

**Bill to:**

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

Invoice Date: 07/22/2024

Invoice #: 1812110

Terms: NET 30

Due Date: 08/22/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/19/2024		610 Aspen Drive, Litchfield, MN 55355 - 7603 Energy Pkwy, Baltimore, MD 21226			
			1	\$2,550.00	\$2,550.00

TOTAL
\$2,550.00

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
Dispatcher Riley Mason

*** Load Confirmation ***
1812110
Phone: (865) 562-3767 Fax: (866) 431-5399 Email: riley.mason@axlelogistics.com

Carrier:	Royal3 Inc	Contact:	Mike Zivanovic
	Lombard IL 60148	Phone:	(630) 485-7370
Date:	07/19/2024	Fax:	(630) 485-6980

Order	Order: 1812110	Commodity: Food Products
	Miles: 1182.0	Weight: 43000.0
	Temp:	Trailer: Van (DAT)
	BOL: 26732	Reference:

PU 1	Name: First District Association	Date: 07/19/2024 0800
	Address: 610 Aspen Drive	07/19/2024 1400
	LITCHFIELD MN 55355	Contact:
	Phone:	Drv Ld/Unld: No driver loading or unload
	Reference number: PU 26732	

SO 2	Name: Barrett Distribution	Date: 07/22/2024 0800
	Address: 7603 Energy pkwy	07/22/2024 0800
	BALTIMORE MD 21226	Contact: sch
	Phone: (443) 577-5387	Drv Ld/Unld: No driver loading or unload

Payment	Carrier Freight Pay:	\$2,550.00
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Instructions



Mike Zivanovic

mike.z@royal3inc.com



(X) Accept

() Decline

Attn: Riley Mason

Certificate of Analysis



SHIPPER:
FIRST DISTRICT ASSOCIATION
101 S. SWIFT AVENUE
LITCHFIELD, MN 55355
Phone: (320)693-3236
Fax: (320)693-6708

Plant Number: 27-288
Plant EU Number: 2118720
Lactose, Edible (Alpha Monohydrate)

Customer:
Ship To:
Address
TEDFORD/TELLICO, INC.
MCCORMICK BALTIMORE
7603 ENERGY PARKWAY
BALTIMORE, MD 21226

Description:
Item: EDIBLE LACTOSE - 25KG
Ship Date: 3006
Purchase Order: 26732
Order Number: 97391

R00406

Pallet	Lot#	Production Date	Net Wt.	TOTAL MOISTURE		PROTEIN		LACTOSE DRY BASIS		ASH	APC	SCORCHED PARTICLES	MOLD	YEAST	COLIFORM	pH
				Test Method	17th.Ed.15.117	NIR	AOAC	By Difference	Calc	NIR	SMEDP	SMEDP	SMEDP	SMEDP	SMEDP	SMEDP
				UOM	%	%	%	%	%	%	CFU/g	mg/25g	CFU/g	CFU/g	CFU/g	17th.Ed.15.022
1948617	24185-64	07/03/24	2,480.175		5.08	0.08	0.08	99.82		0.09	<10	7.50	<10	<10	<2	6.46
1948622	24185-65	07/03/24	2,480.175		5.16	0.05	0.05	99.74		0.2	<10	7.50	<10	<10	<2	6.44
1948623	24185-66	07/03/24	2,480.175		5.16	0.05	0.05	99.74		0.2	<10	7.50	<10	<10	<2	6.44
1948634	24185-67	07/03/24	2,480.175		5.16	0.05	0.05	99.74		0.2	<10	7.50	<10	<10	<2	6.44
1948638	24185-68	07/03/24	2,480.175		5.16	0.05	0.05	99.74		0.2	<10	7.50	<10	<10	<2	6.44
1948642	24185-69	07/03/24	2,480.175		5.16	0.05	0.05	99.74		0.2	<10	7.50	<10	<10	<2	6.44
1948648	24185-70	07/04/24	1,763.680		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948620	24186-02	07/04/24	2,480.175		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948621	24186-03	07/04/24	2,480.175		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948622	24186-04	07/04/24	2,480.175		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948623	24186-05	07/04/24	2,480.175		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948624	24186-06	07/04/24	2,480.175		5.12	0.11	0.11	99.68		0.19	<10	7.50	<10	<10	<2	6.68
1948625	24186-07	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948626	24186-08	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948627	24186-09	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948628	24186-10	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948630	24186-11	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948631	24186-12	07/04/24	2,480.175		5.14	0.10	0.10	99.72		0.17	<10	7.50	<10	<10	<2	6.66
1948632	24186-13	07/04/24	1,929.025		5.04	0.10	0.10	99.80		0.09	10	7.50	<10	<10	<2	6.60
			44,092.000													

* E. coli testing is performed only if coliform results are ≥ 2 cfu/g
Salmonella: Negative/375g - per lot composite
Color: Light Cream - Visual

Expiration Date: 24 months after manufacture date

STATEMENT OF COMPLIANCE: This product has been tested and approved as being in compliance with the specifications kept on file at First District Association. EU CERTIFICATE OF COMPLIANCE: First District Association hereby certifies that the milk products included in this COA were produced from raw milk meeting the somatic cell (400,000 per ml.) and bacterial standard plate count (100,000 per ml.) requirements of the Regulation (EC) No 853/2004 Annex III, Section IX-Chapter I, III Criteria for Raw Milk. Milk utilized in the production of this product has tested negative for inhibitory substances. Salmonella and S. aureus are tested at First District Association, ISO 17025, 4987.01.

Country of Origin: USA

Approved By:

Ashley Engel

Name \ Position:

Ashley Engel \ Quality Control Manager

Phone:

(320)593-4216

Certifications: Kosher



Halal



EU

Purchase Order: 26732



First District Association
101 South Swift Avenue
Litchfield, MN 55355
Phone: 320-693-3236 Fax: 320-693-6243

Outgoing
Vehicle & Cargo Audit

Warehouse: SOUTH WAREHOUSE

Date: 7/19/2024 Origin: LITCHFIELD, MN Customer: TEDFORD/TELLICO, INC.
Appt Time: 2:00 PM Loading Start Time: 1:00 Departure Time: 1:30
Carrier: AXLE LOGISTICS ^{Royal 3} 289478 Destination: BALTIMORE, MD
Order Number: 97391 PO #: 26732 Seal Number: W0001389
Description of Cargo: 25KG BAGS EDIBLE LACTOSE - 25KG
Product Unit Code: 406708

ACCEPTABLE CHECK (x) NOTE: DESCRIBE COMPLETELY ANY UNACCEPTABLE CONDITION AND ACTION TAKEN

<u>X</u>	SIGN OF INSECT AND / OR RODENT ACTIVITY
<u>Y</u>	NO SIGN OF ALLERGENS (SOYBEAN, WHEAT, PEANUT, TREE NUT, SHELLFISH, EGG, FISH, SESAME)
<u>X</u>	CLEAN SERVICEABLE PALLETS
<u>X</u>	SANITARY, DUST FREE, NOT TIRES, NO HAZARDOUS MATERIALS, NO ANIMAL FEED
<u>Y</u>	TORN, DAMAGED, OR LEAKING BAGS / CONTAINERS
<u>Y</u>	PROPER DOCUMENTATION, SEALED, TRAILER, & IDENTIFICATION OF CARGO
<u>Y</u>	TRAILER IS FREE OF HOLES OR OTHER OPENINGS
<u>Y</u>	NONDELIVERY, MISSING, SHORTAGE, OR OVERAGE
<u>Y</u>	TRAILER IS FREE OF OFF ODORS Verification (Initials): <u>MM</u>
<u>X</u>	TRAILER LINED WITH CARDBOARD / HOW MANY SHEETS: <u>0</u>
<u>Y</u>	LOAD LOCK PLACED (Y / N)
<u>X</u>	LACTOSE TOTES CRUSHED ON ALL SIDES (Please Circle) Y / N / <u>NA</u>

TRAILER CONSTRUCTION (Please Circle) REFER / WOOD-LINED / METAL / FIBERGLASS

TRAILER TEMPERATURE READING: NA °F

REMARKS:

WAREHOUSE OPERATOR SIGNATURE: [Signature]

YOUR SIGNATURE INDICATES ACCEPTANCE OF AUDIT FINDINGS AND THAT THE FORM IS COMPLETE:

DRIVER'S LICENSE NUMBER: MM REEFER TEMP SETTING: NA °F

DRIVER NAME (SIGNATURE): [Signature] DRIVER NAME (PRINTED): [Signature]



SHIP TO: MCCORMICK BALTIMORE
BARRET DISTRIBUTION
7603 ENERGY PARKWAY
BALTIMORE, MD 21226

PHONE:

FAX:

Country of Origin: USA

Temp: Ambient

TRAILER/CONTAINER NUMBER: 289478 TARE: —

Bill Of Lading
NUMBER: 99903

First District Association
101 South Swift Ave
Litchfield, MN 55355
(320) 693-3236

BILL TO: 848302
TEDFORD/TELLICO, INC.
9181 HUNTER VALLEY LANE
KNOXVILLE, TN 37922

PHONE: 800-833-3673

FAX:

SHIPMENT REF#: 99903

Plant 27-288

ORDER NUMBER: 97391

SHIP DATE: 7/19/2024

PURCHASE ORDER: 26732

REFERENCE CODE: R00406

SHIP VIA:

F.O.B.:

FREIGHT:

SEAL NUMBER: W0001389

SHIPPING WAREHOUSE:

FIRST DISTRICT ASSOC. SOUTH WAREHOUSE

205 S. SWIFT AVE.

LITCHFIELD, MN 55355

QUANTITY ORDER	ITEM CODE	CTNS	WEIGHTED
SHIPPED U/M	DESCRIPTION		SHIPPED
800.0000 25KG	3006 EDIBLE LACTOSE - 25KG	800.0	44092.000

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 party at any time interested in all 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 of tariff which governs the transportation of this shipment, and the said terms and conditions agreed to by the shipper and his assigns.

** The description and weight indicated on this bill of lading are correct subject to verification by the W & I B having jurisdiction according to agreement.

** "Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission."

"We hereby certify that any food products listed on this Bill of Lading which contain meat or poultry products and are offered for shipment in interstate or foreign commerce have been U.S. inspected and passed by the Department of Agriculture, are so marked, and at this date are not adulterated or misbranded."

* If the 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 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 Per Litchfield, MN

NEW PALLETS: 15

Added Cardboard: 0

NET WEIGHT: Pounds 44,092.000 KGs 19,999.778

TARE: 581.920 263.954

GROSS: 44,673.920 20,263.733

RECEIVED IN GOOD ORDER BY:

DATE: 7-19-24

X: HS



Plant No: 27-288

Manifest

SHIP DATE: 7/19/2024

First District Association
101 South Swift Ave
Litchfield, MN 55355
(320) 693-3236

PURCHASE ORDER: 26732

REFERENCE CODE: R00406

SHIP VIA:

F.O.B.:

FREIGHT:

SHIP TO: MCCORMICK BALTIMORE

BARRET DISTRIBUTION

7603 ENERGY PARKWAY

BALTIMORE, MD 21226

PHONE: 800-833-3673

FAX:

BILL TO: 848302

TEDFORD/TELLICO, INC.

9181 HUNTER VALLEY LANE

KNOXVILLE, TN 37922

PHONE: 800-833-3673

FAX:

SHIPPING WAREHOUSE:

FIRST DISTRICT ASSOC. SOUTH WAREHOUSE

205 S. SWIFT AVE.

LITCHFIELD, MN 55355

SHIPMENT REF#: 99903

ORDER NUMBER: 97391

Country of Origin: USA

Temp: Ambient

ORDER UOM	ITEM	DESCRIPTION	CUSTOMER CROSS REF			QTY	WEIGHT
P/R DATE	MFG SEQ.	WAREHOUSE	LOT	UNIT	PALLET CODE	SHIPPED	SHIPPED
25KG	3006	EDIBLE LACTOSE - 25KG				800.0	44,092.000
7/3/2024	241853	SOUTH WAREHOUSE	24185-66	406708	1948623	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-01	406708	1948818	32.0	1,763.680
7/4/2024	241863	SOUTH WAREHOUSE	24186-05	406708	1948823	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-09	406708	1948827	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-13	406708	1948832	35.0	1,929.025
7/3/2024	241853	SOUTH WAREHOUSE	24185-65	406708	1948622	45.0	2,480.175
7/3/2024	241853	SOUTH WAREHOUSE	24185-69	406708	1948642	13.0	716.495
7/4/2024	241863	SOUTH WAREHOUSE	24186-04	406708	1948822	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-08	406708	1948826	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-12	406708	1948831	45.0	2,480.175
7/3/2024	241853	SOUTH WAREHOUSE	24185-67	406708	1948634	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-02	406708	1948820	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-06	406708	1948824	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-10	406708	1948828	45.0	2,480.175
7/3/2024	241853	SOUTH WAREHOUSE	24185-64	406708	1948617	45.0	2,480.175
7/3/2024	241853	SOUTH WAREHOUSE	24185-68	406708	1948638	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-03	406708	1948821	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-07	406708	1948825	45.0	2,480.175
7/4/2024	241863	SOUTH WAREHOUSE	24186-11	406708	1948830	45.0	2,480.175
TOTAL UNITS SHIPPED				800.000			
TOTAL QUANTITY SHIPPED				800.000			
TOTAL NET WEIGHT				44,092.000			
TOTAL TARE WEIGHT				581.920			
TOTAL WEIGHT				44,673.920			

