FUEL CREDIT LINE AGREEMENT

Fleetsmarts

CUSTOMER DETAILS

LOADS AND SERVICES LLC
DBA:
DEINIEI
;

STATED ANNUAL REVENUE PER TRUCK: $240,000.00
END OF TERM TRUCKS (EST.): 1
ANNUAL COST OF INSURANCE: $0.00
FACTORING CONTRACT VALUE:
INSURANCE CONTRACT VALUE: $0.00
CREDIT LINE DURATION: 2 YEAR

REQUESTED CREDIT LINE: $2,400.00

Fleetsmarts agrees to provid LOADS AND SERVICES LLC with the credit line described above. In Exchange LOADS AND SERVICES LLC agrees to enroll in one of the following Fleetsmarts Factoring services:

Free Factoring (Quick Pay Program that cuts payment time by up to 25% with no fees)

Same-Day Factoring (Submit your load for quick pay on any business day before noon and get paid that same day)

Instant Funding (Upload your paperwork and get paid instantly even on Holidays and Weekends)

Switch Factoring (Sign up to come over to Fleetsmarts Factoring when you're current factoring contract expires)

Deposit-Backed Credit Line (Start with an initial fully-refundable deposit and build to a fully unsecured line of credit)

MATCH GUARANTEE

Fleetsmarts must match or bea LOADS AND SERVICES LLC's other offers at all times. We'll match or beat anything else you get. We will not be beat on price.

TIMING OF ACTIVATION AND CANCELLATION

Afte LOADS AND SERVICES LLC signs the agreement, they will work with their Account Manager to complete the setup process. The Credit Line will go active once the Account Manager can validate the customers' revenue, usually about a week after first using the card for the first time. This agreement will automatically renew at the end of the term, listed above. To cancel autorenewal, written notice must be provided no later than 60 days before the end of the term and no earlier than 90 days before the end of the term.

_____

DEINIEI LOADS AND SERVICES LLC

Date: _____ Social Sec #: _____

FLEETSMARTS FACTORING PROGRAM

CARRIER LOADS AND SERVICES LLC **START DATE: 08/01/2025**

PROMO FACTORING RATE: 0.00% **PROMO PERIOD: 28 days**

STANDARD FACTORING RATE: 2.00% ADVANCE RATE: 100%

Blue Water Capital ("BWC"), dba Fleetsmarts hereby offer LOADS AND SERVICES LLC the above discounted Factoring Rates for factoring under the Fleetsmarts Factoring Program (FFP), provid LOADS AND SERVICES LLC the benefits of the Fleetsmarts Discount Program (FDP), and facto LOADS AND SERVICES LLC temporarily while BWC works to complete the process with 247 Factoring. In return LOADS AND SERVICES LLC agrees to use its Fleetsmarts fuel card for its fuel purchases and abide by the Fleetsmarts Code of Ethics and Good Practices.

MATCH GUARANTEE

LOADS AND SERVICES LLC is only obligated to use the Fleetsmarts fuel card if Fleetsmarts can match or bea LOADS AND SERVICES LLC's other offerings from other competitors. If Fleetsmarts is unable to match or beat the total costs o LOADS AND SERVICES LLC's alternatives, the LOADS AND SERVICES LLC will retain the rates as stated above. Throughout the term of this agreement, Fleetsmarts will always beat any other factoring offers from competitors even after the promo period is over.

Fleetsmarts leverages the purchasing power of several independent carriers to incentivize banks and other factoring companies ("Partners") to compete against each other to offer the Carrier the lowest possible price. While participating in the FFP hereby agrees to factor with the Partner offering the best rate to the Carrier. The listed rates are usually the rate the Carrier gets but actual rates may vary upon underwriting and other circumstances. If Fleetsmarts cannot find a Partner that offers an effective factoring rate that beats their other offers, Carrier is under no obligation to factor with Fleetsmarts' Partners.

PROGRAM TERM

There is no term unless LOADS AND SERVICES LLC chooses to use Fleetsmarts for a credit line for fuel, to finance a down payment for Insurance, to finance equipment, to finance equipment registration, using the no-money-down best pass, or other financing products. I LOADS AND SERVICES LLC does use any of these products, the LOADS AND SERVICES LLC is obligated to use Fleetsmarts exclusively to factor all of its loads until the term of the financing product in use is over.

FUEL PROGRAM

To qualify for this reduced factoring rate, it is agreed tha LOADS AND SERVICES LLC will spend 25% of its factored revenue through the Fleetsmarts fuel program.

Signature: _____ COMPANY LOADS AND SERVICES LLC

Name of Signer COMPANY OWNER

Date: 08/01/25 ADDRESS:

FACTORING AND SECURITY AGREEMENT

THIS FACTORING AND SECURITY AGREEMENT (this "Agreement") is entered into in [redacted] between Blue Water Capital, a Utah company ("Blue Water"), with offices at [redacted], and [redacted] LOADS AND SERVICES LLC ("Carrier")

1. Factoring Services.
    a. Sale of Accounts. Carrier shall present to Blue Water Eligible Accounts for purchase pursuant to this Agreement in a form acceptable to Blue Water. [redacted] hereby assigns and sells to Blue Water, as absolute owner, all Accounts. Blue Water shall be under no obligation to purchase Carrier s Accounts and shall only purchase Eligible Accounts.
2. Factoring Fees.
    a. Advances Percentage: 100% of the price of each Account.
    b. Discount Rate: 2.00% of the gross invoice amount of each Account purchased under this Agreement. Discount rate is subject to approval.
    c. Purchase Price of Accounts. The Purchase Price of each Account is the gross face amount of the Account less the Discount Rate.
3. Term of this Agreement. This Agreement can be terminated at anytime by either party with simple notice. No long term commitments required.
4. Authorizations: You hereby authorize Blue Water to effectuate the following on your behalf:
    a. To send UCC-3 termination requests to any entities who hold a UCC-1 position on the Carrier through a postal carrier.
    b. To file any applicable UCC-3 termination to afford first position to Blue Water.
    c. To send termination letters to factoring companies under contract with Carrier if Carrier opts for Exclusivity.
    d. To allow for communication with any and all brokers, or past factoring companies, on behalf of or as capacity as Carrier.
    e. To create invoice and a notice of assignment on behalf of Carrier to applicable brokers for purchased Accounts.
5. Optional Exclusivity. Blue Water does NOT require exclusivity to participate in factoring services. (You can sell loads to us or to any other factoring company, but you may not sell the same load to multiple factoring companies). However, if you choose to participate in one or any of the following added programs, an agreement of exclusivity for factoring services will be required and added herein:

    Financing of your Carrier insurance down payment

    Extension of weekly payment terms for your fuel purchases

    Financing your equipment

    Financing of your truck(s) or trailer(s) registration fees

    If you exercise your option to sell loads exclusively to Blue Water, Blue Water guarantees to match or beat any other offers you have.

6. General.
    a. Notices. Any written notice to be given under this Agreement will be in writing and sent to the person or entity at the address listed in the recitals of this Agreement. All notices shall be deemed delivered and received on the day sent.
    b. Participation Assignments [redacted] understands that Blue Water may from time to time transfer and assign its rights under this Agreement to one or more assignees. [redacted] hereby consents to these transfers and assignments by Blue Water to one or more assignees [redacted] hereby consents that any such assignee may exercise the rights of Blue Water hereunder. Carrier consents to Blue Water releasing any and all information regarding Carrier to any assignee or potential assignee and waives any and all claims pertaining to the release of such information.
    c. Credit Reports. [redacted] authorizes Blue Water to obtain credit reports for Carrier and all guarantors at any time, at Blue Water's sole discretion.
    d. Governing Law, Jurisdiction; Venue. [redacted]
    e. Fleetsmarts provides, at additional cost, Letter of Release and Buyout Agreements upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers or agents.

Blue Water Capital	**Carrier**
[redacted]	
_____	_____
Authorized Signatory	Authorized Signatory

NOTICE OF ASSIGNMENT

Please be advised tha LOADS AND SERVICES LLC (MC#) (DOT# 4416390) has retained the services of Blue Water Capital, LLC ("Blue Water") dba Fleetsmarts tor factoring our receivables. This approach provides us with greater efficiencies in the operation of our business.

As part of our arrangement with Blue Water, all of our accounts with you, and any forthcoming invoices provided by Blue Water, must now be paid and sent to Blue Water unless Blue Water expressly notifies you otherwise in writing with respect to any particular freight bill or invoice. **All of your payments on our applicable Accounts after you receive this Notice accordingly must be paid in the name of Blue Water and sent directly to:**

BLUE WATER CAPITAL LLC

Zions Bank
Routing #:
Account #

Fleetsmarts makes it easy for you to accept this Notice of Assignment and acknowledge that you have set them up as my factoring company. Acceptance of this Notice of Assignment can be done in several ways. 1. You can press the "NOA Accepted" button on Fleetsmarts' email, 2. respond to Fleetsmarts' email indicating that they are set up as my factoring company, 3. If you have a website for such things, you can indicate Fleetsmarts as my factoring company or 4. Ultimately sending payment to Fleetsmarts indicates that you have legally accepted this Notice of Assignment. If you have already accepted a Notice of Assignment from another factoring company, then you should deny this Notice of Assignment to Fleetsmarts unless the other factoring company has provided a Letter of Release. If you accept two Notice of Assignments without first getting a Letter of release from one of the factoring companies, you may be obligated to pay both factoring companies for the same load.

Once you have accepted this Notice of Assignment, unless you first get a Letter of Release from Blue Water Capital, payment made for any loads I haul to any other entity other than Fleetsmarts will not satisfy your obligation to pay for service for that load. This includes payments directly to my company (including quick pay and advances) or payments made to other factoring companies. If I submit Notice of Assignments to other factoring companies, do not accept those Notice of Assignments without first obtaining a Letter of Release from Fleetsmarts. Another factoring company may argue that their first-place security (UCC-1) gives them rights to payments. Be advised under the law it does not.

When you accept this Notice of Assignment ("NOA"), you agree to the terms of the payment listed in this notice and on https://get.fleetsmarts.net/?page_id=504. Before factoring my loads, Fleetsmarts will contact you seeking an "Affirmation" that the load will pay in full. Fleetsmarts customizes its contact method based on your preference. In most cases they send an email (Subject: "RATE VERIFICATION | Load number") to verify that you will pay the full rate listed on the rate confirmation sheet. If you click the green button "The load is GOOD" or respond affirming the load is good in some other way, you are indicating that the load will pay in full. If you fail to disclose any service failures at that time, then any payment to Fleetsmarts less than the rate listed on the Rate Confirmation Sheet shall not satisfy the debt for that particular load. In absence of email Affirmation, you agree that either A. verbal affirmations from your employees or B. validation that the load was hauled by my company via your web portal supplied to Fleetsmarts both serve as adequate substitutions for the email and are both valid Affirmation to Fleetsmarts that the load will pay in full and that Fleetsmarts may rely on this information to factor me. Further, you agree that any right you may have with me to offset (the ability to use payment for loads that were hauled without incident to pay for other debts I have incurred or may incur while payment for the loads hauled without incident is still being held) does not transfer to Fleetsmarts after the Affirmation. These concepts are the basis for how factoring can exist (a service we all benefit from) and allow Fleetsmarts to fund me quickly relying on Affirmations you make in the way that is most convenient to you. In turn, this means that I can quickly cover my costs associated with each load and haul more loads for you for a better price.

If you pay anyone other than Blue Water, the invoice will not be satisfied, your legal obligations will not be fulfilled, and you will be required to pay the amount again to Blue Water.

Please promptly notify Blue Water of any claims, returns, questions or disputes which may affect payment on any invoiced loads. You are also otherwise free to discuss any and all matters regarding my trucking company or the services we provide to you with Blue Water.

This Notice may only be revoked in a writing signed by an authorized representative of Blue Water.

We appreciate the opportunity to business with you, and your compliance with this Notice is greatly appreciated. If you have any questions, please do not hesitate to contact Blue Water a

Sincerely,

SELLER'S SIGNATURE