



INVOICE

BILL TO:
COYOTE LOGISTICS LLC
2545 W. DIVERSEY AVENUE
CHICAGO, IL 60647

INVOICE DATE: 11/18/2024
INVOICE #: R66097
TERMS: NET 30
DUE DATE: 12/18/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
11/18/2024		ROCK RUN VIII, 4000 Rock Creek Blvd, Joliet, IL 60431, USA - 2000 Nelson Miller, Louisville, KY 40223			
		Freight Income	1	\$150.00	\$150.00

TOTAL
\$150.00

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



Rate Confirmation Load 32345156

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE
(877-626-9683)

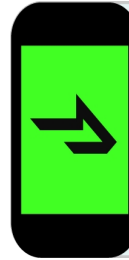
Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

Booked By

Jared Soderholm
Jared.Soderholm@coyote.com
Phone: +1 (773) 365 6497
x2228
Fax: +1 (773) 365 7804

Please notify driver(s) - This
load has a prepaid lump



Get CoyoteGO Today!

- Dispatch
- Send updates
- Check in
- Submit paperwork

Available for An-
droid or iPhone,
at App Store or
Google Play

Load Requirements

Tech Tracking Required Seal No Camera Phone Photos Of Paperwork

Equipment Requirements

Food Grade

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Load 32345156

Stop 1: Pick Up

Pick Up 55942; CONF# 79679 Numbers	Appointment Scheduled For Mon 11/18/2024 at 11:30	Facility Notes Lumpers are PREPAID at Kroger DCs - DO NOT PAY will not reimburse POD needed within 24 hours for reimbursement. Driver is responsible for confirming correct PO(s) & pieces/pallets have been loaded. SAFETY VEST REQUIRED
Confirmation None Numbers	Driver Work No Touch	
Facility Dakota Growers Pasta Company		
Address 4000 ROCK CREEK BLVD UNIT B Joliet, IL 60431-7914	SLIC N/A	
Contact Steve Thomas Phone +1 (312) 929 9995		

Stop 1 Requirements

Weight Is Approximate Must Confirm All POs Match Rate Con Paperwork Required Within 24 Hours

Commodity	Packaging	Load On	Exp Wt	Pieces
Grocery Product	Box	Pallets	40,455 Lbs	39

Stop 2: Delivery

Delivery 55942 Numbers	Appointment Scheduled For Mon 11/18/2024 at 22:00	Facility Notes Lumpers are PREPAID at Kroger DCs - DO NOT PAY will not reimburse SCANNED/FAXED PAPERWORK ONLY - no camera copies - 24hr requirement all paperwork/receipts POD needed within 24 hours for reimbursement. SAFETY VEST REQUIRED
Confirmation None Numbers	Driver Work Lumper	
Facility Kroger		
Address 2000 Nelson Miller Louisville, KY 40223	SLIC N/A	
Contact Aaron Phone +1 (502) 254 4161	Prepay - Relay "MRHTCN"	

Stop 2 Requirements

Weight Is Approximate Safety Vest Paperwork Required Within 24 Hours

Commodity	Packaging	Load On	Exp Wt	Pieces
Grocery Product	Box	Pallets	40,455 Lbs	39

Directions are provided for convenience only. The Carrier may choose the route.

From Indianapolis, IN:

I-265 South, exit #29 on Old Henry Road exit;
at end of ramp turn right on Old Henry Road;
then take an immediate right on Nelson Miller;
facility will be on left hand side



Rate Confirmation

Load 32345156

Carriers may also call 877-6-COYOTE for directions if needed.

Charges

Description	Units	Per	Amount
Flat Rate	1.00	\$870.640	\$870.64
Fuel Surcharge	308.00	\$0.420	\$129.36
Total			USD \$1,000.00

Contact

Send invoices to:
**960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005**

Please contact Coyote
at 877-626-9683 if the
charges are incorrect.

Agreement

Carrier ZIGI FREIGHT INC

USDOT 2828543

Phone None

Email jason@royal3inc.com

Fax None

Broker Coyote Logistics, LLC

Rep Jared Soderholm

Title Sales Rep

Phone +1 (773) 365 6497 x2228

Fax +1 (773) 365 7804

Date 11/18/2024 09:40

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 32345156

Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Jason Corkovic of ROYAL3 INC hereafter referred to as CARRIER, dated 11/18/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operating Parameters The Kroger Company

Carrier shall adhere to the following customer requirements:

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document").

Carrier shall ensure that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
3. Evidence of transportation traceability, including information regarding:
 - Previous cargo hauled in bulk or in other Equipment; and
 - Maintenance and intervening cleaning procedures for docks and Equipment.
4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services; and
5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier shall agree, to maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

1. Carrier shall agree, that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understand that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
2. Carrier shall agree that Shipper is not responsible for and shall in no way be held liable to Carrier for Broker's, Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.

Code of Conduct:

- a. Carrier may not engage in any action or practice in violation of the laws or regulations of any country or other location in which it does business. This includes, but is not limited to, laws and regulations related to labor, immigration, health and safety, and the environment.
- b. Child, indentured, involuntary, or prison labor must not be used or supported.
- c. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
- d. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
- e. The workplace must be free from harassment, which includes coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
- f. Workers at all times must be treated fairly, with dignity and respect.
- g. Wages paid to workers must meet or exceed legal and industry standards.
- h. All workers performing work within the United States must be legally authorized to work in the United States under the applicable federal laws. Prior to each worker's assignment, Carrier must require and review documentation proving such work authorization.
- i. Carrier may not engage in any conduct likely, intending, or appearing to improperly influence any Kroger representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Carrier must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Kroger's point of view.
- j. Carrier must comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended. Carrier will not offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business.

- k. Carrier will act with reasonable diligence to ensure that any of its contractors, subcontractors, manufacturing facilities, labor providers, agents, agencies, associations, distributors, partner organizations, suppliers, affiliated companies, or subsidiaries who are involved in Kroger business, also comply with this Code of Conduct.
- l. Carrier will allow Kroger, or a third party auditor selected by Kroger, to audit Carrier's compliance with this Code of Conduct.

Equipment:

If Carrier's equipment is used to transport food waste, medical waste, commercial waste, or any other type of waste material, toxic materials, or similar scrap or salvage materials, such equipment will not be used simultaneously or subsequently to haul customer's finished products or inbound raw materials associated with the manufacture of customer's products. Prior to loading any equipment all Federal Food and Drug Administration standards for food transport must be satisfied by Carrier. Carrier's equipment must be clean, empty, insect and rodent free, odor free, and water tight prior to loading. Carrier certifies that no vehicle or equipment of Carrier furnished to Shipper to transport customer's freight shall have ever been used for transportation of either: (a) toxic chemicals (including pesticides, rodenticides and insecticides) or hazardous materials that were not properly packaged and lawfully transported; or (b) refuse, garbage, trash or any municipal, residual, industrial solid or liquid waste of any kind what so ever, with a hazardous or non-hazardous. The interiors of any equipment used to provide such transportation services will be inspected by customer before loading and unloading to ensure cleanliness, freedom from moisture, odor and infestation of foreign materials which could cause product contamination. Customer reserves the right to reject equipment that customer determines unsuitable for use.

Kroger Manufacturing Trailer Seal Policy:

Inbound

Supplier

After the product is loaded and the trailer doors are closed, the supplier (or shipping warehouse) is responsible for affixing a unique numbered trailer seal onto the trailer's back door latch. **The carrier is NOT allowed to apply this seal.**

The supplier is responsible for recording the seal number on the BOL (Bill of Lading).

Note: LTL (Less than Truck Load) freight is exempt from needing a seal affixed.

Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch has a seal properly affixed.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal or padlock (this seal is provided by the carrier). The carrier must record the new seal number, time, date, and location where the old seal was broken and where the new seal was applied on the paper BOL.

Kroger Mfg. Plant or Plant Distribution Center

Security or Plant Personnel is responsible for verifying that the seal is intact and ensuring that the seal number matches the seal number recorded on the BOL. **The carrier must NOT break the seal.**

Copies of BOLs that identify the seal number for inbound shipments must be retained for a minimum of two years. Dairy Wash Tag records should be kept for a minimum of fifteen days.

Intercompany loads should **NOT** be rejected to the carrier to return to the shipping Plant. The receiving Plant should handle the disposition of intercompany loads rejected due to no seal, broken seal, product quality, etc. pursuant to company policy.

If an inbound carrier has multiple stop deliveries to Kroger entities, the Plant or Plant DC is responsible for affixing their own seal to the carrier's trailer upon completion of unloading their portion of the load. The Plant or Plant DC will record the seal number on the BOL.

Trailer Receiving Procedures – Seals Flow Chart

If an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will inspect the trailer and its contents by utilizing the trailer seal decision-making process flow chart displayed on page 5 titled **“TRAILER RECEIVING PROCEDURES – SEALS.”** The flow chart is designed to provide guidance to the Plant to ensure that the final decision made regarding the inbound carrier is the best decision for The Kroger Co. without compromising security.

This flow chart does NOT apply to bulk products (milk, oil, fructose, flour, etc.). If a seal is missing on ANY access point into a tanker or hose connection points on a bulk load, the load will be rejected and the carrier will be responsible.

Inbound carriers with the proper seal affixed receive standard inspections upon receipt. When a seal is broken, missing, or does not match the seal number on the BOL, then the flow chart provides an investigative process that utilizes inspections with two increased levels of intensity to address security concerns. These two increased levels of inspection are identified as Level 1 Heightened Inspection (more stringent) and a Level 2 Heightened Inspection (most stringent).

Level 1 Heightened Inspection – A Level 1 Heightened Inspection concentrates on inspecting the trailer and the outer packaging surfaces of bulk containers and full pallets to identify evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions). If conditions look normal / typical, then proceed with normal receiving procedures.

If the Level 1 Heightened Inspection determines that conditions do **NOT** look normal / typical, then continue with a Level 2 Heightened Inspection.

Level 2 Heightened Inspection – A Level 2 Heightened Inspection goes above and beyond a Level 1 Heightened Inspection by requiring a detailed and intensified inspection of inner packaging such as individual cases, bags, drums, etc. This inspection requires breaking down and restacking a minimum of 4 randomly selected pallets from the nose, middle and rear of trailer; performing a more intense inspection for any unusual conditions noted in the Level 1 Heightened Inspection by focusing on individual cases, bags, drums, etc.

If the Level 2 Heightened Inspection determines that the Level 1 Heightened Inspection concern identified does not jeopardize the integrity of the product and conditions look normal / typical, then proceed with normal receiving procedures.

If conditions do **NOT** look normal / typical, the Plant will make the necessary decision regarding disposition and utilize G.O. Regulatory Compliance for consultation as needed.

Trailer Seal Incident Communication

When an incident occurs where an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will complete the incident report displayed on page 6 titled **“TRAILER SEAL INCIDENT REPORT.”** The purpose of the incident report is to document the details obtained from the investigative process, including inspection results, pertinent paperwork and questioning of the carrier.

Electronic copies of the trailer seal policy and the incident report are available on the Manufacturing Supply Chain website. When a Plant experiences an incident, they will fill out the incident report and email to Leslie Schepis at leslie.Schepis@kroger.com.

Example #1: A PO consisting of twelve pack carbonated beverage carriers arrives at a Beverage Plant. The Plant notices the seal # does not match the seal # on the BOL. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that they were pulled over by the DOT on the way to the Plant and resealed the trailer in the officer's presence. The carrier is able to show the DOT stop entry in his logbook and the DOT ticket with date, time and officer's name. The carrier's dispatcher is also able to verify the DOT stop.

The Plant performs a Level 1 Heightened Inspection. The inspection reveals that the shrink-wrap and pallet top covers on the pallets have not been cut, altered or removed. No unusual conditions, orders, powders or liquids are observed. After completing the inspection, questioning the carrier, reviewing the available paperwork and completing the Trailer Seal Incident report, the Plant makes the decision to proceed with its normal receiving procedures.

Example #2: A PO consisting of 55-gallon drums of liquid raw materials arrives at a Dairy. The Plant notices that there is no seal affixed. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that when he was stopped by a State Trooper for speeding on the way to the Plant. He states the officer broke the seal. The driver cannot produce a ticket or warning, his logbook has no record of such event and the carrier's dispatcher cannot confirm the stop. The Plant performs a Level 2 Heightened Inspection. The Plant discovers a broken drum seal and Plant rejects the PO. (When coordinating a disposition plan, the Plant should use consultation from G.O. Regulatory Compliance as needed.)

Outbound

Kroger Mfg. Plant or Plant Distribution Center

All staged loads for outbound delivery to another Plant, Distribution Center, or Store(s) need to be secured (padlocked or sealed) **EXCEPT** for those facilities that have a complete perimeter fence **AND** 24/7 guard service. Facilities that do **NOT** have a complete perimeter fence **AND** 24/7 guard service **MUST** secure all trailers immediately after loading.

The Plant or Security Personnel must verify and record that the correct seal number is properly affixed onto the trailer before it leaves the facility grounds.

Copies of BOLs that identify the seal number for outbound shipments must be retained for a minimum of two years.

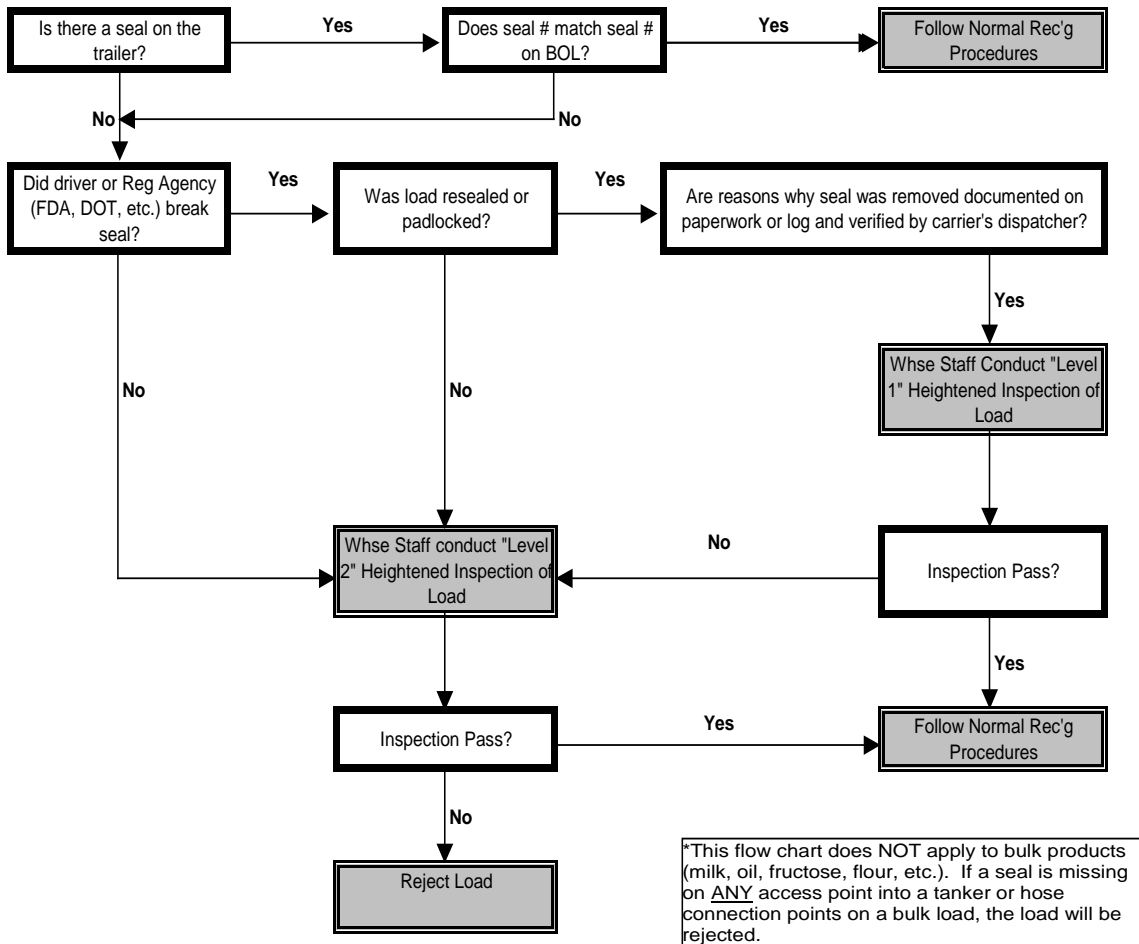
Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch does have a seal properly affixed. If the trailer does not have the proper seal affixed, then the carrier should contact the supplier or shipping warehouse.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal. The carrier provides this seal. The carrier must record the new seal number, time, date, and location of old seal break/new seal applied on the BOL.

TRAILER RECEIVING PROCEDURES - SEALS



Level 1 Heightened Inspection –

- Inspect full pallets for evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions.)
- If conditions look normal/typical Follow Normal Rec'g Procedures, if **NOT** continue with Level 2 Heightened Inspection.

Level 2 Heightened Inspection – In addition to the steps for Level 1:

- Break down and restack a minimum of 4 randomly selected pallets (nose, middle, rear) looking for any unusual conditions noted above to individual cases, bags, drums, etc.
- If conditions look normal/typical Follow Normal Rec'g Procedures, if **NOT** report findings to G.O. Regulatory Compliance for consultation regarding disposition.

Kroger Manufacturing

BULK SHIPMENT TRAILER SEAL INCIDENT REPORT

1. Date / Time of Arrival _____
2. Inspecting Plant _____
3. Inspection By (Name) _____
4. Trailer Number _____
5. Carrier Name _____
6. Driver Name _____
7. Shipper Name _____ Origin _____
8. PO # / Bill of Lading # _____
9. Seal / Lock Information (Broke, Missing or Not matching BOL, etc.) _____
10. Type of Product on Trailer _____

The following information must be recorded before contacting G.O. Regulatory Compliance.

Level 1 - Heightened Inspection Information:

	Product	Unusual Condition(s)	Location in Trailer
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Level 2 - Heightened Inspection Information:

	Product	Unusual Condition(s)	Location in Trailer
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Other pertinent information (i.e. driver statement, information and documentation provided):

Sanitary Food Transportation Requirements Carriers

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document"). In the event Carrier is unable to verify the temperature due to restrictions imposed by the Shipper, consignor, consignee or due to the physical circumstances of loading, Carrier is excused from performing such verification. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Schedule.

All Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments shall be in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
3. Evidence of transportation traceability, including information regarding:
 - a. Previous cargo hauled in bulk or in other Equipment; and
 - b. Maintenance and intervening cleaning procedures for docks and Equipment.

4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services provided; and
5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

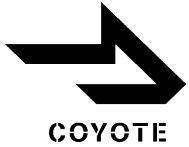
Carrier shall maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

1. Carrier agrees that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
2. Carrier will be directly and primarily liable to Shipper to assume liability for the result of breach of any of the foregoing requirements specified in this Exhibit. Carrier agrees that Shipper is not responsible for and shall in no way be held liable to Carrier for Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.



Rate Confirmation Load 32345156

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE
(877-626-9683)

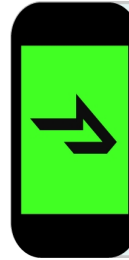
Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

Booked By

Jared Soderholm
Jared.Soderholm@coyote.com
Phone: +1 (773) 365 6497
x2228
Fax: +1 (773) 365 7804

Please notify driver(s) - This
load has a prepaid lump



Get CoyoteGO Today!

- Dispatch
- Send updates
- Check in
- Submit paperwork

Available for An-
droid or iPhone,
at App Store or
Google Play

Load Requirements

Tech Tracking Required Seal No Camera Phone Photos Of Paperwork

Equipment Requirements

Food Grade

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Load 32345156

Stop 1: Pick Up

Pick Up 55942; CONF# 79679
Numbers

Confirmation None
Numbers

Facility Dakota Growers Pasta
Company

Address 4000 ROCK CREEK
BLVD
UNIT B
Joliet, IL 60431-7914

Contact Steve Thomas
Phone +1 (312) 929 9995

Appointment Scheduled For
Mon 11/18/2024
at 11:30

Driver Work
No Touch

SLIC
N/A

Facility Notes

Lumpers are PREPAID at Kroger DCs -
DO NOT PAY will not reimburse
POD needed within 24 hours for
reimbursement.
Driver is responsible for confirming
correct PO(s) & pieces/pallets have
been loaded.
SAFETY VEST REQUIRED

Stop 1 Requirements

Weight Is Approximate Must Confirm All POs Match Rate Con Paperwork Required Within 24 Hours

Commodity	Packaging	Load On	Exp Wt	Pieces
Grocery Product	Box	Pallets	40,455 Lbs	39

Stop 2: Delivery

Delivery 55942
Numbers

Confirmation None
Numbers

Facility Kroger

Address 2000 Nelson Miller
Louisville, KY 40223

Contact Aaron
Phone +1 (502) 254 4161

Appointment Scheduled For
Mon 11/18/2024
at 22:00

Driver Work
Lumper

SLIC
N/A

Prepay - Relay "MRHTCN"

Facility Notes

Lumpers are PREPAID at Kroger DCs -
DO NOT PAY will not reimburse
SCANNED/FAXED PAPERWORK
ONLY - no camera copies - 24hr
requirement all paperwork/receipts
POD needed within 24 hours for
reimbursement.
SAFETY VEST REQUIRED

Stop 2 Requirements

Weight Is Approximate Safety Vest Paperwork Required Within 24 Hours

Commodity	Packaging	Load On	Exp Wt	Pieces
Grocery Product	Box	Pallets	40,455 Lbs	39

Charges

Description	Units	Per	Amount
Equipment Ordered Not Used	1.00	\$150.000	\$150.00
Total			USD \$150.00

Contact

Send invoices to:
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

Please contact Coyote
at 877-626-9683 if the
charges are incorrect.



Rate Confirmation

Load 32345156

Agreement

Carrier ZIGI FREIGHT INC

USDOT 2828543

Phone None

Email jason@royal3inc.com

Fax None

Broker Coyote Logistics, LLC

Rep Jared Soderholm

Title Sales Rep

Phone +1 (773) 365 6497 x2228

Fax +1 (773) 365 7804

Date 11/18/2024 15:26

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 32345156

Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Jason Corkovic of ROYAL3 INC hereafter referred to as CARRIER, dated 11/18/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operating Parameters The Kroger Company

Carrier shall adhere to the following customer requirements:

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document").

Carrier shall ensure that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
3. Evidence of transportation traceability, including information regarding:
 - Previous cargo hauled in bulk or in other Equipment; and
 - Maintenance and intervening cleaning procedures for docks and Equipment.
4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services; and
5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier shall agree, to maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

1. Carrier shall agree, that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understand that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
2. Carrier shall agree that Shipper is not responsible for and shall in no way be held liable to Carrier for Broker's, Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.

Code of Conduct:

- a. Carrier may not engage in any action or practice in violation of the laws or regulations of any country or other location in which it does business. This includes, but is not limited to, laws and regulations related to labor, immigration, health and safety, and the environment.
- b. Child, indentured, involuntary, or prison labor must not be used or supported.
- c. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
- d. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
- e. The workplace must be free from harassment, which includes coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
- f. Workers at all times must be treated fairly, with dignity and respect.
- g. Wages paid to workers must meet or exceed legal and industry standards.
- h. All workers performing work within the United States must be legally authorized to work in the United States under the applicable federal laws. Prior to each worker's assignment, Carrier must require and review documentation proving such work authorization.
- i. Carrier may not engage in any conduct likely, intending, or appearing to improperly influence any Kroger representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Carrier must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Kroger's point of view.
- j. Carrier must comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended. Carrier will not offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business.

- k. Carrier will act with reasonable diligence to ensure that any of its contractors, subcontractors, manufacturing facilities, labor providers, agents, agencies, associations, distributors, partner organizations, suppliers, affiliated companies, or subsidiaries who are involved in Kroger business, also comply with this Code of Conduct.
- l. Carrier will allow Kroger, or a third party auditor selected by Kroger, to audit Carrier's compliance with this Code of Conduct.

Equipment:

If Carrier's equipment is used to transport food waste, medical waste, commercial waste, or any other type of waste material, toxic materials, or similar scrap or salvage materials, such equipment will not be used simultaneously or subsequently to haul customer's finished products or inbound raw materials associated with the manufacture of customer's products. Prior to loading any equipment all Federal Food and Drug Administration standards for food transport must be satisfied by Carrier. Carrier's equipment must be clean, empty, insect and rodent free, odor free, and water tight prior to loading. Carrier certifies that no vehicle or equipment of Carrier furnished to Shipper to transport customer's freight shall have ever been used for transportation of either: (a) toxic chemicals (including pesticides, rodenticides and insecticides) or hazardous materials that were not properly packaged and lawfully transported; or (b) refuse, garbage, trash or any municipal, residual, industrial solid or liquid waste of any kind what so ever, with a hazardous or non-hazardous. The interiors of any equipment used to provide such transportation services will be inspected by customer before loading and unloading to ensure cleanliness, freedom from moisture, odor and infestation of foreign materials which could cause product contamination. Customer reserves the right to reject equipment that customer determines unsuitable for use.

Kroger Manufacturing Trailer Seal Policy:

Inbound

Supplier

After the product is loaded and the trailer doors are closed, the supplier (or shipping warehouse) is responsible for affixing a unique numbered trailer seal onto the trailer's back door latch. **The carrier is NOT allowed to apply this seal.**

The supplier is responsible for recording the seal number on the BOL (Bill of Lading).

Note: LTL (Less than Truck Load) freight is exempt from needing a seal affixed.

Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch has a seal properly affixed.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal or padlock (this seal is provided by the carrier). The carrier must record the new seal number, time, date, and location where the old seal was broken and where the new seal was applied on the paper BOL.

Kroger Mfg. Plant or Plant Distribution Center

Security or Plant Personnel is responsible for verifying that the seal is intact and ensuring that the seal number matches the seal number recorded on the BOL. **The carrier must NOT break the seal.**

Copies of BOLs that identify the seal number for inbound shipments must be retained for a minimum of two years. Dairy Wash Tag records should be kept for a minimum of fifteen days.

Intercompany loads should **NOT** be rejected to the carrier to return to the shipping Plant. The receiving Plant should handle the disposition of intercompany loads rejected due to no seal, broken seal, product quality, etc. pursuant to company policy.

If an inbound carrier has multiple stop deliveries to Kroger entities, the Plant or Plant DC is responsible for affixing their own seal to the carrier's trailer upon completion of unloading their portion of the load. The Plant or Plant DC will record the seal number on the BOL.

Trailer Receiving Procedures – Seals Flow Chart

If an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will inspect the trailer and its contents by utilizing the trailer seal decision-making process flow chart displayed on page 5 titled **“TRAILER RECEIVING PROCEDURES – SEALS.”** The flow chart is designed to provide guidance to the Plant to ensure that the final decision made regarding the inbound carrier is the best decision for The Kroger Co. without compromising security.

This flow chart does NOT apply to bulk products (milk, oil, fructose, flour, etc.). If a seal is missing on ANY access point into a tanker or hose connection points on a bulk load, the load will be rejected and the carrier will be responsible.

Inbound carriers with the proper seal affixed receive standard inspections upon receipt. When a seal is broken, missing, or does not match the seal number on the BOL, then the flow chart provides an investigative process that utilizes inspections with two increased levels of intensity to address security concerns. These two increased levels of inspection are identified as Level 1 Heightened Inspection (more stringent) and a Level 2 Heightened Inspection (most stringent).

Level 1 Heightened Inspection – A Level 1 Heightened Inspection concentrates on inspecting the trailer and the outer packaging surfaces of bulk containers and full pallets to identify evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions). If conditions look normal / typical, then proceed with normal receiving procedures.

If the Level 1 Heightened Inspection determines that conditions do **NOT** look normal / typical, then continue with a Level 2 Heightened Inspection.

Level 2 Heightened Inspection – A Level 2 Heightened Inspection goes above and beyond a Level 1 Heightened Inspection by requiring a detailed and intensified inspection of inner packaging such as individual cases, bags, drums, etc. This inspection requires breaking down and restacking a minimum of 4 randomly selected pallets from the nose, middle and rear of trailer; performing a more intense inspection for any unusual conditions noted in the Level 1 Heightened Inspection by focusing on individual cases, bags, drums, etc.

If the Level 2 Heightened Inspection determines that the Level 1 Heightened Inspection concern identified does not jeopardize the integrity of the product and conditions look normal / typical, then proceed with normal receiving procedures.

If conditions do **NOT** look normal / typical, the Plant will make the necessary decision regarding disposition and utilize G.O. Regulatory Compliance for consultation as needed.

Trailer Seal Incident Communication

When an incident occurs where an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will complete the incident report displayed on page 6 titled **“TRAILER SEAL INCIDENT REPORT.”** The purpose of the incident report is to document the details obtained from the investigative process, including inspection results, pertinent paperwork and questioning of the carrier.

Electronic copies of the trailer seal policy and the incident report are available on the Manufacturing Supply Chain website. When a Plant experiences an incident, they will fill out the incident report and email to Leslie Schepis at leslie.Schepis@kroger.com.

Example #1: A PO consisting of twelve pack carbonated beverage carriers arrives at a Beverage Plant. The Plant notices the seal # does not match the seal # on the BOL. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that they were pulled over by the DOT on the way to the Plant and resealed the trailer in the officer's presence. The carrier is able to show the DOT stop entry in his logbook and the DOT ticket with date, time and officer's name. The carrier's dispatcher is also able to verify the DOT stop.

The Plant performs a Level 1 Heightened Inspection. The inspection reveals that the shrink-wrap and pallet top covers on the pallets have not been cut, altered or removed. No unusual conditions, orders, powders or liquids are observed. After completing the inspection, questioning the carrier, reviewing the available paperwork and completing the Trailer Seal Incident report, the Plant makes the decision to proceed with its normal receiving procedures.

Example #2: A PO consisting of 55-gallon drums of liquid raw materials arrives at a Dairy. The Plant notices that there is no seal affixed. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that when he was stopped by a State Trooper for speeding on the way to the Plant. He states the officer broke the seal. The driver cannot produce a ticket or warning, his logbook has no record of such event and the carrier's dispatcher cannot confirm the stop. The Plant performs a Level 2 Heightened Inspection. The Plant discovers a broken drum seal and Plant rejects the PO. (When coordinating a disposition plan, the Plant should use consultation from G.O. Regulatory Compliance as needed.)

Outbound

Kroger Mfg. Plant or Plant Distribution Center

All staged loads for outbound delivery to another Plant, Distribution Center, or Store(s) need to be secured (padlocked or sealed) **EXCEPT** for those facilities that have a complete perimeter fence **AND** 24/7 guard service. Facilities that do **NOT** have a complete perimeter fence **AND** 24/7 guard service **MUST** secure all trailers immediately after loading.

The Plant or Security Personnel must verify and record that the correct seal number is properly affixed onto the trailer before it leaves the facility grounds.

Copies of BOLs that identify the seal number for outbound shipments must be retained for a minimum of two years.

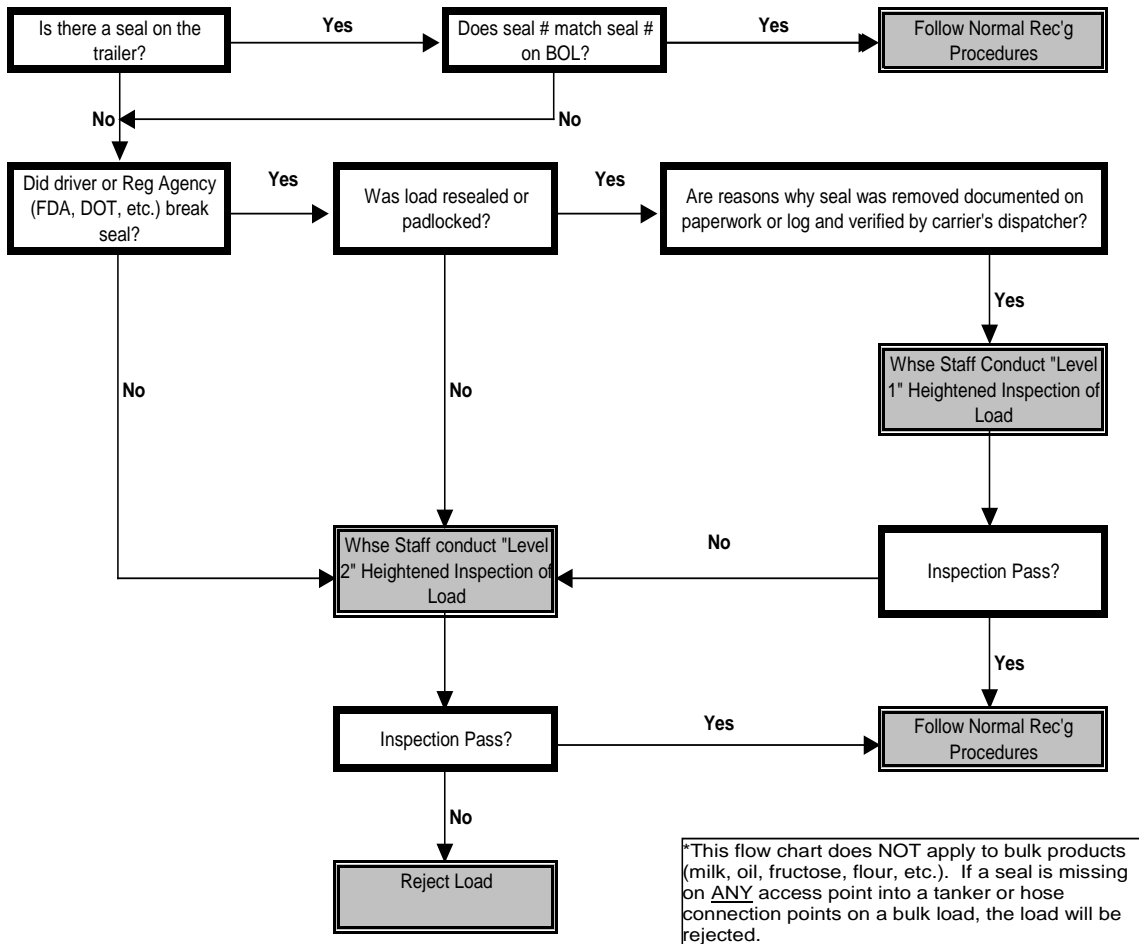
Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch does have a seal properly affixed. If the trailer does not have the proper seal affixed, then the carrier should contact the supplier or shipping warehouse.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal. The carrier provides this seal. The carrier must record the new seal number, time, date, and location of old seal break/new seal applied on the BOL.

TRAILER RECEIVING PROCEDURES - SEALS



Level 1 Heightened Inspection –

- Inspect full pallets for evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions.)
- If conditions look normal/typical Follow Normal Rec'g Procedures, if **NOT** continue with Level 2 Heightened Inspection.

Level 2 Heightened Inspection – In addition to the steps for Level 1:

- Break down and restack a minimum of 4 randomly selected pallets (nose, middle, rear) looking for any unusual conditions noted above to individual cases, bags, drums, etc.
- If conditions look normal/typical Follow Normal Rec'g Procedures, if **NOT** report findings to G.O. Regulatory Compliance for consultation regarding disposition.

Kroger Manufacturing

BULK SHIPMENT TRAILER SEAL INCIDENT REPORT

1. Date / Time of Arrival _____
2. Inspecting Plant _____
3. Inspection By (Name) _____
4. Trailer Number _____
5. Carrier Name _____
6. Driver Name _____
7. Shipper Name _____ Origin _____
8. PO # / Bill of Lading # _____
9. Seal / Lock Information (Broke, Missing or Not matching BOL, etc.) _____
10. Type of Product on Trailer _____

The following information must be recorded before contacting G.O. Regulatory Compliance.

Level 1 - Heightened Inspection Information:

	Product	Unusual Condition(s)	Location in Trailer
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Level 2 - Heightened Inspection Information:

	Product	Unusual Condition(s)	Location in Trailer
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Other pertinent information (i.e. driver statement, information and documentation provided):

Sanitary Food Transportation Requirements Carriers

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document"). In the event Carrier is unable to verify the temperature due to restrictions imposed by the Shipper, consignor, consignee or due to the physical circumstances of loading, Carrier is excused from performing such verification. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Schedule.

All Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments shall be in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
3. Evidence of transportation traceability, including information regarding:
 - a. Previous cargo hauled in bulk or in other Equipment; and
 - b. Maintenance and intervening cleaning procedures for docks and Equipment.

4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services provided; and
5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier shall maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

1. Carrier agrees that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
2. Carrier will be directly and primarily liable to Shipper to assume liability for the result of breach of any of the foregoing requirements specified in this Exhibit. Carrier agrees that Shipper is not responsible for and shall in no way be held liable to Carrier for Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.