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|-------------------------------|--------------------|
| Dispatcher | |
| Dispatcher: | William Brady |
| Phone: | 260-208-4500 x7018 |
| Emergency Phone: 260-208-4500 | |

Load and Rate Confirmation Agreement
Load #1824840

To accept load please sign and email this sheet back to: preston.brady@circledelivers.com

| | | | |
|---------------------|--|-----------------|--------------|
| Carrier Information | | | |
| Load Number: | 1824840 | Driver Name: | Virgile |
| Carrier Number: | 15733 | Truck Number: | 749 |
| MC Number: | 944686 | Trailer Number: | H03263 |
| Carrier Name: | ROYAL3 INC | Carrier Phone: | 630-485-7370 |
| Attention: | Bonnie | Carrier Fax: | 630-485-6980 |
| Sent To: | bonnie@royal3inc.com , pitstatusupdates@circledelivers.com | | |

| | | | |
|------------------|---------------|----------------|------------|
| Load Information | | | |
| Bill Of Lading: | NB33204420 | PO Number: | 52245 |
| Commodity: | Bottled Water | Pickup Number: | 36997729 |
| Container #: | MB | Ref Number: | NB33204420 |
| Dimensions: | L:53'; | Seal Number: | 0 |
| Load Size: | Truckload | Trailer Req: | Van |
| Miles: | 183.63 | Weight: | 45,120 |

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|---|-----------------------------|
| #1 Shipper | Sunday, 09/29/2024 at 23:30 |
| Company: OKLAHOMA CITY | |
| Address: 500 NORTH SARA ROAD | |
| City/St/Zip: OKLAHOMA CITY, OK 73127 | |
| - Food grade trailer needed, no odors, leaks, or holes - The pickup appointment has some flexibility, however, the delivery appointment was pre-set by the shipper. - The delivery appointments can sometimes take work in's at the receiver's discretion ##### | |

| | |
|--|-----------------------------|
| #2 Consignee/Final Destination | Monday, 09/30/2024 at 07:00 |
| Company: KROGER NAS,GODDARD | |
| ABC,GODDARD,KS,USA | |
| Address: 21999 W. HWY 54 DILLON STORES | |
| GODDARD DC | |
| Address 2: DC | |
| City/St/Zip: GODDARD, KS 67052 | |
| DELIVERY: 36997729 PO NUMBER: 52245 | |

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| Additional Information |
| <p>Customer Dispatch Notes: **TRAILERS MUST BE IN GOOD CONDITION TO BE LOADED** NO moisture, NO debris, NO leaks, NO odors, NO holes, cracks, or patches *Drivers cannot check-in at the shipper until 30 minutes before the scheduled appointment time. Carrier agrees by picking up this load that the driver will download the MacroPoint tracking Mobile App and share Location for the duration of the load, or the carrier is subject to \$100 fine By accepting this load the carrier agrees that any detention charges will be paid at \$30/hr billed at 15-minute increments, with a maximum detention pay of \$150. CARRIER MUST INSPECT AND SECURE LOAD BEFORE LEAVING SHIPPER, IF NO DAMAGES ARE NOTED ON THE BOL BEOFRE LEAVING THE SHIPPER ALL DAMAGES WILL BE ON THE CARRIER. At no time can any load be on the trailer more than 5 days or will be subject to a full truckload claim due to time limits of customer. Detention charges must be submitted in writing with a copy of the BOL with times on it to Niagara@circledelivers.com</p> |

Pitstatusupdates@circledelivers.com within 48 hours of delivery. Layover/TONU - \$150. All arrival and departure times MUST be supported by Mobile App location time stamps to have accessorial charges approved. ATTN: DISPATCH = All Shipments MUST be tracked from time of dispatch consistently through delivery. Consistent updates are required!!! All \$\$ money codes are subject to a \$10.00 convenience fee that will be applied to the carrier's pay.

Amount to invoice Circle Logistics, Inc: \$500.00



Dispatcher

Dispatcher: William Brady
Phone: 260-208-4500 x7018

Emergency Phone: 260-208-4500

Load and Rate Confirmation Agreement Load #1824840

To accept load please sign and email this sheet back to: preston.brady@circledelivers.com

Agreement: This contract rate addendum is entered into on this date, 09/27/2024, by and between Circle Logistics, Inc (hereinafter referred to as "Broker") and ROYAL3 INC (hereinafter referred to as "Carrier"). All Flatbed open deck loads must tarp! Term and Conditions 1. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For all detention and truck ordered not used charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. Broker may offset any cargo claims or other penalties/damages Carrier is responsible for from Carrier's freight charges. 2. Documents required to process payment: a. Invoice b. Original Proof of Delivery w/3 signatures (Shipper, Consignee, and Carrier's driver) c. Signed Rate Confirmation d. Any and all required receipts that Broker requires to invoice its customer e. Arrival and departure times signed by the Shipper and/or Consignee. 3. Carrier or Carrier's driver must fax (317-324-9919) or scan/email proof of delivery within 72 hours of delivery of freight. Failure to send in proof of delivery with 72 hours will result in a \$25 rate reduction. After 3 days, Carrier agrees to a \$5/day rate reduction for each day Carrier does not provide Broker with a proof of delivery. Carrier is responsible for maintaining proof, via fax or email receipt, or submission of POD. 4. Carrier must count and verify the shipment before loading. Carrier must contact Broker re: any discrepancies and must obtain a new confirmation in writing before Carrier's driver departs from Shipper. 5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier. 6. Unless written waiver is obtained from Broker, Carrier shall look only to Broker, and not to the involved Shipper, Consignee, or customer of Broker, for payment of Carrier's freight charges. Broker shall be entitled to deduct any damages or claims against all of Carrier's outstanding receivables from Broker and shall not be limited to deducting the damage charges solely from the load resulting in the damage and/or claim. No Cargo liability limitations shall apply with respect to this shipment, and Carrier shall be responsible for the full actual cost of any damage or loss to the cargo being transported regardless of the amount of cargo insurance required. 7. Carrier must report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pickup and/or delivery time(s). 8. Carrier agrees that unauthorized delays in pickup and delivery may result in a rate reduction of greater of 25% of the original agreed rate or the amount that the Broker forfeits on the load. 9. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require tarps. 10. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds auto liability insurance of a minimum of \$1 million and cargo of at least \$100,000. Carrier agrees to notify Broker immediately re: any material changes in Carrier's safety record. 11. Carrier shall also be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract executed with Broker. 12. FATIGUE - Drivers may not operate, nor shall a motor carrier require or permit a driver to operate, a CMV if they are too tired or sick to drive safely. Operation may be discontinued at the driver's discretion. 13. MOBILE PHONE AND TWO-WAY COMMUNICATION DEVICE - Drivers shall not use a hand-held nor a hands-free mobile telephone while driving a CMV. Use of a mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. 14. LOAD SECUREMENT - A driver may not operate a CMV and a motor carrier may not require or permit a driver to operate a CMV unless the CMV's cargo is properly distributed and adequately secured. 15. SEATBELTS - No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, that has a seat belt assembly installed at the driver's seat unless the driver is properly restrained by the seat belt assembly. 16. RECOMMENDED TRAINING FOR DRIVERS: DEFENSIVE DRIVING TRAINING - Defensive driving training would teach drivers how to recognize potentially hazardous situations sufficiently in advance to allow time to safely maneuver past them. FATIGUE AWARENESS TRAINING - Fatigue awareness training for drivers would teach drivers about the factors contributing to fatigue and their impact on performance along with fatigue awareness and avoidance techniques. 17. When applicable, Carrier agrees to follow the C-TPAT 7/8 and 17/18 Point Container Inspection Process. Carrier also agrees to follow both the C-TPAT Agricultural Processes and the C-TPAT Seal Processes when required.

Quick Pay: Please initial the option of your choice. Email Invoice, B.O.L., Proof of Delivery, and Rate Confirmation to quickpay@circledelivers.com.

Option #1 _____ Get paid in 48 hours 5% discount.

Option #2 _____ Get paid in 7 days 2% discount.

*** Cash Advance Fee - \$ 2.75 +
Mandatory 48 Hour Quick Pay 5%**

Amount to invoice Circle Logistics, Inc: \$500.00

Carrier: ROYAL3 INC

MC #: 944686

By: _____

Title: _____

Invoicing Methods

1. Email (preferred): freightpay@circledelivers.com
2. Fax: (317) 324-9919
3. US Mail: Circle Logistics
Attn: Billing Dept.
P.O. Box 8067
Fort Wayne, IN 46898-8067



INVOICE

BILL TO:
CIRCLE LOGISTICS INC
1950 W COOK RD STE 102
FT WAYNE , IN 46818

INVOICE DATE: 09/30/2024
INVOICE #: 1824840
TERMS: NET 30
DUE DATE: 10/30/2024

| DATE | CUSTOMER REF# | ORIGIN - DESTINATION | QUANTITY | RATE | AMOUNT |
|------------|------------------|--|----------|----------|----------|
| 09/29/2024 | | 500 North Sara Road, Oklahoma City, OK 73127 - 21999 W. HWY 54 Dillon Stores, Goddard, KS 67052 | | | |
| | | Freight Income | 1 | \$500.00 | \$500.00 |
| | | Broker will reimburse | 1 | \$159.00 | \$159.00 |

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|--------------|
| TOTAL |
|--------------|

| |
|----------|
| \$659.00 |
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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



Niagara Bottling, LLC

Page 1 of 1

LEVEL OF LADING - SHORT FORM - Not negotiable

BILL OF LADING

Date: 09/29/24 9:15 PM

SHIP FROM
Name: OKC
Address: 500 North Sara Road
City/State/Zip: Oklahoma City, OK 73127
SID#: 57458840

FOB: ☐

Bill of Lading Number: 36997729
Master Bill of Lading Number: 57458840
Customer PO#: 52245
Reference #: 855721865
Delivery #: 36997729
Shipment #: 57458840

SHIP TO
Name: KROGER NASHVILLE - RASC
Location #:
Address: 21999 W. HWY 54 DILLON STORES GODDARD DC
City/State/Zip: GODDARD, KS 67052
CID#:
Customer Phone:
FOB: ☐

CARRIER DETAILS
Carrier Name: CIRCLE LOGISTICS INC
Address: PO BOX 8067
City/State/Zip: FORT WAYNE IN 46802
SCAC: CLIM Pro number:
Trailer number: H03263
Seal Number: 5354025

Freight Charge (freight charges are prepaid unless marked otherwise)
Terms:
Prepaid ☐ Collect ☐ 3rd Party ☐ Customer Pick Up ☐

POD INSTRUCTIONS: Carrier FAX (909) 494-4456 Or Email To: Orders@niagarawater.com
TO:
Customer Order Information

| Qty Order | Bottles Shipped | Cases Shipped | Pallets Shipped | SKU | Customer Item ID | Item Description | UPC Code | Weight |
|---------------|-----------------|---------------|-----------------|--------------------|------------------|-------------------------------|--------------|-----------|
| 960 | 38400 | 960 | 20 | KRG05L40PDRGP N | 23029 | 05L.DR.KROGER.40P.N.48. GP | 001111009855 | 45120 lbs |
| Totals | | | | | | | | 45120 lbs |
| 960 | 38400 | 960 | 20 | | | | | |

All overages, under and damage issues/refusals must be populated on this document and communicated via FAX confirmation of POD to (

Receiving Stamp:

CARRIER

CARRIER SIGNATURE/PICKUP DATE

If the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
Consignor Signature _____
Date _____

FACILITY CHECKOUT

Appt Time: 9/29/24 10:30 PM
Check In Time: 9/29/24 8:04 PM
Check Out Time: 9/29/24 9:15 PM
Delivery Time: 9/30/24 5:00 AM

Print Name:

Driver Name: silfrenne virgile
Driver Initials: SV
NBL Initials: _____

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.

COD Amount: \$

LTL ONLY

NMFC # CLASS
0

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S.DOT emergency response guidebook or equivalent documentation in the vehicle.

CARRIER INSTRUCTIONS

Driver: Should you encounter any delays preventing the on time delivery of this shipment, please dial 909-230-4486 for assistance.
Kroger Receiving

Date: 9/30/24 Total # cases BOL: 20
Over/Short cases: 0 Total cases rec'd: 20
Receiver printed name: Silfrenne
Receiver signature: [Signature]
Witness signature: _____

All Corrections on RCN Must be initialed and dated by receiver