

INVOICE

BILL TO: R2 LOGISTICS INC 7643 GATE PARKWAY SUITE 104 PMB 150 JACKSONVILLE, FL 32256

INVOICE DATE: 11/08/2024 INVOICE #: B64495 TERMS: NET 30 DUE DATE: 12/08/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
11/06/2024		15 Wallen Ave SW, Grand Rapids, MI 49507, USA - 3301 E Park Ave, Searcy, AR 72143, USA			
		Freight Income	1	\$1,700.00	\$1,700.00

TOTAL	
\$1,700.00	

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 PRO # 1472527

Rate Confirmation

11/06/24 08:39:58 (EST)

P			F R O M		EAM-J 451-4685 amj@r2logis				
R2 LOGISTIC	cs		C A R R	BRZ (708)	303-5150 ((p) Att: SI	IAWN		
7643 GATE E	PARKWAY		R I	MC #	86875	Tr	uck #		
SUITE 104 PMB 150			Ē	DOT	3119062	Tra	iler #		
JACKSONVILLE FL 32256			R	Driver	DANIEL	(Cell # (305) 741		-2705
Size & Type: Pieces:	53' FOOD G 1306	RADE VAN	Description: Weight:			Miles:	742		
CI	IARGES				DISPAT	CH NOTES			
LINE HAUL RATE		1700.00	**EACH INDIVIDUAL BOL MUST BE SIGNED AND STAMPED BY SAMS DC.** FOOD GRADE PLATED DRY VAN/CLEAN/ODOR FREE/DEBRIS FREE. PLEASE REACH OUT TO DCSTEAMJ@R2LOGISTICS.COM FOR ALL COMMUNICATION. DRIVERS MUST CALL IN FOR PU# PRIOR TO PICK UP ONCE EMPTY AND TRACKING ON MACROPOINT. 30 MINUTE NOTICE IS REQUIRED BEFORE ENTERING DETENTION.						
TOTAL RATE USD		1700.00							

PICK 1

UTZ QUALITY FOODS - PL 219 CANTON ST SW, STE 65951102 GRAND RAPIDS MI 49507

Appointment 11/06/24 @ 11:00 Appt Notes: 1100 SET Pieces: 1306 Weight: 22741 Seal # 7088525536

STOP 1

SAM'S CLUB 8234 - SE 3301 E PARK AVE SEARCY AR 72143

Appointment 11/07/24 @ 09:00 Appt Notes: 0900 SET Pieces: 1306 Weight: 22741 Seal # 7088525536 Ref # 83576003

LUMPER RECEIPTS MUST BE EMAILED TO DCSTEAMJ@R2LOGISTICS.COM WITHIN 72HRS OF DEL. NOTE THAT THIS IS SO OPERATIONS CAN REPORT THE LUMPER TO CUST. AND THIS WILL NOT SATISFY BILLING. THE LUMPER NEEDS TO BE UPLOADED TO EPAY FOR BILLING WITHIN 72 HRS OF THE LOAD BEING IN EPAY. 53' Food Grade Trailer with Swing Doors and Air Ride Required. Reefers should be clean, dry, and odor free. All Reefer units are to be in good working condition and 3/4 full at time of pickup. All Reefer loads are rquired to get a standard trailer washout at a 3rd party facility within 24 hours of the pickup appointment. Reefer trailer is required to be preset to the designated temperature shown on the rate confirmation prior to arrival at the shipper. Receipt of the trailer washout, pictures of the inside of the trailer shown clean/dry, and a picture of the preset reefer temperature are to be sent to dcsteamj@r2logistics.com. Upon receipt, we will provide approval to proceed to the pickup location. Driver is not to arrive more than 30 minutes early to the pickup. Driver cannot be late to the pickup. Strict pickup and delivery appointments as there are inspectors onsite. PERFORMANCE FOODSERVICE FACILITIES - EFFECTIVE 3/06/2023, ALL PERSONNEL

(Continued On Next Page)

Carrier Signature _

PRO #1472527 must appear on all Invoices

Doc ID: 252910 6933 iet Aills to the Address Above Sertifi Electronic Signature PRO # 1472527

Rate Confirmation

11/06/24 08:39:58 (EST)

	F R O M	DCS TEAM-J (214) 451-4685 dcsteamj@r2logistics.com
R2 LOGISTICS 7643 GATE PARKWAY SUITE 104 PMB 150	C A R I E	BRZ (708) 303-5150 (p) Att: SHAWN MC# 86875 Truck# DOT 3119062 Trailer#
JACKSONVILLE FL 32256	R	Driver DANIEL Cell # (305) 741-2705

ENTERING THE TRUCK-YARD OR THE WAREHOUSE WILL BE REQUIRED TO WEAR A HI-VIS GARMENT THAT COVERS THE UPPER TORSO. IF THE DRIVER ARRIVES AND DOES NOT HAVE A HI-VIS GARMENT, THEN A VEST WILL BE PROVIDED FOR \$5.00 CASH. THIS WILL NOT BE REIMBURSABLE AS THIS WAS MENTIONED TO YOU ON THIS RATE CON PRIOR TO YOUR ARRIVAL TO PERFORMANCE FOOD SERVICE. ALL PAGES OF THE BOL ARE REQUIRED TO BE SIGNED. IF THEY'RE NOT ALL SIGNED YOU WILL SEE A DELAY IN PAYMENT UNTIL SUCH TIME AS YOU CAN PROVIDE DOCUMENTATION SHOWING ALL PAGES WERE SIGNED. SCALE TICKETS SHOWING LOADED WEIGHT AND DELIVERED WEIGHT MUST BE PROVIDED WITH CARRIER INVOICE!!! Remarks: Please submit ALL pages of the POD with a receiver signature within 72 hours of delivery. ***CARRIERS MUST REPORT DETENTION 1 HOUR PRIOR TO OCCURANCE AND MUST SUBMIT LUMPER RECEIPT WITHIN 24-48 HOURS OF DELIVERY IF THERE IS ONE. FAILURE TO DO SO WILL RESULT IN NON-PAYMENT OF CHARGES.***

Date _____ / ___ / ___ / ___ / _____ / _____ / _____ / ____ / ____ / ____ / ____ / ____ / ____ / ___

PRO #1472527

Payment

Invoicing, document collection and payment for all completed loads will be made electronically using Epay Manager at www.epaymanager.com. Using this system, an electronic invoice will be created within 48 hours after delivery and available for review in the Epay Portal. Each invoice will allow you to send and attach PODs and manage disputes. All payments will be made in U.S. dollars unless approved in writing by R2 Logistics in advance of the shipment.

R2 Master Motor Carrier Agreement Supplement and Carrier Load Confirmation Conditions

THIS LOAD CONFIRMATION IS SUBJECT TO THE CONDITIONS OF THE MASTER MOTOR CARRIER AGREEMENT PREVIOUSLY EXECUTED BETWEEN OUR COMPANIES AND THIS ESTABLISHES A SUPPLEMENT TO THE TERMS OF THAT AGREEMENT. WE AGREE TO PAY THE RATES AND CHARGES SHOWN AND NO DIFFERENT TARIFF, RATE, OR SCHEDULE OF RATES APPLIES. THIS LOAD CONFIRMATION IS INCLUSIVE OF ALL CHARGES UNLESS ORAL AND WRITTEN FAX/EMAIL OBJECTIONS ARE MADE TO ITS TERM, WITHIN TWENTY FOUR (24) HOURS OF RECEIPT OR PRIOR TO WORK BEING INITIATED, WHICH EVER IS EARLIER.

Additional Terms

1. Service and Rate Stipulation

This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this supplement. Shipper may reduce the rate if carrier fails to complete any shipment terms and conditions. Shipper may reduce the rate if the load picks up or delivers after originally scheduled date and time. Carrier acknowledges that failure to complete any terms and conditions on this shipment may endanger or result in loss of future business opportunities with R2 Logistics, Inc. and/or cancellation of the Master Motor Carrier Agreement. No pick-up or delivery appointments will be made by R2 Logistics that directly violate hours of service regulations and any routing information given is for informational purposes only. By accepting this load, Carrier ensures that driver is able to complete the load within reasonable dispatch while remaining in compliance with hours of service regulations.

2. Seal Integrity and Food Safety

Only authorized personnel can remove seal(s) upon arrival to the destination site unless required by in-transit inspections(Law enforcement, DOT or other regulatory agencies). If a seal is broken in-transit, it must be communicated immediately to the broker. Failure by carrier to maintain seal integrity throughout the trip may result in a claim. Carrier also ensures that its driver has been properly trained and is able to comply with Food Safety and Seal Integrity procedures posted on our website: www.R2Logistics.com/FoodSafety

3. Accessorial Charges/OSD

Accessorial charges (including but not limited to loading/unloading, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Carrier shall ensure the bill of lading is notated either when handling is required, or when detention occurs by providing times and signatures from the facility detention is occurring, that a lumper receipt is provided when a lumper is hired, and/or that both are included as supporting documents with the Carrier's invoice. R2 Logistics, Inc. will not provide reimbursement of accessorial charges that were not pre-approved. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

4. Exclusive Use of Trailer

Unless R2 Logistics, Inc. provides written notice herein that this term does not apply to this shipment, Carrier's motor vehicle equipment shall be dedicated to R2 Logistics, Inc.'s exclusive use while transporting freight proposed by R2 Logistics, Inc. pursuant to this Rate Confirmation and Carrier's Master Motor Carrier Agreement with R2 Logistics, Inc. Carrier's violation of this exclusive use obligation shall result in Carrier's surrendering its right to be paid for the transportation services intended by this Load Confirmation, not as penalty, but as liquidated damages.

5. Cargo insurance Stipulation

Pursuant to R2 Logistics, Inc.'s Master Motor Carrier Agreement, carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude coverage of any commodities or cargo carried on this order. Carrier's cargo insurance policy should cover the full value of the cargo, and not limit cargo claims to any amount less than full retail value, if not listed on the Bill of Lading for this shipment. If carrier's insurance policy includes a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

6. Weight Stipulation

All carriers are required to scale 45,000 lbs. regardless of weight stated on page 1 of this rate agreement. Any carrier that cannot legally scale 45,000 lbs. is required to notify R2 Logistics, Inc. at the time this rate agreement is received and before any truck has been dispatched. Failure to do so may result in loss of load and carrier will forfeit monetary damages against R2 Logistics, Inc. resulted from neglect of carrier to report such occurrence. By carrier accepting load, they agree that their equipment can scale up to 45,000 lbs. and agreed upon rate in not adjusted for any variance unless over 45,000 lbs.

7. After Hours Contact Information

R2 Logistics, Inc. offers 24/7 assistance for any problems or issues after regular business hours or over the weekends in all of our offices. Please call the number listed on the front page of the rate confirmation.

8. ARB-Compliance

R2 Logistics, Inc. requires that only CARB Compliant equipment be dispatched on California highways and railways. By accepting a load, you agree that vehicle being assigned to our load is fully compliant with CARB regulations and agree to take full responsibility for any and all fines, charges and fees associated with any failure to comply.

9. Driver Loaded Requirement

If BOL is marked Driver Count/Pieces at shipper, driver must confirm the correct amount was loaded BEFORE signing/leaving facility. Call a Representative of R2 Logistics, Inc. if shipper will not recount or if there is an error. Customer will file claim if driver signs for incorrect number of cases shipped.

E-Signed :	ed: 11/06/2024 07:40 AM CST						
Shawn	Popovíc						
shawn@rtt IP: 50.76.7		Sertifi Electronic Signature					
		DocID: 20241106073915441					

Equip ID:	03234	Status:	SA	<i>F</i> .				
Equip Arrival:	11/07/24 08:33	Temp1:						
Carrler:	WMT	Temp2:						
Seal:	14061101	Temp3:		1724				
Roseal:		Fuel LvI:						
Door/Zone:	APPOINTMENT	Dept:	SAXD	19				
Del Date:	11/07/24 09:00	Турө:	53	(U)				

I have read and understand the posted copy of Wal-Mart's: Appointment / Drop Rules and Regulations

Driver Signature:



Delivery: 83576003

DC: 8234



Trailer Control Record DC#: 8234 TCR: f5cca49b-d830-43ed-ac1c-abd8e7bd2a10 Trailer Number Arrival Date Carrier **Delivery Number** Appointment Time 11/07/2024 08:33:17 83576003 11/07/2024 09:00 WMT 03234 Arrival Information -Intact: Y Sealed at Gate: N Inbound Seal #: 14061101 Load ID#: 215693214 Current Seal #: 14061101 AP Associate: bjvogt Comments: Delivery -**Total:** 60 Cases: Receiving Dock -Closed by: mwilbor Assigned by: tlshaw Door #: 124 Unload End Time: 11/07/2024 09:58:31 Unload Start Time: 11/07/2024 09:26:13 Unloader: tishaw Paperwork Available at Window: 11/07/2024 10:10 Driver Arrival at Window: 11/07/2024 08:41

 Receiving Office Drop: N Driver Un Commodity: SAXD Tractor #: 606 Seal Information Seal Number: 14061101 	nload: Trailer E	Transfer Empty: Y Contents: tion:	Reason Receiving O Trailer Resea	*	
- Outbound Information — AP Associate:	D/T:		Outbound	d Seal #:	
- Door Change Log Timestamp 11/07/2024 09:11:55	Event Location updated to door 82	Equip ID: 0 Equip Arrival: 1 Carrier: \	3234 1/07/24 08:33 MMT 4061101	Status: SA Temp1: Temp2: Temp3: Fuel Lvi:	r IVA

APPOINTMENT Door/Zone: Dept: SAXD 19 Del Date: 11/07/24 09:00 53 Type:

I have read and understand the posted copy of Wal-Mart's: **Appointment / Drop Rules and Regulations**

Driver Signature:



83576003 Delivery:

8234 DC:

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Bill of la	ding
tion a	Page 1
Ship from started by Ship from	Bill of lading number 182234979
Utz Quality Foods - Plant 28 Grand Rapids, MI 219 Canton St SW Ste A Grand Rapids, MI 49507 SHP003558424	
	MABD 11/7/2024
Ship to Sams Club 8234 - Searcy - Truco 3301 E Park Ave Searcy, AR 72143 C001142670	Carrier name R2 LOGISTICS INC Trailer number 03234 Seal Number(s) 14061101
Name	SCAC RTCY Pro number Po# Multi Put D3734
Address	Freight charge leans Received Leants
	Prepaid X Collect O Third Party O
Second and a second and a second seco	Damageter Bill of lading With an ached Recting rights tilb of Ladings 11714

Driver is responsible to secure load with straps and/or load bars.

number 5032343192 S			Order Num	Cases Pallets		Net Weight	Gross Weig		Additional shipp info	
		S	S031705875 936.0000 S031709461 462.0000		53.000		10,036.022	24		
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Pa	ge total			1,398.0000		S. 10 10 10 10 10 10 10 10 10 10 10 10 10	and the second second second			
			kage	eessee oor oo car	rier information		1953 HONE 1	LTL	only	
Hand	ing unit	Fac	Rage		H.M. com	Commodity des	or attention in handling or			
Hand				Weight	H.M. (x)	COMINOUTLY UES inadilies requiring special or addisonal care ing must be marked and packaged to ensu- ordinary care	or attention in handling or is safe traceportation with	NMFC	Class	
Hand Qty 60.00	Type PLTS	Qty 1398.00	Type	Weight 22,741.0224	strand	modilies requiring special or addecinal care ing must be marked and packaged to ensu	or attention in handling or is safe transportation with	NMFC 73260	Class 175	

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows. The agreed or declared value of the property is specifically stated by the shipper to be not exceeding.	Fee terms Collect Prepaid
Liability	Utilization percentage The percentage that can be utilized Volume utilization percentages



