

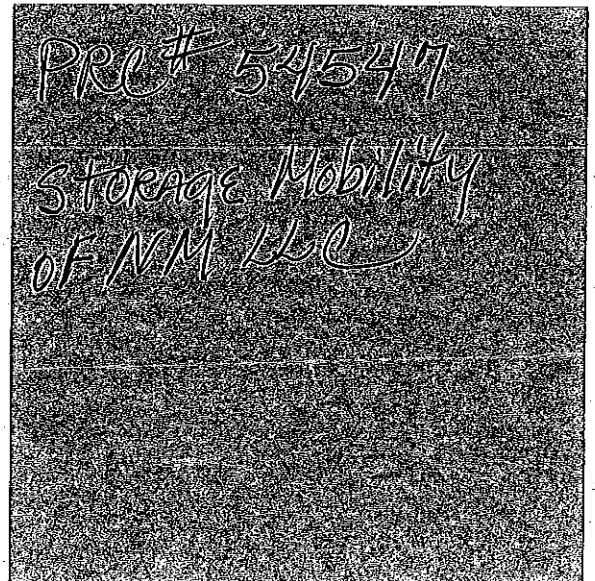
STORAGE MOBILITY OF NEW MEXICO, LLC

d/b/a PODS

NAMING RATES AND RULES APPLYING ON  
A CLASS OF STORAGE AND TRANSPORTATION FOR  
HOUSEHOLD GOODS, EXCLUDING PACKING AND LOADING SERVICES,  
AS DESCRIBED IN RULE 30 HEREIN  
BETWEEN POINTS WITHIN  
THE STATE OF NEW MEXICO

THIS TARIFF APPLIES TO NEW MEXICO  
INTRASTATE TRAFFIC ONLY

Issued February 1, 2009



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<p><b>GOVERNING PUBLICATIONS</b>  This Tariff is governed by the following publication:  New Mexico Public Regulation Commission Motor Transportation Rules, including 18.3.6 NMAC et. Seq.</p>	10
<p><b>SCOPE OF OPERATIONS</b>  This Tariff contains the name of the participating carrier, home terminal and territory.  Name of participating carrier  Name the home terminal of carrier  Names the territory authorized, designated as follows:</p> <ol style="list-style-type: none"> <li>1. Authority to transport between all points in New Mexico.</li> <li>2. Authority to transport from the home terminal and all points in New Mexico.</li> <li>3. Authority to transport from or between limited territories as itemized in Section II, page 14.</li> </ol>	20
<p><b>APPLICATION OF TARIFF</b>  For storage and transportation of household goods, excluding packing and loading services, within containers as defined herein throughout the State of New Mexico.</p>	30
<p><b>DEFINITIONS</b></p> <ol style="list-style-type: none"> <li>1. The term "Carrier", whether capitalized or not, as used herein shall mean holder of Authority described in Rule 20 herein.</li> <li>2. The term "Container" or "Unit" as used herein, means the Carrier's portable storage containers. The container shall remain the property of the Carrier.</li> <li>3. The term "Delivery", as used herein, means the service of the Carrier in dropping off loaded or empty containers at a location designated by the Shipper.</li> <li>4. The term "Final pick up", as used herein, means the service of the Carrier in picking up loaded or empty containers from the Shipper's location and transporting them to Carrier's warehouse or facility.</li> <li>5. The term "Household Goods" (abbreviated as HHG) as used herein is defined by New Mexico Law and this Tariff.</li> <li>6. The term "Rate" as used herein, means all lawfully filed rates in this Tariff and such rates regarding unregulated activity, as the parties may agree in writing.</li> <li>7. The term "Redelivery" as used herein, means the service of the Carrier, at the time requested whenever possible, of redelivering the Carrier's containers loaded with the Shipper's household goods to a location at the Shipper's residence, place of business or place otherwise designated by the Shipper.</li> <li>8. The term "Relocation" as used herein, means the service of the Carrier, at the time requested whenever possible, of moving Carrier's containers loaded with Shipper's household goods from Shipper's origin to another location, residence, place of business or other place designated by the Shipper.</li> <li>9. The term "Rental Agreement", as used herein, means the contract between the Carrier and Shipper that governs the transportation and storage of the container under the provisions of this Tariff, substantially in the format as shown herein, provided any variation contains the information required herein and by the New Mexico Public Regulation Commission.</li> <li>10. The term "Regular Hours of Service" shall mean between such times on such days as defined by Section IV herein.</li> </ol>	
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<p>11. The term "Shipment" as used herein, means one or more of the Carrier's containers being delivered, redelivered, or relocated at the request of or on the behalf of Shipper.</p> <p>12. The term "Transportation of Household Goods" as used herein, shall mean the actual movement of Carrier's container, after being loaded by the Shipper with household goods, from Shipper's origin location to other location designated by Shipper or the Carrier's warehouse and any relocation or redelivery of such container containing household goods thereafter.</p> <p>13. The term "Shipper" as used herein, means the lessee of the container.</p>	40
<p><b>CLAIMS</b> The following condition and procedures shall apply to all claims.</p> <ol style="list-style-type: none"> <li>1. All claims for loss or damage or overcharge shall be in writing.</li> <li>2. As a condition to any claim adjustment, Shipper must present an original Contract, proof of payment in full or charges thereon, written support for the damage, value and cause of the damage, and upon request, the damaged property.</li> <li>3. Shipper must bring any transportation and storage related claims within thirty (30) days of the date upon which the Shipment is delivered. In no event shall Carrier's maximum liability exceed \$.10 per pound.</li> <li>4. The Carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the Shipper, or the authorized agent of Shipper, when the Carrier is directed to redeliver or relocate the Container (or render any services) at a place or places at which the Shipper or its agent is not present. The property contained in such Container shall be at risk of the owner after redelivery or relocation while in the Container unless covered by secondary coverage.</li> <li>5. Where the Carrier is directed to pick up a Container from a place or places at which the Shipper or its agent is not present, the property contained therein shall be at risk of the owner before the Container is picked up.</li> <li>6. The Carrier is not responsible for damage due to improper or insufficient packing or loading of a Container by Shipper or Shipper's agent.</li> </ol>	50
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<p><b>COMMODITY DESCRIPTION</b> Rates named in this Tariff shall apply to: Transportation of HOUSEHOLD GOODS but only while such property is stored inside Carrier's Container and the Container is transported or stored by Carrier:</p>	60
<p><b>HANDLING</b> Except as otherwise provided for herein, the rates for the transportation of the Containers include the physical lifting of the Container onto Carrier's vehicle, stowage of same on the vehicle, transport of the same to the place and establishment designated, and the physical removal of the Container from the Carrier's vehicle and placement of Container at such location. Rates for Rental of the Container(s) include use of the Container for storage of Shipper's goods at Shipper's location, Carrier's warehouse or other location designated by Shipper.</p>	70
<p><b>IMPRACTICABLE OPERATION</b> The Carrier shall not be obligated to perform pick-up, delivery or redelivery, relocation or render any service at a place or places from which or to which it is impracticable or unsafe to operate vehicles, equipment for lifting or lowering the Container from the vehicle or actual placement of the Container because of:</p> <ol style="list-style-type: none"> <li>1. The condition of roads, streets, driveways, alleys, or approaches thereto including conditions created by weather;</li> <li>2. Inadequate lifting or lowering space or ground surface;</li> <li>3. Any riot, strike, picketing or other labor disturbance.</li> </ol>	80
<p><b>PACKING OF GOODS</b> Shipper shall:</p> <ol style="list-style-type: none"> <li>1. pack the goods with adequate care to avoid damage, including any damage from ordinary handling or jostling, load the goods into the Container ;</li> <li>2. lock the Container and keep it locked whether at Shipper's address or otherwise;</li> <li>3. not store any heavy items on rollers; and</li> <li>4. not store property in Container whose total weight is more than:</li> </ol> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p style="text-align: center;">7,500pounds in a 12 foot Container 8,100pounds in a 16 foot Container</p> </div> <ol style="list-style-type: none"> <li>5. not store any items prohibited by Rules 110, 120, and 130 of this Tariff.</li> </ol> <p>Shipper acknowledges and agrees that:</p> <ol style="list-style-type: none"> <li>1. Carrier has no knowledge of the contents of the Container; and</li> <li>2. none of Carrier's employees, agents, or representatives may accept any Containers upon any other oral or written terms beyond those set forth in this Tariff.</li> </ol>	90
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<p><b>PREPARATION FOR SHIPMENT; PACKING MATERIALS</b></p> <ol style="list-style-type: none"> <li>1. All articles tendered for transportation must be stored within a locked Container in such condition and so prepared with adequate packing and loading for shipment as to render the transportation thereof reasonably safe and practicable. Carrier may refuse any Container containing articles not so prepared or packed. Shipper has the responsibility to properly pack each Container. Carrier does not provide packing or loading services to load (or unload) Shipper's goods into or out of the Container.</li> <li>2. The packing materials used by Shipper must have sufficient strength to allow other boxes or goods to be packed against, or on top of same, in a manner which will make transportation for the entire shipment reasonably safe and practicable.</li> </ol>	100
<p><b>ARTICLES NOT ACCEPTED</b></p> <p>Unless other provided, the following property will not be accepted for shipment:</p> <ol style="list-style-type: none"> <li>1. <b>ARTICLES LIABLE TO CAUSE DAMAGE:</b> Shipper shall not ship, and Carrier will not accept for shipment, property liable to dampen, wet, coat or impregnate, contaminate or otherwise damage equipment or property, although Carrier will not inspect the contents of any Containers received by Carrier for shipment, except as provided in Section I, Rules 12 and 19 of this Tariff.</li> <li>2. Shipper shall not ship, and Carrier will not accept for shipment, articles which cannot be taken from the premises without damage to the article or the premises, although Carrier will not inspect the contents of any Containers received by Carrier for shipment, except as provided in Section I, Rules 12 and 19 of this Tariff. Shipper will be solely responsible for properly packing and loading the contents of each Container.</li> </ol>	110
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<p><b>PERISHABLE HAZARDOUS PROHIBITED ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE:</b>  Shipper shall not ship, and Carrier will not accept for storage or shipment, agricultural product food, animals, alcoholic beverages, flammable or combustible material, explosives, dangerous goods, corrosive or controlled substances, drugs, firearms, hazardous materials or products, toxic chemicals, liquids in containers which may leak or spill within or outside the Container, fumigants, valuable documents, money, deeds, stock certificates, securities, evidences of debt, irreplaceable or valuable items, antiques, jewels, precious metals, jewelry, fine art, stamp collections, rare or historical items, perishables or any item whose storage or use is regulated or prohibited by federal, state or local law, regulation, rule or ordinance. Shipper shall not use or allow the container to be used for human or animal habitation. Carrier will not inspect the contents of any Container received by Carrier for Shipment, except as provided in Section I, Rules 140 and 160 of this Tariff</p>	120
<p><b>PROPERTY NOT OWNED BY SHIPPER OR ENCUMBERED PROPERTY</b>  Shipper shall not store or ship, and Carrier will not accept for storage or shipment, property that Shipper does not own or property that is subject to any liens, security interests or other encumbrances not disclosed to Carrier.</p>	130
<p><b>INSPECTION OF ARTICLES</b>  When the Carrier or its agent believes that it is necessary that the contents of a Container be inspected, the Carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property contained therein pursuant to Section I, Rule 160.</p>	140
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<p><b>PAYMENT AND CHARGES</b></p> <ol style="list-style-type: none"> <li>1. Rental and all other charges upon the Container shall be due in advance as set forth in any written agreement between the parties. The Carrier will not deliver nor relinquish possession of any Container transported by it until all charges thereon have been paid by certified check, bank check (one drawn by a bank on itself and signed by an officer of the bank), credit card, or money order, except where other satisfactory arrangements have been made between the Carrier and Shipper or his agent.</li> <li>2. Nothing herein shall limit the right of the Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.</li> <li>3. In the event Shipper fails to pay any charges when due, by the tenth day following the due date, there will be a reasonable late charge added to sums due. If any charges on this Tariff are not paid for more than thirty (30) days, then Shipper shall pay additional lien handling fees, and also pay all costs, including court costs and reasonable attorney fees, associated with either collection of delinquent sums or disposition of any goods in the Container, including lien sale costs.</li> <li>4. In the event Shipper is delinquent in payment of any charges under this Tariff, including without limitation, late charges, handling charges, financing or other costs associated with services under this Tariff or with processing Shipper's delinquent account, Shipper hereby authorizes Carrier to charge such sums against Shipper's credit card account, without any additional signature of Shipper beyond those on the Rental Contract or other addenda thereto for all such amounts owed by Shipper to Carrier. Carrier shall have no liability to Shipper for charges applied to Shipper's credit card account so long as charges are applied by Carrier in good faith.</li> </ol>	150
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<p><b>RIGHT TO ENTER, INSPECT OR REPAIR CONTAINER</b></p> <ol style="list-style-type: none"> <li>Carrier, its agents or any representative of any governmental authority, including law enforcement, police and fire officials, may immediately access the Container and Shipper's goods therein, in the event of an emergency. In all other cases, upon three (3) days' prior written notice to Shipper, Carrier may access the Container, including for purposes of inspecting or assessing the contents therein for purposes of disposal of shipment through default of Shipper's obligations under this Tariff or any written agreement. In the process of accessing the Container, Carrier may remove such locks, even if the method of removal causes damage to such locks and may take all other action appropriate to examine the Container itself, making repairs or alterations to it, or such other action necessary or appropriate to preserve the Container; and comply with applicable law, including requests of any applicable local, state or federal law or regulatory enforcement authorities, including those governing hazardous or toxic substances, materials or wastes.</li> <li>In the event of any damage or injury to the Container, or Carrier's equipment or facilities arising from the negligence, intentional or deliberate act or omission of Shipper, its agents or others for which Shipper is otherwise responsible, Shipper shall be responsible for and pay to Carrier any and all expenses reasonably incurred to repair or restore the Container, warehouse, facility or equipment or Container, including any expense incurred in the investigation of such site conditions, cleanup, removal or restoration work, whether or not required by any applicable local, state or federal law, regulation or agency regulating hazardous or toxic substances, material or waste. Such sums shall be due upon demand by Carrier.</li> </ol>	160
<p><b>CONTENT PROTECTION</b></p> <ol style="list-style-type: none"> <li>Shipper acknowledges that Carrier is not an insurance company or agency and is not engaged in the sale of insurance upon the shipper's goods or contents of a Container packed or loaded by Shipper.</li> <li>At Shipper's request in writing; however, Shipper may obtain supplemental coverage for the Shipper's goods stored in Container directly or through programs upon which Carrier provides. Such coverage will be subject to all the terms and conditions of any such program. Shipper shall be responsible for any and all costs, including administrative costs related to obtaining coverage on the contents of the Container.</li> </ol>	170
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<p><b>DECLARATION OF VALUE; LIABILITY LIMITATION</b>            Unless otherwise provided, the following provision shall apply to all property which Shipper stores, loads or packs into the Container:</p> <ol style="list-style-type: none"> <li>1. Under the Rental Agreement, Shipper agrees that the value of the items in any individual Container or Containers subject to a Rental Agreement does not exceed the maximum value stated in the Rental Agreement.</li> <li>2. If the person owning the property contained in a Container subject to this Tariff declines to agree that the value of the contents of such Container is subject to the maximum limit stated in the Rental Agreement, the shipment of the Container will not be accepted. If Carrier inadvertently accepts Container, the maximum liability limit stated in the Rental Agreement shall apply.</li> <li>3. Shipper agrees under the Rental Agreement, that all property stored or transported in the Container is at the Tenant's sole risk and that Carrier's liability for any damage is solely for that damage resulting from its own fault as set forth below.</li> <li>4. Limit of Liability: Except for insurance required by the New Mexico Public Regulation Commission Motor Transportation Rules, as they now exist or as they are hereafter amended, the transportation and storage rates provided in this Tariff are based upon the provision that Carrier shall not be liable for any damage or loss, unless caused by Carrier's own negligence, fraud, willful injury or willful violation of law. In such case, Carrier's liability shall be limited to the value of the goods damaged or lost up to the maximum amount stated in the Rental Agreement.</li> </ol>	180
<p><b>INDEMNIFICATION</b>            Shipper is liable for, and shall indemnify Carrier against, any loss or damage caused by Shipper's breach of Shipper's promises in the Rental Agreement entered into between Shipper and Carrier.</p>	190
<p><b>INSURANCE</b>            Carrier agrees to maintain cargo liability insurance in the amount now required by, or in such other amount specified by any amendment to the New Mexico Public Regulation Commission Motor Transportation Rules.</p>	200
<p><b>PICK UP, DELIVERY, REDELIVERY, OR RELOCATION SERVICE</b>            Within its Designated Service Area as defined by the Scope of Operations in Section III, Carrier shall provide only the following pick up and redelivery services of Containers to locations designated by Shipper:</p> <p><b>PICK UP SERVICE</b></p> <ol style="list-style-type: none"> <li>1. Carrier will pick up, deliver, redeliver or relocate the Container within the Designated Service Area defined by the Scope of Operation as granted by the MPSC.</li> <li>2. Carrier will pick up the Container on the agreed date and deliver it to a Facility, or Carrier will notify Shipper if Carrier is unable to pick up on that date. Carrier will attempt to pick up at any time during regular business hours that Shipper requests, but Carrier is not bound to a particular time. In the event Shipper fails to release Container by the end of the rental period for which rent has been paid, Shipper shall be responsible for the next full month of rental charges on the Container.</li> <li>3. At the request of Shipper, Carrier will store the Container within a Facility, and will redeliver the Container to Shipper or a place Shipper designates after storage. Before the time of redelivery, Shipper may access the Container to retrieve Shipper's goods at a Facility listed in Rule 2, or another location (at Carrier's discretion) or have Carrier deliver the</li> </ol>	210
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<p>Container to Shipper's address. Shipper (or if there is more than one customer, the first customer signing) is the only party authorized to access or demand redelivery of the Container. Carrier will not be liable if:</p> <ol style="list-style-type: none"> <li>a. Shipper authorizes another party to access or demand redelivery of the Container;</li> <li>b. Shipper authorizes Carrier to redeliver the Container without Shipper's presence or signature; or</li> <li>c. road, weather or other conditions hinder or prohibit Carrier from timely redelivering the Container despite Carrier's reasonable efforts</li> </ol> <p>4. Carrier may retrieve empty Container at the expiration of the rental term of the or at an earlier time, if so directed by Shipper. Shipper is responsible for any theft, loss or damage to the Container and the goods packed in it after Carrier redelivers the Container. If the Container is not available for Carrier to retrieve by the expiration of the rental term for the Container, then additional rental rates shall be imposed.</p>	
<p><b>REGULAR HOURS OF SERVICE</b>  Regular hours for service shall be between 7:00 a.m. and 4:00 p.m. Monday through Friday and 7:00 a.m. - 12:00 p.m. on Saturday and shall include every holiday except New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Carrier is closed on Wednesdays and Sundays during certain times of the year, based on the volume of its business. Delivery will be tendered during regular hours of service, unless otherwise agreed to by Carrier and Shipper.</p>	220
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SECTION II  
SCOPE OF OPERATIONS

SCOPE	TERRITORY
Storage Mobility of New Mexico, LLC d/b/a PODS 2501 Karsten Ct. SE Albuquerque, NM 87102	HOUSEHOLD GOODS, OFFICE FURNITURE AND STORE FIXTURES, between all points within all counties of New Mexico, on one hand and on the other all points within New Mexico. GENERAL COMMODITIES between all points within the State of New Mexico.

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SECTION III  
RATES AND CHARGES

ITEM NUMBER	APPLICATION OF RATES	TRANSPORTATION CHARGE
1	Delivery of empty 12' container to customer location and return to warehouse, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile. (Warehouse storage option)	\$69.00
2	Delivery of an empty 16' container to a customer's location and return to warehouse, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile. (Warehouse storage option)	\$69.00
3	Delivery of 12' or 16' container to customer location for on site storage, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile. (At customer location).	\$69.00
4	Relocation of a 12' or 16' container from one customer's location to another location, other than warehouse, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile.	\$69.00
5	Relocation of a 12' or 16' container from the warehouse to the customer's location, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile.	\$69.00
6	Redelivery of a 12' or 16' container from the warehouse to customer's location and final pick up, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile.	\$69.00
7	Final pick up of a 12' or 16' empty container from the customer's location and return to the warehouse, 20 miles or less. If the total mileage is 21 miles or more, there is an additional charge of \$2.25 / per mile.	\$69.00
8	Additional Pick up or delivery charge on non-paved surface	\$50.00 flat fee

Note 1: All delivery and pick up charges, whether the container is loaded or unloaded, are subject to an additional fuel surcharge of 1%-20% of the delivery charge depending on the local fuel index at the time.

Note 2: All delivery and pick up charges, are subject to applicable New Mexico Gross Receipts tax.

Carrier may offer discounts in its discretion on delivery charges at certain times during the year. Any discounts will be offered to any customer and Carrier agrees not to discriminate in providing discounts based on race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, employee's sexual orientation, gender identity or any other characteristic protected by law.

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**SECTION IV**  
**Fuel Cost Price Adjustment – Surcharge**

The following percentage Fuel-Related cost Price Adjustment (Surcharge) will apply on pick up and delivery charges to customer location, and delivery to Carrier's facility.

1. On the first Monday of each calendar month, the "Midwest average" price of diesel fuel will be determined based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail on-Highway Diesel Prices." This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site a [www.eia.doe.gov](http://www.eia.doe.gov).
2. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the state DOE price available on the next subsequent business day (Tuesday).
3. The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the same month. The adjustment determined will apply for deliveries or pick ups beginning on the 15th day of the month and remain in effect through the 14th day of the subsequent following month starting from the effective date of this item.
4. To determine the Fuel Cost Adjustment amount to apply, multiply the applicable delivery or pick up charges as determined in accordance with Section II of this Tariff by the percentage Fuel Cost Adjustment Factor. The resulting charge is in addition to all other applicable charges.

When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:	The Fuel Cost Adjustment Factor that becomes effective on the 15 <sup>th</sup> day of the same month is:
\$1.534	0%
From \$1.534 to \$1.632	1.0%
From \$1.633 to \$1.732	2.0%
From \$1.733 to \$1.831	3.0%
From \$1.832 to \$1.930	4.0%
From \$1.931 to \$2.029	5.0%
From \$2.030 to \$2.029	6.0%
From \$2.131 to \$2.230	7.0%
From \$2.231 to \$2.330	8.0%
From \$2.331 to \$2.430	9.0%
From \$2.431 to \$2.530	10.0%
From \$2.531 to \$2.630	11.0%
Over \$2.630	(See Note 1)

Note 1: If the DOE fuel price per gallon exceeds \$2.630, the 11% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 1% for every 10 (\$0.10) cents, or fraction thereof, per gallon increase in the price above \$2.630 per gallon.

Note 2: Notwithstanding any other provision of the Tariff, the Fuel Cost Adjustment Factor will apply to delivery and pick up charges applicable on empty containers and loaded containers to Shipper's location or Carrier's facility. The Fuel Cost Adjustment Factor shall be calculated by multiplying the applicable percentage set forth above by the transportation charge stated on Page 15.

Note 3: The Fuel Cost Adjustment Factor will be shown separately from delivery and pick up charges on Carrier's transportation documents for the purpose of identifying the amount as special fuel-related revenue.

Note 4: If the DOE fuel price per gallon is less than \$1.534, the customer will receive a credit of 1.0% for each decrease of .098 in the DOE fuel price per gallon to reduce the charge per mile, but in no event will the total credit be more than the total mileage charge.



SECTION V  
Storage Pricing

		Months 1 & 2	Month 3 & after
12' Customer location	Monthly Rental for onsite 12'	\$139.00*	\$129.00**
16' Customer location	Monthly Rental for onsite 16'	\$149.00*	\$139.00**
12' Our warehouse	Monthly Rental for Warehouse 12'	\$159.00*	\$149.00**
16' Our warehouse	Monthly Rental for Warehouse 16'	\$169.00*	\$159.00**

\* There is a minimum storage charge of one month.

\*\* Monthly storage price will remain the same as the 3-month price for the remainder of the contract

Carrier may offer promotional pricing in its discretion on storage charges at certain times during the year. Promotional pricing shall be offered to any Shipper regardless of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, employee's sexual orientation, gender identity or any other characteristic protected by law.

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