

**CONFIRMATION OF PURCHASE AND SALE OF  
MOTOR CARRIER TRANSPORTATION CAPACITY**

Trade Date: 10/14/24  
Deal Number: 1001144CO

**ROYAL3 INC**

Attn. Dispatch  
Phone: 630-566-1257  
Fax: :  
<DOT Safety Rating>  
<MC Docket No. \_\_\_\_>  
<Broker: Yes\_\_ No\_\_>  
<Carrier: Yes X No\_\_>  
<Shipper: Yes\_\_ No\_\_>

Federal Logistics Sales  
PO Box 2370  
Frisco, TX 75034  
Phone: 972-370 9838  
Fax: 972-370-9858  
<Shipper: Yes\_\_ No\_\_>  
<Carrier: Yes\_\_ No\_\_>  
<Broker: Yes X No\_\_>  
<Freight Forwarder: Yes\_\_ No\_\_>

This Confirmation evidences the binding verbal agreement reached between representatives of Buyer and Seller (the "Parties") on the Trade Date regarding a capacity purchase and sale transaction (the "Transaction") by which Seller has agreed to sell and provide to Buyer, and Buyer has agreed to purchase and receive from Seller, certain motor carrier transportation capacity (the "Capacity") under the following terms and conditions, as supplemented by the Federal Logistics, Inc. General Terms and Conditions for Spot Sales of Motor Carrier Transportation Capacity Transaction ("Terms"), and incorporated herein by reference (collectively, this "Agreement"). This Agreement shall constitute the entire agreement between the Parties regarding the Transaction. All capitalized terms not otherwise defined in the Confirmation shall have the meanings assigned to them in the Terms.

The Capacity shall be the motor carrier transportation capacity required to transport the following described product(s) from the below named Origin to the below named Destination at the specified rates and charges under the terms and conditions of this Agreement (as used in the Terms, a "Shipment")

Origin Company   Columbian Chemical/Birla  
Origin (Address)   3500 South Road S  
City/State/Zip    Ulysses, KS 67880  
Contact           Shipping  
Phone #  
Fax #  
PO # / Ref #       P-Federal Log  
Pick Up Date       10/14/24  
Pick Up Time       11am to Noon

Destination Company   Oxerra Americas  
Company (Address)    3700 E Olympic Blvd  
City/State/Zip        Los Angeles, CA  
Contact  
Phone #               Bill of lading to provide  
Fax  
Bill of Lading  
Delivery Date       10/16/24  
Delivery Time       9am

**Instructions:**

Equipment Type   Dry Van Only  
Units: Weight: legal   Legal Stated Value:

Commodity: Carbon Black 43,300

Other Terms and Charges:   please have load driver call in for his pick up number//

**Special Instructions :   Driver must have load locks or straps//Load cannot be double brokered**

Hazardous Material:   Yes\_\_ No X  
Contact & Contact #

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*If the Shipment includes Hazardous Materials, Shipper certifies that it is familiar with the Hazardous Materials Transportation Regulations at 49 CFR Parts 100-180 and fully understands its obligations Thereunder (in particular under 49 CFR Part 173), and that all shipments tendered hereunder shall Comply fully with the requirements set forth therein.*

Unless expressly provided for otherwise, the Carrier's maximum cargo liability insurance coverage for the Shipment will be \$100,000 in accordance with Section 7(c) of the Terms. If Broker, at Shipper's request,

arranges for additional cargo liability insurance coverage for the Shipment to be maintained by Carrier, Shipper will pay Broker the premium for any such additional coverage.

Premium for Additional Cargo Liability Insurance (if any): \$ \_\_\_\_\_

**Price: \$2,300.00**

The Price shall also include any additional charges set forth in this Confirmation and if Buyer is a Shipper, all accessorial charges assessed by carriers in connection with the Transaction as a result of shipper or consignee action, including but not limited to excessive loading and unloading times.

**Payment:** All payments owed by Buyer shall be payable to Seller within 30 days of Buyer receiving proof of delivery and Seller's invoice. All payments by check shall be made to Seller at Seller's address set forth above.

The Parties agree that they will function in the Transaction as a Broker, Shipper, Carrier, or Freight Forwarder. To the extent not set out in the confirmation, the duties, responsibilities and liabilities of Parties functioning in each such capacity are set forth in the Federal Logistics General Terms. If Federal Logistics, Inc. ("FLS") is designated in this confirmation as a "Freight Forwarder," then FLS represents, warrants and covenants as follows: (i) FLS is properly registered as a freight forwarder pursuant to 49 U.S.C. 13903 in the FF Docket under Docket No. FF003743, and that it is in full compliance with the insurance requirements for freight forwarders established by the Federal Motor Carrier Safety Administration; and (ii) with respect to this Transaction only, FLS will be directly and primarily liable to Shipper for loss, damage, or delay of the Shipment in accordance with Section 7 (g) of the Terms (including the definition of "full value" as set forth therein) as if FLS were a "Carrier" for the purposes of such Section 7(g); provided, however that FLS's assumption of liability provided for herein shall in no way absolve Carrier from any obligations undertaken by it pursuant to this Transaction.

**SHIPPER ACKNOWLEDGES AND AGREES THAT FLS ASSUMES NO LIABILITY IN CONNECTION WITH ACTING AS A FREIGHT FORWARDER EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS CONFIRMATION.**

If the Party receiving this Confirmation objects to any differences between this Confirmation and the agreement reached between the Parties regarding the Transaction, the receiving Party must notify the Party sending the same of the Receiving Party's objections in writing by fax to 972-735-9021 at or before 5:00 p.m. Eastern Time, on the date this Confirmation is received. If, however, this Confirmation is received after 4:00 p.m., Eastern Time, then the receiving Party must notify the sending Party of any such objections in the same manner, but at or before 12:00 noon, Eastern Time on the date following such receipt. If the Receiving Party fails to object within such time period, such objections shall be deemed waived and the terms of this Confirmation, as supplemented by the FLS General Terms, will become final and conclusive evidence of all the terms of the binding agreement regarding this Transaction.

Sincerely,

**FEDERAL LOGISTICS SALES**

By: \_\_\_\_\_  
Blake High

**Confirmed:**

By: Bill Carson  
Its: Royal3

10/11/2024





## INVOICE

**BILL TO:**  
FEDERAL LOGISTICS SALES  
6637 BRIAR RIDGE LANE  
PLANO, TX 75024

**INVOICE DATE:** 10/16/2024  
**INVOICE #:** R60979  
**TERMS:** NET 30  
**DUE DATE:** 11/16/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/14/2024		3500 South Road S, Ulysses, KS 67880 - 3700 E Olympic Blvd, Los Angeles, CA			
		Freight Income	1	\$2,300.00	\$2,300.00

<b>TOTAL</b>
\$2,300.00

**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**



(Uniform domestic straight bill of lading, adopted by carrier in official, Southern, Western and Illinois classification territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941)

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 at 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 Straight Bill Of Lading set forth (1) in official Southern, Western, and Illinois Freight Classifications in effect on the date hereof. If this is a rail-water 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.



## STRAIGHT BILL OF LADING

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**PLANT :-** Birla Carbon U.S.A., Inc., Production Unit Hickok,  
3500 South Road S,  
Kansas, KS 67880, USA

**SHIP TO PARTY :-** "0000000789"  
Oxerra Americas, LLC.,  
3700 E. Olympic Blvd,  
Los Angeles, CA 90023, USA

Delivery No : 1000992667

Sales Order No : 350221752

Truck/Rail Car No : ROYAL3289479

PGI Date : 10/14/2024

Ship Date : 10/14/2024

Cust PO No : 63790

Incoterms : DEL Los Angeles

*Murquis*  
*10/16/24*  
*Received*

Transporter/Routing : FEDERAL LOGISTICS INC

SEAL : 14412477 20Pallets 41100LBS

Carrier Instruction : LA Requires delivery Apt:

Order Line	Description (Customer Code)	No. Of Pkgs	Batch	UoM	Net Weight
					Subject To Correction
1	BIRLA CARBON-N772-CARBON BLACK - N772-12018P N772 - 1.3m BIG BAG (830IP1000)	40	12021848	LB	40,000.000
TOTAL		40			40,000.000

Birla Carbon's acceptance of this order is expressly conditioned on customer's acceptance of Birla Carbon's terms & conditions of sale, which can be found at  
<http://birlacarbon.com/pdf/T&C/BC-Global---Standard-Terms-and-Conditions-of-Sale.pdf>. Birla Carbon expressly disclaims any conflicting or additional terms and conditions included in any customer document.



Conversion Factor Used : 1 MT = 2204.62 LB and 1 MT = 1000 kg

SHIPPER'S SIGNATURE	CARRIERS SIGNATURE	CHARGES ADVANCED	RECEIVED	Agent or Cashier	PER (the signature hereon acknowledges only the amount prepaid)
		\$	\$		

Subject to Section 7 of Conditions. If this 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.

**Birla Carbon U.S.A., Inc. SIGNATURE OF CONSIGNOR**

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

If the Shipment moves between two ports by a carrier by water, the law requires that the bill of Lading state whether it is carrier's or shipper's weight.

AGENT

PER

### SEND FREIGHT BILL TO

Email Invoices to  
josie.martinez@oxerra.com &  
cole.parsons@oxerra.com

TO INSURE PROMPT PAYMENT  
INCLUDE DELIVERY NUMBER

WEIGHTED AT: ENROUTE

COPY OF SCALE WEIGHT TICKET TO BE FURNISHED ☐

Birla Carbon U.S.A., Inc.  
TRAFFIC SERVICES DEPT.  
Tel No/Fax No: (770) 792-9400/ (770)  
792-9417

GROSS	TARE	ALLOWANCE	NET
WEIGHTS SUBJECT TO VERIFICATION BY THE WESTERN WEIGHING AND INSPECTION BUREAU ACCORDING TO AGREEMENT NUMBER 6846			

THIS CAR  
LEASED TO: CONSIGNEE  
DUNNAGE:  
STC CODE 2899610

### CERTIFICATION

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and classified, packed, marked and labeled and are in all respects in proper conditions for transport by rail/highway/water (STRIKE NON-APPLICABLE) according to applicable international and national regulations.

NOT REQUIRED

SIGNATURE