

**Bill to:**

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

Invoice Date: 05/06/2024

Invoice #: 1690316

Terms: NET 30

Due Date: 06/06/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/03/2024		1132 9th Rd, Chapman, NE 68827 - 12 Wilmot St, Danbury, CT 06810			
			1	\$2,850.00	\$2,850.00

TOTAL
\$2,850.00

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 ***

1690316

Dispatcher: Colin McCracken Phone: (423) 381-8134 Fax: (866) 431-5399 Email: Colin.McCracken@axlelogistics.com

Carrier:	Royal3 Inc Lombard IL 60148	Contact:	Al Milanovic
Date:	05/02/2024	Phone:	(930) 485-7370
		Fax:	

Order	Order: 1690316 Miles: 1410.0 Temp: BOL: PO502838	Commodity: Popcorn kernels Weight: 43200.0 Trailer: Van (DAT) Reference:
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PU 1	Name: Preferred Popcorn Address: 1132 9th Rd CHAPMAN NE 68827 Phone:	Date: 05/03/2024 1330 05/03/2024 1500 Contact: Dvr Ld/Unld: No driver loading or unload
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SO 2	Name: LesserEvil Warehouse Address: 12 Wildman St DANBURY CT 06810 Phone:	Date: 05/06/2024 0800 05/06/2024 1500 Contact: Dvr Ld/Unld: No driver loading or unload
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Payment	Carrier Freight Pay:	\$2,850.00
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Instructions



Al Milanovic

Yamir Mackay Garcia
(786) 503-2029

(X) Accept

() Decline

757
PTL2244745

Attn: Colin McCracken



Order Date	04/29/2024
Order #	S41338
Ship Date	05/03/2024
Carrier	Cus Arr-GA Logistics
Container/Trailer/Railcar #	244745
Seal Number	5397046
Bill of Lading Number	24-BPO502838
PO #	PO502838
Customer Requested Date	05/07/2024
Memo	23-05-21

NEBRASKA
1132 9th Road
Chapman NE 68827
United States
Tax ID # 88-3496129

Lesser Evil Brand Snack Co
192 White St
Rear entrance off wildman St
Danbury CT 06810
United States

Charges are to be Prepaid unless specified collect. If charges are to be collect, please check below:
To be collected on Delivery: _____
To be collected from Third Party: _____

S41338

Date/Time



Preferred Popcorn LLC
1132 9th Road Chapman NE 68827 United States

PACKING LIST

PO Number:	PO502838	Date Fulfilled:	05/03/2024
SO #:	Sales Order #S41338	Customer:	Lesser Evil Brand Snack Co
BOL#:	24-BPO502838		

Item ID	Item Description	Serial Number	Expiration Date	UOM	Fulfilled Qty
ORGANIC_BUTTERFLY	ORGANIC_BUTTERFLY	PNT201-22316A	05/02/2025	LB	43200

Total Quantity: 43200

Delivered By:

Delivery Date:

Prepared By:

Checked By:

Approved By:

Received By:

PREFERRED



POPCORN

Preferred Popcorn LLC
1132 9th Road
Chapman NE 68827
Phone: 308-986-2526
Fax: 308-986-2626

Indiana Location:
3055 West Bradford Road NE
Palmira IN 47164
Phone: 812-364-6717
Fax: 812-364-6105

Quality/Analysis Certificate

PO# PO502838
BOL# 24-BPO502838

The product in the container(s) listed below, originating in NEBRASKA, consists of the following Physical and Chemical Specifications:

1. This material must consist only of raw whole kernel popcorn that has been cleaned and graded for human consumption.
2. Material must meet the United States standard for popcorn and has specific characteristics as follows:

Description:

A. Moisture Percentage -	14-14.4
B. Expansion Ratio -	42-44
C. Kernels per 10 grams -	55-56
D. Mushroom Percentage	NA
E. Foreign Material	less than .01%
F. Damage	less than .8%
G. Aflatoxin B1	less than 5ppb
H. Free of Rodent and Insect Damage	
I. Reasonably free of heat, mold, frosted, diseased or other material damage.	
J. Total of Aflatoxin B1, B2, G1, and G2	NA
K. Fumonisin	NA
L. Zearalenone	NA
M. Yeast/Mold	NA

ORGANIC BUTTERFLY

Packaging: TOTES 20@ 2160LBS

Place of Final Delivery: Danbury, CT

Bag Markings : PKG: 05/02/2024 BEST BEFORE: 05/02/2025 PNT201-22316A US-ORG-044

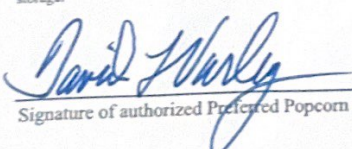
Container Number	Seal Number	Lot Number	Production Date	Expiration Date
2441745	5397046	PNT201-22316A	05/02/2024	05/02/2025

Inspection of the empty containers:

Prior to the loading of the containers, they were duly inspected and found to be suitable for food grade products, sufficiently cleaned, with no visible damage from either the outside or inside. Doors were inspected and determined to close tightly. No visible debris or presence of any foreign substance was found on the floor of the containers.

Shelf Life:

Shelf life is not a guarantee that popcorn will remain free of pest infestation. Popcorn that arrives with pest activity should be reported to Preferred Popcorn LLC immediately. We recommend that popcorn be stored at 40-60 F at 50-60% humidity. Popcorn should be monitored after receipt to prevent infestation during long-term storage.


Signature of authorized Preferred Popcorn Representative

05/02/2024
Date

PREFERRED POPCORN LLC

Headquarters
Preferred Popcorn LLC
1132 9th Road
Chapman NE 68827 USA
Phone: 308-986-2526
Fax: 308-986-2626



Indiana location:
3055 West Bradford Road NE
Palmyra IN 47164
Phone: 812-364-6717
Fax: 812-364-6105

Date: 05/03/2024

To Whom It May Concern.

The following products, supplied by Preferred Popcorn, LLC are under the jurisdiction of the F.D.A and are subsequently listed in the CFR-Title 21; subchapter B as "Food for Human Consumption," and are correspondingly classified as non-hazardous materials. As a result, they are exempt from the 29 CFR 1910-1200 O.S.H.A. Hazardous Communication Standard, and Safety Date Sheets are not required.

Yellow Bulk, Cleaned, Popcorn
White, Bulk, Cleaned, Popcorn
Yellow, Bulk, Cleaned, Popcorn, Organic
White, Bulk, Cleaned, Popcorn, Organic

Sincerely,


Safety Officer
Preferred Popcorn LLC

Bill of Lading

Preferred Popcorn LLC

NEBRASKA
1132 9th Road
Chapman NE 68827
United States
Tax ID # 88-3496129

Ship To

Lesser Evil Brand Snack Co
192 White St
Rear entrance off wildman St
Danbury CT 06810
United States

Order Date 04/29/2024
Order # S41338

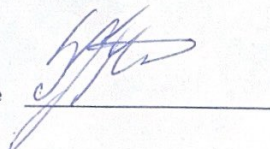
Ship Date 05/03/2024
Carrier Cus Arr-GA Logistics
Container/Trailer/Railcar # 244745
Seal Number 5397046
Bill of Lading Number 24-BPO502838
PO # PO502838
Customer Requested Date 05/07/2024
Memo 23-05-21

Item	Description	Ordered	Units	Inventory D...	Shipped	Expansion
ORG_BUTTERFLY	ORGANIC_BUTTERFLY	43,200	LB	PNT201-2231 6A(43200)	43,200	
<p>Randy Sauter 5.6.24</p>						

Charges are to be Prepaid unless specified collect. If charges are to be collect, please check below:

To be collected on Delivery: _____
To be collected from Third Party: _____

Preferred Popcorn Signature



Driver Signature

Date/Time



S41338

Bill of Lading

Preferred Popcorn LLC

NEBRASKA
1132 9th Road
Chapman NE 68827
United States
Tax ID # 88-3496129

Ship To

Lesser Evil Brand Snack Co
192 White St
Rear entrance off wildman St
Danbury CT 06810
United States

Order Date 04/29/2024
Order # S41338

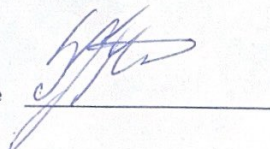
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Randy Sauter 5.6.24						

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To be collected from Third Party: _____

Preferred Popcorn Signature



Driver Signature

Date/Time



S41338