

**Bill to:**

AXLE LOGISTICS, INC
520 W SUMMIT HILL DRIVE ,
Knoxville,
TN,
37902

Invoice Date: 04/12/2024

Invoice #: 1668558

Terms: NET 30

Due Date: 05/12/2024

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|---|----------|------------|------------|
| 04/10/2024 | | 1025 Ave S, GRAND PRAIRIE, TX 75050 - 2324 BAYOU BLUE RD, HOUMA, LA 70364 | | | |
| | | | 1 | \$1,100.00 | \$1,100.00 |

| |
|--------------|
| TOTAL |
| \$1,100.00 |

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

Axle Logistics

Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

No double brokering allowed

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier.

Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria.

** Carrier's dispatch team agrees to contact Axle's offices upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.**

****Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy****

Payment of undisputed freight charges requires:

- Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- Documents must be submitted to:
 - o Email to: invoices@axlelogistics.com
 - o Fax to: 866-534-6005
 - o Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation.

Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer.

All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

Fuel Advance Option: Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day.

There will be a 4% fee for all advances given including lumpers. **Quick Pay Option:** Quick Pay must be submitted to quickpay@axlelogistics.com and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. *There will be a 4% fee for all Quick Pays given.

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. By accepting this Rate Confirmation, Carrier warrants and agrees that it will follow all rules and regulations concerning its choice of driver(s), including assigning a driver who can perform the transportation services without violating the Hours of Service or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at <https://gohighway.com/go/axle-logistics>. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

Axle Logistics, LLC
835 N. Central Street
Knoxville, TN 37917
865-223-6603
www.axlelogistics.com

AXLE LOGISTICS, LLC
835 N. Central Street



Page 1

Knoxville, TN 37917

*** Load Confirmation ***

1668558

Dispatcher: William Sennett Phone: (888) 500-1699 Fax: (866) 431-5399 Email: operations1@axlelogistics.com

| | | | |
|-----------------|----------------------|-----------------|----------------|
| Carrier: | Brz | Contact: | Linda Ferrer |
| | Burbank IL 604592734 | Phone: | (708) 303-5150 |
| Date: | 04/09/2024 | Fax: | |

| | | | |
|--------------|------------------------|-------------------|------------------------------|
| Order | Order: 1668558 | Commodity: | Packaging Materials |
| | Miles: 507.0 | Weight: | 44000.0 |
| | Temp: | Trailer: | Van (DAT) |
| | BOL: 7000042917 | Reference: | BILL TO: 7226 -GRAND PRAIRIE |

| | | |
|-------------|----------------------------------|---|
| PU 1 | Name: International Paper | Date: 04/10/2024 0700 |
| | Address: 1025 Ave S | 04/10/2024 1900 |
| | Phone: | Contact: |
| | GRAND PRAIRIE TX 75050 | Drvr Ld/Unld: No driver loading or unload |

| | | |
|-------------|------------------------------------|---|
| SO 2 | Name: PFG - CARO | Date: 04/11/2024 1100 |
| | Address: 2324 BAYOU BLUE RD | 04/11/2024 1100 |
| | Phone: | Contact: rcv |
| | HOUMA LA 70364 | Drvr Ld/Unld: No driver loading or unload |
| | (985) 872-1483 | |

| | | |
|----------------|-----------------------------|------------|
| Payment | Carrier Freight Pay: | \$1,100.00 |
|----------------|-----------------------------|------------|

Instructions



Linda Ferrer

Jose
(201) 640-7590

(X) Accept

() Decline

824
PTLZ244737



Attn: William Sennett

Capstone Logistics

30 TECHNOLOGY PKWY SOUTH SUITE 200
PEACHTREE CORNERS, GA 30092
770-414-1929
FED ID# 45-3087555

12:17:54 April 12, 2024

| | |
|---------------------|--------------------------------------|
| Receipt #: | 88f03bec-01d5-4eaf-ad92-895c9804e4aa |
| Location: | PFS CARO LA |
| Work Date: | 2024-04-12 |
| Bill Code: | RCODLATE62030 |
| Carrier: | BRZ |
| Dock: | VV1 Building 1 |
| Door: | FRZ11 |
| Purchase Orders | Vendor |
| 2131281 RESCHEDULED | INTERNATIONAL PAPER |

| | |
|-------------------------|-------|
| Total Initial Pallets: | 24.00 |
| Total Finished Pallets: | 48 |
| Total Case Count: | 982 |
| Trailer Number: | 53 |
| Tractor Number: | |
| BOL: | |

| | |
|------------------|---|
| Comments: | |
| Canned Comments: | |
| Unloaders: | 1 |

| | |
|------------------|--------|
| Base Charge: | 300.00 |
| Convenience Fee: | 10.00 |
| Total Cost: | 310.00 |

| | |
|----------------------|----------|
| Payments: | Amount |
| CapstonePay-33194153 | \$310.00 |
| Total Payments | \$310.00 |

Capstone Logistics

30 TECHNOLOGY PKWY SOUTH SUITE 200
PEACHTREE CORNERS, GA 30092
770-414-1929
FED ID# 45-3087555

10:32:39 April 12, 2024

| | |
|-----------------|--------------------------------------|
| Receipt #: | 82777730-60f0-4d6c-8548-dd71c41abd4c |
| Location: | PFS CARO LA |
| Work Date: | 2024-04-12 |
| Bill Code: | RCOD62030 |
| Carrier: | BRZ |
| Dock: | VV1 Building 1 |
| Door: | FRZ11 |
| Purchase Orders | Vendor |
| 2131281 | INTERNATIONAL PAPER |

| | |
|-------------------------|-------|
| Total Initial Pallets: | 24.00 |
| Total Finished Pallets: | 48 |
| Total Case Count: | 982 |
| Trailer Number: | 53 |
| Tractor Number: | |

BOL:

Comments:

Canned Comments:

Unloaders:

5

Add Fee

PO: 2131281

| | |
|------------|---------|
| Pinwheeled | \$25.00 |
|------------|---------|

PO: 2131281

| | |
|---------|---------|
| Badwood | \$68.00 |
|---------|---------|

Total Add Charges:

| |
|---------|
| \$93.00 |
|---------|

Base Charge:

| |
|--------|
| 307.00 |
|--------|

Convenience Fee:

| |
|-------|
| 10.00 |
|-------|

Total Cost:

| |
|--------|
| 410.00 |
|--------|

| | |
|----------------------|----------|
| Payments: | Amount |
| CapstonePay-33192476 | \$410.00 |
| Total Payments | \$410.00 |

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

CARRIER: Axle Logistics

SHIPMENT PLAN ID. 13285 / 8
PLANT CODE 7226
VEHICLE ID NO. PTLZ244737
CUSTOMER'S NO. 100033

Page 1 of 1

201-6407590

RECEIVED, Subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading

INTERNATIONAL PAPER

Company At Grand Prairie Plant

1025 Avenue S, Suite 100, Grand Prairie, TX 75050 PHONE: 972-641-4183

Date: Apr 09 2024 9:08AM


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 word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party in any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

International Paper Company

Delivery Term: FOB-Origin (EXW)

Delivery Type: Pre-Paid

| | | | | | | | | | |
|--|--------------|---|--------------------------|--------------------|-----------------------------|-------------------|--|----------------------|----------------------------------|
| CUSTOMER: (Mail or street address of consignee - For purpose of notification only) PERFORMANCE FOOD GROUP, INC. FOR VISTAR/ROMA P O BOX 5487 DENVER, CO 80217 PHONE: 303-338-6100 | | SHIP TO: (* To be filled in only when Shipper desires and governing tariffs provide for delivery there at.) PFG - CARO FOODS 2324 BAYOU BLUE ROAD HOUMA, LA 70364 PHONE: 985-872-1483 | | | | | | | |
| Shipping Comments: SEAL#45130054 vw | | Bill of Lading No.: 7226199859 | | | | | | | |
| | |  | | | | | | | |
| | | PltShp 13285-8 | | | | | | | |
| No. of Units | No. Per Unit | Customer - Box No. or Description | Code *see table below | Customer Order No. | Customer P.O. No. /Line No. | Release No. | MFO No. | Quantity Shipped C-P | Weight *subject to Correction |
| 7 | 2,400 | MARCO'S 10 ITALIAN WAY 632507 209978 | 01 | 89211-5 | 2131281 | | 80850001 [013-016,018-020]; | 16,800 C | 4,116 |
| 3 | 2,400 | MARCO'S 12 ITALIAN WAY 632508 209980 | 01 | 89211-6 | 2131281 | | 80709001 [003-004,023]; | 7,200 C | 2,326 |
| 27 | 1,200 | MARCO'S 14 ITALIAN WAY 632509 209982 | 01 | 89211-7 | 2131281 | | 81035001 [001-006,010]; 81036001 [013,015-032,034]; | 32,400 C | 13,608 |
| 8 | 700 | MARCO'S 16 ITALIAN WAY 632511 209984 | 01 | 89211-8 | 2131281 | | 81037001 [011-018]; | 5,600 C | 2,946 |
| | | PO# 2131281 | | Temp. of Product | | Cases Rec'd: 1000 | | Cases Refused | |
| | | Pallets In | | Pallets Out | | Driver Sign. | | Rec. Name | |
| | | Date: 4/12/24 | | Carrier | | | | | |

| C | Kind of Package, Description of Articles, Special Marks and Exceptions | C | Kind of Package, Description of Articles, Special Marks and Exceptions | C | Kind of Package, Description of Articles, Special Marks and Exceptions | Subtotal Weight | 22,995 | This shipment is correctly described. Subject to verification by the Weighing and Inspection Bureau Having Jurisdiction According to Agreement International Paper Company |
|---|---|---|---|---|---|-----------------|---------|---|
| 1 | Boxes, filled with or packaged, with inside frames, CORRUGATED, Flat, NOT in FF. | 4 | Boxes, filled with or packaged, with inside frames, OTHER THAN CORRUGATED, Flat, NOT in FF. | 7 | Films, partitions, newspapers, or similar packing material, FIBROUS CORRUGATED, Flat, NOT in FF. | Pallet Weight | 2,070 | |
| 3 | Films, partitions, newspapers, or similar packing material, CORRUGATED, Flat, NOT in FF. | 5 | Films, partitions, newspapers, or similar packing material, CORRUGATED, Flat, NOT in FF. | 8 | Boxes, paperboard combined with corrugated film, Flat, or plastic film, OTHER THAN CORRUGATED, Flat, NOT in FF. | Total Weight | 25,065 | |
| 3 | Boxes, paperboard combined with corrugated film, Flat, or plastic film, CORRUGATED, Flat, or Plastic film, Flat, NOT in FF. | 6 | Films, partitions, newspapers, or similar packing material, CORRUGATED, Flat, NOT in FF. | 9 | Boxes, paperboard combined with corrugated film, Flat, or plastic film, CORRUGATED, Flat, or Plastic film, Flat, NOT in FF. | Total MSF | 230.281 | |
| | | | | | | Total Units | 45 | |

The three boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon, and all other requirements of Applicable Freight Classification.

NMFC 29785 CORRUGATED BOXES KDF (KNOCKED DOWN FLAT) CLASS 70

If a shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rate is dependent on the value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Carrier

International Paper Company Shipper, Per W

Customer

Agent [Signature]

Per

Permanent post-office address of shipper: (See shipping location above in "Consigned To" section.)

Print Date: Wed Apr 10, 2024 11:33AM - WDDCDeNoteTD.rpt - 543701 - CR

Customer Copy



PERFORMANCE
FOODSERVICE

GATE PASS

201-640-7590

MUST BE COMPLETED BEFORE DEPARTURE

CARRIER NAME

Marcos Italian Way

DOOR#

11

PO#

2131281

IN 0700

OUT

PLEASE MAKE SURE TRAILER LOCKS ARE ENGAGED

THIS TRUCK IS AUTHORIZED TO LEAVE PERFORMANCE FOODSERVICE CARO ONLY AS FOLLOWS:

EMPTY & CHECKED BY

DATE

PARTIALLY LOADED

(1/4, 1/2 or 3/4)

FULL

NUMBER OF RETURNING DAMAGED CASES

EMPTY PALLETS

HAND JACK

ELECTRIC PALLET JACK

2 WHEELER

RECEIVER SIGNATURE

[Signature]

PLEASE READ AND SIGN THE BACK OF FORM

(Outside Drivers)

TIME IN RECEIVING

TIME OUT RECEIVING

9:20

COMMENTS: