tariffs in effect on the date of this bill of lading. The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the vessel carrier being understood to be the carrier) agrees to transport to the place of destination, on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as a condition of the carrier's receipt of the property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in the Uniform Freight Classification in effect on the date hereof. If this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. | | | | | | Subject to Section 7 of conditions, of applicable bill of lading. If this shipment is to be delivered to the consignee without back receipt, and both in the classifications or tariff which govern the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assignee. | | | |
| Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, and both in the classifications or tariff which govern the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assignee. | | | | | | The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. | | | |
| Trailer loaded <input checked="" type="checkbox"/> By shipper <input type="checkbox"/> By driver | | | | | | Freight counted <input checked="" type="checkbox"/> By shipper <input type="checkbox"/> By driver | | | |
| Shipper Signature/Date | | | | | | Consigner Signature | | | |
| Appointment 7/25/2023 9:30:00 AM | | | | | | Dates / Times | | | |
| Check in: 7/25/2023 12:32:00 PM | | | | | | Check out: 7/25/2023 3:07:11 PM | | | |
| GFS RECEIVING | | | | | | Pickup Date: 7/25/2023 | | | |
| Appt Time Time In 7:30 AM | | | | | | Time Out 1:30 PM | | | |
| # Cases 852 | | | | | | Date 7/25/23 | | | |
| Dmg Plts | | | | | | Signature | | | |
| Permanent Post Office Address of Shipper, FRESNO, CALIF | | | | | | If the shipment moves between two ports by a carrier by water, the law of the first through port of destination shall govern the regulations prescribed by the Interstate Commerce Commission when it is a carrier's or shipper's weight. | | | |



Gordon Food Service
RoadSync ID: 3081
Tax ID: 81-0611942
Phone: 8009884164
1300 Gezon Parkway SW
Wyoming, MI 49509

RS Trans# 3532397

Generated: Jul 27, 2023 7:46 AM CDT

| PAID BY | DESTINATION |
|-----------------------------|---|
| brz 7867659057 | Dallas 777 FREEPORT PKWY STE 110 Coppell TX, 75019 |
| LINE ITEMS | |
| (1) Finished Pallet (16-20) | \$225.00 |
| COMMENTS | |
| RECEIPT DETAILS | |
| CLERK | erp16 |
| PAYMENT METHOD | Self-Checkout / Check |
| Appointment ID | 389476 |
| Door Number | 115 |
| PO Nbr 1 | 27718160 |
| AMOUNT | \$225.00 |
| CONVENIENCE FEE | \$6.75 |
| GRAND TOTAL | \$231.75 |

PAID IN FULL

No Refunds or Returns