



Bill to:
R2 LOGISTICS, INC

Invoice Date: 12/23/2023
Invoice #: 1321227
Terms: NET 30
Due Date: 01/23/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/21/2023		240 Kindig Lane, Hanover, PA, USA - 4400 South Kolmar Avenue, Chicago, IL, USA			
			1	\$900.00	\$900.00

TOTAL
\$900.00

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



R2 LOGISTICS
7643 GATE PARKWAY
SUITE 104 PMB 150
JACKSONVILLE FL 32256

PRO # 1321227

Rate Confirmation

12/21/23 15:58:53 (EST)

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DCS TEAM-I
(214) 451-2656
dcsteami@r2logistics.com

ROYAL3 INC
(630) 485-7370 (p) Att: AL
(630) 485-6980 (f)
MC # 944686 Truck #
DOT 2828543 Trailer #
Driver JIMMY Cell # (305) 928-9707

Size & Type: 53' FOOD GRADE VAN
Pieces: 2640

Description: FREIGHT
Weight: 10733

Miles: 663

CHARGES		DISPATCH NOTES
LINE HAUL RATE	900.00	MUST BE FOOD GRADE PLATED DRY VAN/CLEAN/ODOR FREE/DEBRIS FREE. PLEASE REACH OUT TO DCSTEAMI@R2LOGISTICS.COM OR CALL 214-451-2631 FOR ALL COMMUNICATION. DRIVERS MUST CALL IN FOR PU# PRIOR TO PICK UP ONCE EMPTY AND TRACKING ON PROJECT44. 30 MINUTE NOTICE IS REQUIRED BEFORE ENTERING DETENTION. PROJECT44 IS A REQUIREMENT OR WE WILL HAVE TO RECOVER THE LOAD
TOTAL RATE USD	900.00	

PICK 1

UTZ QUALITY FOODS - 24
240 KINDIG LANE
HANOVER PA 17331

Appointment 12/21/23 @ 16:00
Appt Notes: 1600-2000 FCFS
Pieces: 2640
Weight: 10733
Seal # 630 485 7370

STOP 1

UTZ QUALITY FOODS - CH
4400 S. KOLMAR AVE
CHICAGO IL 60632

Appointment 12/23/23 @ 06:00
Appt Notes: CONFIRMED
Pieces: 2640
Weight: 10733
Seal # 630 485 7370

LUMPER RECEIPTS MUST BE EMAILED TO DCSTEAMD@R2LOGISTICS.COM WITHIN 72HRS OF DEL. NOTE THAT THIS IS SO OPERATIONS CAN REPORT THE LUMPER TO CUST. AND THIS WILL NOT SATISFY BILLING. THE LUMPER NEEDS TO BE UPLOADED TO EPAY FOR BILLING WITHIN 72 HRS OF THE LOAD BEING IN EPAY. 53' Food Grade Trailer with Swing Doors and Air Ride Required. Reefers should be clean, dry, and odor free. All Reefer units are to be in good working condition and 3/4 full at time of pickup. All Reefer loads are required to get a standard trailer washout at a 3rd party facility within 24 hours of the pickup appointment. Reefer trailer is required to be preset to the designated temperature shown on the rate confirmation prior to arrival at the shipper. Receipt of the trailer washout, pictures of the inside of the trailer shown clean/dry, and a picture of the preset reefer temperature are to be sent to dcsteamd@r2logistics.com. Upon receipt, we will provide approval to proceed to the pickup location. Driver is not to arrive more than 30 minutes early to the pickup. Driver cannot be late to the pickup. Strict pickup and delivery appointments as there are inspectors onsite. PERFORMANCE FOODSERVICE FACILITIES - EFFECTIVE 3/06/2023, ALL PERSONNEL ENTERING THE TRUCK-YARD OR THE WAREHOUSE WILL BE REQUIRED TO WEAR

(Continued On Next Page)

Carrier Signature _____

Date _____ / _____ / _____
M D

Doc ID: 2623122124589000
Send Carrier Bills to the Address Above
Sertifi Electronic Signature

PRO #1321227

must appear on all Invoices



R2 LOGISTICS
7643 GATE PARKWAY
SUITE 104 PMB 150
JACKSONVILLE FL 32256

PRO # 1321227

Rate Confirmation

12/21/23 15:58:53 (EST)

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DCS TEAM-I
(214) 451-2656
dcsteami@r2logistics.com

ROYAL3 INC
(630) 485-7370 (p) Att: AL
(630) 485-6980 (f)
MC # 944686 Truck #
DOT 2828543 Trailer #
Driver JIMMY Cell # (305) 928-9707

A HI-VIS GARMENT THAT COVERS THE UPPER TORSO. IF THE DRIVER ARRIVES AND DOES NOT HAVE A HI-VIS GARMENT, THEN A VEST WILL BE PROVIDED FOR \$5.00 CASH. THIS WILL NOT BE REIMBURSABLE AS THIS WAS MENTIONED TO YOU ON THIS RATE CON PRIOR TO YOUR ARRIVAL TO PERFORMANCE FOOD SERVICE. ALL PAGES OF THE BOL ARE REQUIRED TO BE SIGNED. IF THEY'RE NOT ALL SIGNED YOU WILL SEE A DELAY IN PAYMENT UNTIL SUCH TIME AS YOU CAN PROVIDE DOCUMENTATION SHOWING ALL PAGES WERE SIGNED. SCALE TICKETS SHOWING LOADED WEIGHT AND DELIVERED WEIGHT MUST BE PROVIDED WITH CARRIER INVOICE!!!

Remarks: Please submit ALL pages of the POD with a receiver signature within 72 hours of delivery.

CARRIERS MUST REPORT DETENTION 1 HOUR PRIOR TO OCCURANCE AND MUST SUBMIT LUMPER RECEIPT WITHIN 24-48 HOURS OF DELIVERY IF THERE IS ONE. FAILURE TO DO SO WILL RESULT IN NON-PAYMENT OF CHARGES.

Carrier Signature _____

Date _____ / _____ / _____
M D

Doc ID: 2623122124589003
Send Carrier Bills to the Address Above
Sertifi Electronic Signature

PRO #1321227

must appear on all Invoices

Payment Options

Invoicing, document collection and payment for all completed loads will be made electronically using Epay Manager at www.epaymanager.com. Using this system, an electronic invoice will be created within 48 hours after delivery and available for your review in the Epay portal. Each invoice will allow you to send and attach PODs, manage disputes and select payment terms. All payments will be made in U.S. dollars unless approved in writing by R2 Logistics in advance of the shipment. Payment options are:

Option 1: MONEY CODE – For a 6% fee, funds will be paid via money code upon receipt of all necessary and legible paperwork.

Option 2: EXPEDITED PAYMENT – For a 4% fee, funds will be paid within 48 hours from receipt of all necessary and legible paperwork.

Option 3: STANDARD PAY – For no fee, funds will be paid within contractual pay terms. All paperwork must be submitted within 10 days of delivery (BOL, packing slips, lumper receipts, etc.)

Please login to Epay to submit all supporting documents:

Epay Manager: www.epaymanager.com

R2 Master Motor Carrier Agreement Supplement and Carrier Load Confirmation Conditions

THIS LOAD CONFIRMATION IS SUBJECT TO THE CONDITIONS OF THE MASTER MOTOR CARRIER AGREEMENT PREVIOUSLY EXECUTED BETWEEN OUR COMPANIES AND THIS ESTABLISHES A SUPPLEMENT TO THE TERMS OF THAT AGREEMENT. WE AGREE TO PAY THE RATES AND CHARGES SHOWN AND NO DIFFERENT TARIFF, RATE, OR SCHEDULE OF RATES APPLIES. THIS LOAD CONFIRMATION IS INCLUSIVE OF ALL CHARGES UNLESS ORAL AND WRITTEN FAX/EMAIL OBJECTIONS ARE MADE TO ITS TERM, WITHIN TWENTY FOUR (24) HOURS OF RECEIPT OR PRIOR TO WORK BEING INITIATED, WHICH EVER IS EARLIER.

Additional Terms

1. Service and Rate Stipulation

This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this supplement. Shipper may reduce the rate if carrier fails to complete any shipment terms and conditions. Shipper may reduce the rate if the load picks up or delivers after originally scheduled date and time. Carrier acknowledges that failure to complete any terms and conditions on this shipment may endanger or result in loss of future business opportunities with R2 Logistics, Inc. and/or cancellation of the Master Motor Carrier Agreement. No pick-up or delivery appointments will be made by R2 Logistics that directly violate hours of service regulations and any routing information given is for informational purposes only. By accepting this load, Carrier ensures that driver is able to complete the load within reasonable dispatch while remaining in compliance with hours of service regulations.

2. Seal Integrity, Food Safety & Temperature

Only authorized personnel can remove seal(s) upon arrival to the destination site unless required by in-transit inspections (Law enforcement, DOT or other regulatory agencies). If a seal is broken in-transit, it must be communicated immediately to the broker. Failure by carrier to maintain seal integrity throughout the trip may result in a claim. Carrier also ensures that its driver has been properly trained and is able to comply with Food Safety and Seal Integrity procedures posted on our website: www.R2Logistics.com/FoodSafety. If the shipper-issued Bill of Lading contains reefer temperature requirements that conflict with the temperature on this Rate Confirmation, the temperature requirements on the Bill of Lading shall control.

3. Accessorial Charges/OSD

Accessorial charges (including but not limited to loading/unloading, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Carrier shall ensure the bill of lading is notated either when handling is required, or when detention occurs by providing times and signatures from the facility detention is occurring, that a lumper receipt is provided when a lumper is hired, and/or that both are included as supporting documents with the Carrier's invoice. R2 Logistics, Inc. will not provide reimbursement of accessorial charges that were not pre-approved. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

4. Exclusive Use of Trailer

Unless R2 Logistics, Inc. provides written notice herein that this term does not apply to this shipment, Carrier's motor vehicle equipment shall be dedicated to R2 Logistics, Inc.'s exclusive use while transporting freight proposed by R2 Logistics, Inc. pursuant to this Rate Confirmation and Carrier's Master Motor Carrier Agreement with R2 Logistics, Inc. Carrier's violation of this exclusive use obligation shall result in Carrier's surrendering its right to be paid for the transportation services intended by this Load Confirmation, not as penalty, but as liquidated damages.

5. Cargo Insurance Stipulation

Pursuant to R2 Logistics, Inc.'s Master Motor Carrier Agreement, carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude coverage of any commodities or cargo carried on this order. Carrier's cargo insurance policy should cover the full value of the cargo, and not limit cargo claims to any amount less than full retail value, if not listed on the Bill of Lading for this shipment. If carrier's insurance policy includes a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

6. Weight Stipulation

All carriers are required to scale 45,000 lbs. regardless of weight stated on page 1 of this rate agreement. Any carrier that cannot legally scale 45,000 lbs. is required to notify R2 Logistics, Inc. at the time this rate agreement is received and before any truck has been dispatched. Failure to do so may result in loss of load and carrier will forfeit monetary damages against R2 Logistics, Inc. resulted from neglect of carrier to report such occurrence. By carrier accepting load, they agree that their equipment can scale up to 45,000 lbs. and agreed upon rate is not adjusted for any variance unless over 45,000 lbs.

7. After Hours Contact Information

R2 Logistics, Inc. offers 24/7 assistance for any problems or issues after regular business hours or over the weekends in all of our offices. Please call the number listed on the front page of the rate confirmation.

8. ARB-Compliance

R2 Logistics, Inc. requires that only CARB Compliant equipment be dispatched on California highways and railways. By accepting a load, you agree that vehicle being assigned to our load is fully compliant with CARB regulations and agree to take full responsibility for any and all fines, charges and fees associated with any failure to comply.

9. Driver Loaded Requirement

If BOL is marked Driver Count/Pieces at shipper, driver must confirm the correct amount was loaded BEFORE signing/leaving facility. Call a Representative of R2 Logistics, Inc. if shipper will not recount or if there is an error. Customer will file claim if driver signs for incorrect number of cases shipped.

E-Signed : 12/21/2023 03:00 PM CST


Al Milanovic

al@royal3inc.com
IP: 91.143.219.198

Sertifi Electronic Signature
DocID: 20231221145830005

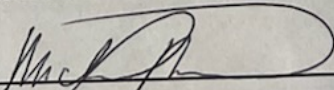
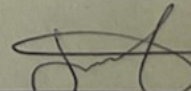
Bill of lading

Page 1

Ship from Utz Quality Foods - 240 Kindig Hanover, Pa 240 Kindig Lane Hanover, PA 17331 SHP002574019		Bill of lading number 168997830 
Ship to Utz Quality Foods - Chicago, IL 4400 S Kolmar Ave Chicago, IL 60632		MABD 12/23/2023 Carrier name R2 LOGISTICS INC Trailer number H03245 Seal Number(s) 0043823 UTZ
Third party freight charges bill to Name Address		SCAC RTCY Pro number
Special instructions		Freight charge terms Prepaid _____ Collect _____ Third party _____ <input type="checkbox"/> Master bill of lading with attached underlying bill of ladings

Customer order information						Additional shipper info
Customer order number	Order Num	Cases	Pallets	Net Weight	Gross Weight	
	TRN000134850	2,640.0000	30.0000	8,611.2400	10,733.0080	
Page total		2,640.0000	30.0000	8,611.2400	10,733.0080	

Carrier information							LTL only	
Handling unit		Package		Weight	H.M. (x)	Commodity description <small>Commodities requiring special or additional care or attention in handling or stowing must be marked and packaged to ensure safe transportation with ordinary care</small>	NMFC	Class
Qty	Type	Qty	Type					
30.00	PLTS	2640.00	CS	10,733.0080		Dry Food Stuff	73260	175
30.00		2640.00		10,733.0080		Grand total		


Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____		Fee terms Collect <input type="checkbox"/> Prepaid <input type="checkbox"/> Customer check acceptable <input type="checkbox"/>
Liability		Utilization percentage The percentage that can be utilized _____ Volume utilization percentages _____
Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.		
Shipper signature/date This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation. 	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/Pallets said to contain <input type="checkbox"/> By driver/Pieces
Carrier signature/date Carrier acknowledges receipt of packages and required placards. 		

Check in 6:16 PM
 Check out 3:30 AM

CARRIER MUST SECURE LOAD

Bill of lading

Page 1


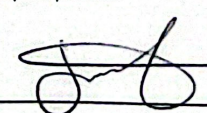
Ship from Utz Quality Foods - 240 Kindig Hanover, Pa 240 Kindig Lane Hanover, PA 17331 SHP002574019		Bill of lading number 168997830 
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Special instructions		<input type="checkbox"/> Master bill of lading with attached underlying bill of ladings

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Carrier information

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Qty	Type	Qty	Type				NMFC	Class
30.00	PLTS	2640.00	CS	10,733.0080		Dry Food Stuff	73260	175
30.00		2640.00		10,733.0080		Grand total		

Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.		Fee terms Collect <input type="checkbox"/> Prepaid <input type="checkbox"/> Customer check acceptable <input type="checkbox"/>	
Liability Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.		Utilization percentage The percentage that can be utilized _____ Volume utilization percentages _____	
Shipper signature/date This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation. 	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/Pallets said to contain <input type="checkbox"/> By driver/Pieces	Carrier signature/date Carrier acknowledges receipt of packages and required placards. 

Mike
 MICRO-CONTROLS
 12/23/23

Checkin 6:16 PM
 Check out 3:30 AM

CARRIER MUST SECURE LOAD