



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

Invoice Date: 05/31/2024
Invoice #: 1747210
Terms: NET 30
Due Date: 07/01/2024

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|--|----------|------------|------------|
| 05/29/2024 | | 15130 Market St., Channelview, TX 77530 - 702 S Broad St., Waverly, NY 14892 | | | |
| | | | 1 | \$4,100.00 | \$4,100.00 |

| |
|--------------|
| TOTAL |
| \$4,100.00 |

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

Knoxville, TN 37917
Dispatcher Eric Lewis

*** Load Confirmation ***
Phone: (865) 469-8945 Fax: (866) 431-5399 Email: eric.lewis@axlelogistics.com

1747210

| | | | |
|-----------------|--------------------------------|-----------------|---------------|
| Carrier: | Royal3 Inc Lombard IL 60148 | Contact: | Milo Morrison |
| Date: | 05/29/2024 | Phone: | |
| | | Fax: | |

| | | | |
|--------------|-----------------------|-------------------|---------------------|
| Order | Order: 1747210 | Commodity: | Food Ingredients |
| | Miles: 1593.0 | Weight: | 41800.0 |
| | Temp: | Trailer: | Van or Reefer (DAT) |
| | BOL: 558625-31 | Reference: | |

| | | | |
|-------------|--|---------------------|-----------------------------|
| PU 1 | Name: Lone Star Integrated Distribution | Date: | 05/29/2024 1200 |
| | Address: 15130 Market St. | | 05/29/2024 1500 |
| | CHANNELVIEW TX 77530 | Contact: | |
| | Phone: | Drv Ld/Unld: | No driver loading or unload |

| | | | |
|-------------|-----------------------------------|---------------------|-----------------------------|
| SO 2 | Name: Midwestern Pet Foods | Date: | 05/30/2024 0800 |
| | Address: 702 S Broad St. | | 05/31/2024 2100 |
| | WAVERLY NY 14892 | Contact: | |
| | Phone: | Drv Ld/Unld: | No driver loading or unload |

| | | |
|----------------|-----------------------------|------------|
| Payment | Carrier Freight Pay: | \$4,100.00 |
|----------------|-----------------------------|------------|

Instructions



Milo Morrison

Bivrevems
(407) 591-0705

(X) Accept

() Decline

425314
251824



Attn: Eric Lewis



407 591 0705

Freight Bill of Lading

Carrier Name: Axle Logistics

Ship Date: 5/29/2024

Manufactured by:

Consignee:

Mely Foods
 Colonia San Miguel
 Antigua Carretera al Norte
 Frente a Molinas de Honduras
 Comayagua 12101 Honduras

Midwestern Pet Foods, Inc.
 702 Broad St
 Waverly, NY 14892
 Ph: 607-565-3497

Shipper:

Lone Star Integrated Distribution
 15130 Market St.
 Channelview, TX 77015

TR# 251824 TRUCK# 42

Bill to:

AgMotion Pet Food Ingredients, LLC
 730 2nd Ave S
 Minneapolis, MN 55402
 Ph: 612-486-3896

Load #

558625-31

PO #

9924-31

Seal #

40493650

Lot #

COIU4116258

| # of Totes | Description | Class | Weight |
|------------|--|-------|------------|
| | Pumpkin Flour - Totes - 2,200 lbs each | | |
| | | | |
| | | | |
| | | | |
| Total | 19 TOTES | | 41,800 LBS |

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading, the property described above is in apparent good order, except as noted (contents and condition of the contents of packages unknown), marked, consigned, and destined, as indicated, above 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 of said destination, if on said 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, that every service to be performed hereunder shall be subject to the Bill of Lading.

Shipper Signature and Date

[Handwritten Signature] 5/29/24

Carrier Signature and Date



407 591 0705

Freight Bill of Lading

Carrier Name: Axle Logistics

Ship Date: 5/29/2024

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 Colonia San Miguel
 Antigua Carretera al Norte
 Frente a Molinas de Honduras
 Comayagua 12101 Honduras

Consignee:
 Midwestern Pet Foods, Inc.
 702 Broad St
 Waverly, NY 14892
 Ph: 607-565-3497

Shipper:
 Lone Star Integrated Distribution
 15130 Market St.
 Channelview, TX 77015

Bill to:
 AgMotion Pet Food Ingredients, LLC
 730 2nd Ave S
 Minneapolis, MN 55402
 Ph: 612-486-3896

TR# 251824 TRUCK# 42

Load # 558625-31
 PO # 9924-31
 Seal # 40493650
 Lot # COIU4116258

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[Signature] 5/29/24
 Shipper Signature and Date

5-31-24
[Signature]
 Carrier Signature and Date