
**ORIGINAL
TITLE PAGE**

FDCP 101-C

**FEDEX CUSTOM CRITICAL
PASSPORT AUTO TRANSPORT, INC.**

MC-128916 / US DOT 896656

**RATES / RULES / ACCESSORIALS
SERVICE GUIDE TARIFF**

VIA

ALL MOTOR ROUTES

APPLYING ON SURFACE TRANSPORTATION SERVICES

BETWEEN

POINTS IN NORTH AMERICA (EXCEPT CANADA AND MEXICO)

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

This Tariff applies ONLY in connection with Tariffs or Contracts making reference to this Tariff.

ALL RATES SHOWN, BILLED AND PAYABLE IN U.S. CURRENCY

ISSUED 12 / 12 / 2006

EFFECTIVE 12 / 18 / 2006

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CHECK SHEET OF TARIFF PAGES AND SUPPLEMENTS

All pages contained in this tariff are listed consecutively by number and revision number. The pages of the tariff, and supplements to the tariff listed on this page, bear issued dates which are the same as, or are prior to, the issued date of this page.

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THIS ORIGINAL TARIFF FDPCP 101-C CANCELS TARIFF FDPCP 101-B WHICH IS HEREBY REPLACED IN ITS ENTIRETY. REFERENCES, PREVIOUS OR CURRENT, TO A TARIFF FDPCP 101-B WILL NOW BE CONSIDERED ONE-IN-THE-SAME AS TARIFF FDPCP 101-C.

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Item 10: APPLICATION OF RATES AND OPERATING RIGHTS

Rates and provisions named in this tariff, or as amended, or in tariffs governed by this tariff, or contractual arrangements making reference to tariff 101, are limited in their application on interstate, intrastate and/or foreign commerce to the extent set forth below:

OVER IRREGULAR ROUTES: Between points in North America, except Canada and Mexico.

COMMODITY DESCRIPTION - In Straight or Mixed Shipments

New and used vehicles, collector vehicles, motorcycles, boats, small watercraft, horse drawn and other motorless carriages, small boat trailers, camper trailers, and utility trailers, lose related parts and accessories.

Item 20: GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided for within, by supplements thereto or successive issues thereof as implemented by FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC.:

Mileage Guide: Alk Associates PC*MILER Streets, packaged with TMW Suite. Most current version installed by carrier will be used, currently version 4.0. Such mileage will be 100% of the Practical (“Quickest Route”) mileage using 5-digit U.S. zip codes and 6-place alphanumeric Canadian postal codes to determine routing, charges and ETA’s for involved shipment points.

Item 300: ADDITIONAL INCURRED COSTS

Whenever FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. incurs costs due to customer requirements, the billed customer shall be invoiced at 130% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

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Item 310: ADDITIONAL LABOR

- (a) Except as otherwise specifically provided, rates published in tariffs governed by this tariff include the service of driver only.
- (b) When an additional person or persons are required and furnished by the carrier or requested by the consignor or consignee and are furnished by the carrier, an extra charge for each additional person will be made of one hundred dollars (\$100.00) per hour or fraction thereof, subject to a minimum charge of one (1) hour.
- (c) In applying the charges named in this item, time will be computed from the time additional person or persons leaves their place of business until they return to their place of business, except in case of delay beyond the control of shipper or consignee in which time lost occasioned thereby will be deducted from the total time.
- (d) Charges named herein shall be in addition to any and all other lawful charges contained in this tariff.

Item 320: ALTERNATION OF CHARGES

In no case shall the charge for any shipment from and to the same points, be greater than the charge for a greater quantity of the same kind of freight at the rate and weight applicable to such greater quantity of freight. In no case shall the charge for a shorter distance be greater than the charge for a greater distance for use of the same type of vehicle.

Item 340: APPLICATION OF TARIFF

Rates, rules and other provisions named herein apply only in connection with tariffs and/or contractual arrangements making reference to this Tariff. The provisions of this tariff will not take precedence over provisions published in individual tariffs governed by this tariff.

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Item 350: CLAIMS PROCEDURES

Items 350 to 400 inclusive herein are published in compliance with the report and order of the Interstate Commerce Commission in Ex Parte 263, Rules, Regulations and practices of Regulated Carriers with respect to the processing of Loss and Damage Claims, served February 24, 1972.

NOTE: Payment in full for all invoiced amounts must be received by FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. before FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. will consider, process or settle claims of any nature whatsoever.

Item 360: INVESTIGATIONS OF CLAIMS

- a) Prompt investigation required: Each claim filed against carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of claim.
- b) Supporting documents: When a necessary part of an investigation, in addition to the following, Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Each claim will be supported by the original bill of lading, inspection report, estimates, letter detailing pickup or delivery of unit(s) and damage claimed.
- c) Verification of loss: A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or an entire shipment will be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- d) Where carrier is directed by consignee, consignor, owner of the goods, or agent of any of the foregoing parties, to unload or deliver property at a particular location where consignor, consignee, owner of the goods, or the agent of any of the foregoing parties, is not regularly located, the risk after unloading or delivery shall not be that of carrier.

Item 370: DISPOSITION OF CLAIMS

Each carrier which received a written claim for loss, damage, or injury to property transported will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time, and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file.

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Item 380: PROCESSING OF SALVAGE

Whenever property that is transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each transaction or relationship.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Item 390: FILING OF CARGO CLAIMS

a) Claims in writing required.

A claim for loss or damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in subparagraph (b) below, with carrier issuing the bill of lading, receipt, ticket or baggage check, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable hereto.

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Item 390: FILING OF CARGO CLAIMS (Continued)

b) Minimum filing requirements:

A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property (or, in the case of export traffic, within nine (9) months after delivery at the port of export) except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date and time of delivery as established by Carrier at time of original order (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

c) Documents not constituting claims.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents on inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

d) Claims filed for uncertain amounts.

Whenever a claim is presented against a carrier for an uncertain amount, such as "\$100 more or less", the carrier against whom such claim is filed will determine the condition of the baggage or shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

e) Concealed damage claims.

When damage to the property is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to the carrier upon discovery and a request for inspection by the carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

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Item 390: FILING OF CARGO CLAIMS (Concluded)

If more than Five (5) days pass between date of delivery of shipment by carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by carrier, the consignee must hold the property and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

f) Institution of Suits.

Suit for loss, damage, injury or delay shall be instituted against carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable, and such claims will not be paid.

g) Other claims.

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

Item 391: CARRIER LIMITATIONS OF LIABILITY

a) From an act, omission or order of shipper.

b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.

c) From weather changes, including freezing. It is the shipper's responsibility to take necessary precautions and to protect the cooling system from freezing.

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Item 391: CARRIER LIMITATIONS OF LIABILITY (Continued)

- d) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- e) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder and from loss or damage when Carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery notwithstanding such risk.
- f) From Acts of God or conditions typically referred to as "Force Majeure" conditions. In addition, see item 582 (Force Majeure Events) of this tariff.
- g) Unauthorized instructions to transfer property to any person or to any place; including but not limited to unauthorized acts of the agent or representative designated by the Shipper and/or Consignee to act on their behalf.
- h) From insects, vermin, rodents or any type of infestation whatsoever.
- i) Carrier is not responsible for the mechanical parts and/or mechanical condition of the vehicle being transported.
- j) Carrier is not responsible for any items inside of vehicle or in the trunk, including but not limited to jacks, lug wrench, tools, spare tire, etc. Personal items are placed in the vehicle at the owner's risk.
- k) Carrier is not responsible for damage caused by fluids leaking from the vehicle (battery acids, brake systems, cooling systems, anti-freeze solutions).

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Item 391: CARRIER LIMITATIONS OF LIABILITY (Concluded)

l) Customer/Shipper is responsible for properly preparing their vehicle for inspection and shipment (special handling requirements, washing vehicle, removing mud, dirt, snow, fluids, including anti-freeze etc.). The Carrier is not responsible for scratches, paint chips, pits, etc. which are not visible at the time of inspection due to poor preparation of the vehicle by the customer or due to poor visibility (rain, darkness, snow, etc.). The Carrier does not disconnect the battery for transport, which is the responsibility of the tendering shipper.

m) Carrier is not responsible for normal wear and tear to the exterior or interior surfaces (metal, glass, paint, rubber, carpet, leather, etc.), or for any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration or depreciation.

n) The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosive or dangerous articles or goods.

o) Consignee or designate, at delivery, has the responsibility to inspect the vehicle noting damage listed at origin and signed by the person authorized to release the vehicle. Consignee is responsible to notate any damage not already on the inspection report prior to signing said report.

p) Carrier is not responsible for damage to vehicle under carriage or interior except to the extent such damage is found to be a direct result of the sole, negligent acts or omissions of Carrier.

Item 400: ACKNOWLEDGMENT OF CLAIMS

Each carrier will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed, may have revealed.

The carrier will, at the time each claim is received, create a separate file and assign thereto a successive claim file number, and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt, and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, the carrier will cause the date of the receipt to be recorded on the face of the claim document, and the date of receipt will also appear in the carrier's written acknowledgment of receipt to the claimant.

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Item 420: CLAIMS-OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

(a) "Overcharge" as used herein shall be deemed to mean charges for transportation services in excess of those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges. It also includes duplicate payments as defined in paragraph (b) herein when a dispute exists between the parties concerning such charges.

(b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.

(c) "Unidentified payment" means a payment which a carrier has received for the performance of transportation services but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due.

(d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.

(e) "Undercharge" as used herein shall be deemed to mean charges for transportation services which are less than those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges.

(f) All claims shall be filed in accordance with the provisions of Item 430 (Filing and Processing Claims).

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Item 430: FILING AND PROCESSING CLAIMS

- (a) Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice to the party responsible for payment of the freight charges. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data which is believed by claimant to substantiate the basis for its claim.
- (b) If either party "Shipper" or "Carrier" disputes the other parties claim for either "Overcharge", "Duplicate Payment" or "Undercharge", the disputing party has 180 days from the date of the invoice to file in writing with the Interstate Commerce Commission, or empowered successors thereof, a request for the determination of the applicability or reasonableness of the claim as provided for under "The Trucking Industry Regulatory Reform Act of 1994".
- (c) Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- (d) In the event carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges, carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data which is believed by carrier to substantiate the basis for its claim.
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Item 435: CLAIM FOR B.O.L. CORRECTION - PAYMENT FOR CARRIER SERVICES

A corrected bill of lading (B.O.L.) for changes in collection status from collect to prepaid, prepaid to collect or to add, change or delete a third party billing will only be accepted up to 90 days from the date of Carrier's invoice, and only from a party to the original B.O.L. with written notice on company letterhead or corrected B.O.L. from the party to be assuming primary obligation for payment identifying the company and person submitting the correction. The new debtor must have established credit with FedEx Custom Critical Passport Auto Transport, Inc.. Changes in payment status which would result in the application of a discounted rate shall not be entitled to such reduction.

Item 440: CLAIMS RECORDS

At the time a claim is received, the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Item 445: DELINQUENT ACCOUNTS

In any action to recover unpaid freight bills from delinquent accounts, the carrier shall be entitled to reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

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**Item 450: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR
DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

- (a) Carrier shall have established procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which to properly apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days or receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this item shall be applicable.
- (b) When a carrier which participated in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier discovers, or is notified by such a participating carrier, that an overcharge or duplicate payment exists for any transportation charge which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file the date it was discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

Item 500: COD SHIPMENTS

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by this carrier, subject to the following provisions and charges:

- a) The letters "COD" must be stamped, typed or written on all bills of lading and shipping orders immediately before the name of the consignee.
- b) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- c) The charge for collecting and remitting the amount of each COD will be \$50.00 per order/Bill of Lading (BOL).
- d) Notification of a COD shipment must be given at time order is telephoned in.
- e) It is the Shipper's responsibility to verify sufficiency and form of COD payment(s).

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**Item 520: COMPUTATION OF MILEAGE
(Used in conjunction with Item 20 herein):**

- (a) From any point of origin to any point of destination not shown in the Guide referred to above or when mileage is not shown in the Guide between named points, the distance from or to the next more distant point that is shown shall apply.
- (b) When the shipper requests a longer route or special route which deviates from that determined by carrier's utilized mileage calculation method, the actual mileage over the longer or special route will apply.
- (c) When shipments move under special permits as required by or obtained from a Municipal, State or Federal Agency, Government Authority or Commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified and required for the issuance of the special permit.
- (d) In computing mileage, fraction of a mile shall be considered as one mile.
- (e) When shipments require re-routing due to any local, state and/or federal requirements (i.e. tunnels, bridges, etc.), charges will be assessed at the total applicable mileage incurred including any en-route corrections necessary for legal compliance and/or safe carrier operation for transportation of any shipments requiring specialized considerations.

Mileage Guide: Alk Associates PC*MILER. Most current version installed by carrier will be used, currently version 20. Such mileage will be 100% of the Practical ("Quickest Route") mileage. 5-digit U.S. zip codes and 6-place alphanumeric Canadian postal codes shall be used to determine shipment points.

Item 540: COMPUTATION OF TIME

- (a) Where rates are based on time, time will be computed from the time vehicle arrives at customer's place of business until it is released by authorized agent of the customer, except in the case of breakdown or other delay beyond the control of customer in which event lost time occasioned thereby will be deducted from the total elapsed time.
- (b) Fraction of an hour shall be considered as one hour.

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Item 550: CONSEQUENTIAL DAMAGES

FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. shall not be liable in any event for any special, incidental, extended or consequential damages, including but not

limited to loss of profits or income, whether or not FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. had knowledge that such damages might be incurred.

Item 560: DECLARED VALUE

The carrier's cargo liability is limited to a \$100,000.00 released valuation per vehicle unless a higher value, not exceeding \$150,000.00, is declared at time of original shipment tender (service order placement) and is verified as such on the bill of lading and/or electronic media and a fee of fifty cents (\$.50) per \$100.00 of value declared over \$100,000.00 is paid. With regard to any damages arising out of the transportation of any commodity, FedEx Custom Critical Passport Auto Transport, Inc. will only be liable for the cost of repair, cost to replace, released value or declared value, whichever is less, and will not be liable for any claims of diminished value or any other value not specifically set forth herein.

Item 565: DECLARED VALUE - RESCUED / INTERLINED SHIPMENTS

On shipments which have had a previous move or will have a subsequent move by any other carrier or mode, or which any shipment or portion thereof is not able to be directly inspected by FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. for reasons including, but not limited to, packaging, wrapping and/or crating, FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC.'s cargo liability is limited to visual surface damage and no liability for other damages, including to contents shall be offered, provided, inferred or implied. The provisions of this item shall supersede the provisions of item 560 herein. With regard to any damages arising out of the transportation of any commodity, FedEx Custom Critical Passport Auto Transport, Inc. will only be liable for the cost of repair, cost to replace, released value or declared value, whichever is less. The carrier will not be liable for any claims of diminished value or any other value not specifically set forth herein.

Item 575: DESCRIPTION OF COMMODITIES TO BE HANDLED

New and used vehicles, collector vehicles, motorcycles, boats, small watercraft, horse drawn and other motorless carriages, small boat trailers, camper trailers, and utility trailers, loose related parts and accessories.

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Item 580: DETENTION

- (a) When carrier's vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges. (See Note 1).

Total "Free Time" Allowance Charge per each 15 minutes
for Loading and or fraction thereof for detention
Unloading Combined in excess of "Free Time"
2 Hours **\$15.00**

- # - **Subject to a minimum charge of \$650.00 per calendar day.**
- ## - **Subject to a maximum charge of \$1,000.00 per calendar day.**

- (b) The time per vehicle shall begin upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, and shall end upon completion of loading or unloading and receipt by the driver of the signed bill of lading or delivery receipt. (See Note 1)
- (c) When shipments move under a prepaid basis, the detention charge will be billed to the consignor regardless of whether the consignor or the consignee were responsible for the detention of the vehicle. When shipments move under a collect basis, the detention charges will be billed to the consignee regardless of whether the consignor or the consignee were responsible for the detention of the vehicle.
- (d) Carrier does not hold itself out to provide dropped trailer services, and no trailer drops, spotted trailer or unattended vehicle services are offered. All shipments are designated "live load and unload" and are subject to detention as stated herein. Such detention shall be in addition to any and all other charges applicable to services performed by carrier. Saturdays, Sundays and/or Holidays are included in the application of this Item.

NOTE 1: If carrier has notified or otherwise confirmed with consignee that it has an inbound shipment and upon carrier's arrival at the consignee location it is determined that consignee is not available, or, upon arrival at a consignee location, carrier is capable of making delivery, and through no fault of the carrier such delivery cannot be accomplished, the terms and conditions as stated in Item 680 (Redelivery) of this tariff shall be applied.

Item 582: FORCE MAJEURE EVENTS

FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. shall have no liability for damage, loss, delay or any other failure to perform services under this tariff or agreements referencing and/or incorporating this tariff where such damage, loss, failure or delay in performance is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other competent Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever beyond its direct and exclusive ability to control.

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Item 585: FUEL SURCHARGE

The calculated fuel cost utilizes the U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week. Shipments where all pickups, stop offs, and delivery's involve a PADD V State (AK, AZ, CA, NV, OR, WA) shall use the U.S. Department of Energy's Energy Information Administration PADD V On-Highway diesel fuel price for calculations.

Fuel surcharges will be applied to any/all mileage related charges. Adjustments, if any, in surcharges will be made the calendar day following the calendar day of publication of each weeks price. The Surcharge that will be charged will be that in effect when the order is placed, not when service is actually provided.

<u>Price / Gallon</u>	<u>Surcharge =</u>	<u>Price / Gallon</u>	<u>Surcharge =</u>		
Up to	\$1.099	0.0%	\$2.550to	\$2.599	15.5%
\$1.100to	\$1.149	1.0%	\$2.600to	\$2.649	16.0%
\$1.150to	\$1.199	1.5%	\$2.650to	\$2.699	16.5%
\$1.200to	\$1.249	2.0%	\$2.700to	\$2.749	17.0%
\$1.250to	\$1.299	2.5%	\$2.750to	\$2.799	17.5%
\$1.300to	\$1.349	3.0%	\$2.800to	\$2.849	18.0%
\$1.350to	\$1.399	3.5%	\$2.850to	\$2.899	18.5%
\$1.400to	\$1.449	4.0%	\$2.900to	\$2.949	19.0%
\$1.450to	\$1.499	4.5%	\$2.950to	\$2.999	19.5%
\$1.500to	\$1.549	5.0%	\$3.000to	\$3.049	20.0%
\$1.550to	\$1.599	5.5%	\$3.050to	\$3.099	20.5%
\$1.600to	\$1.649	6.0%	\$3.100to	\$3.149	21.0%
\$1.650to	\$1.699	6.5%	\$3.150to	\$3.199	21.5%
\$1.700to	\$1.749	7.0%	\$3.200to	\$3.249	22.0%
\$1.750to	\$1.799	7.5%	\$3.250to	\$3.299	22.5%
\$1.800to	\$1.849	8.0%	\$3.300to	\$3.349	23.0%
\$1.850to	\$1.899	8.5%	\$3.350to	\$3.399	23.5%
\$1.900to	\$1.949	9.0%	\$3.400to	\$3.449	24.0%
\$1.950to	\$1.999	9.5%	\$3.450to	\$3.499	24.5%
\$2.000to	\$2.049	10.0%	\$3.500to	\$3.549	25.0%
\$2.050to	\$2.099	10.5%	\$3.550to	\$3.599	25.5%
\$2.100to	\$2.149	11.0%	\$3.600to	\$3.649	26.0%
\$2.150to	\$2.199	11.5%	\$3.650to	\$3.699	26.5%
\$2.200to	\$2.249	12.0%	\$3.700to	\$3.749	27.0%
\$2.250to	\$2.299	12.5%	\$3.750to	\$3.799	27.5%
\$2.300to	\$2.349	13.0%	\$3.800to	\$3.849	28.0%
\$2.350to	\$2.399	13.5%	\$3.850to	\$3.899	28.5%
\$2.400to	\$2.449	14.0%	\$3.900to	\$3.949	29.0%
\$2.450to	\$2.499	14.5%	\$3.950to	\$3.999	29.5%
\$2.500to	\$2.549	15.0%	\$4.000to	\$4.049	30.0%

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Item 610: IMPRACTICABLE OPERATIONS

Nothing in this tariff, or as amended, or in tariffs governed by this tariff, shall be construed as making it binding upon this carrier to accept freight from or make delivery to locations to

which it is impracticable to operate vehicles because of conditions of alleys or streets or because of riots or strikes.

Item 620: LIMITATION OF SIZE AND WEIGHT

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities.

Item 635: MINIMUMS / MILEAGE RATES / TRANSPORTATION CHARGES (Assessed per vehicle/commodity transported.)

The minimum road haul transportation charge for each commodity described in item 575 of this tariff that is transported shall be calculated using the following:

ORINATION CHARGE: \$100.00 for each commodity described in item 575 of this tariff.

***PLUS**

LOADING AND UNLOADING OF FREIGHT

(a) Rates contained in this Tariff, or as amended, do not include loading onto carrier's vehicle. Commodities tendered for loading shall be so situated as to be directly accessible to carrier's vehicle.

(b) Rates contained in this Tariff, or as amended, do not include unloading from carrier's vehicle. Commodities shall be unloaded at the delivery site in such position as to be immediately adjacent to carrier's vehicle. Any further movement of the commodities must be arranged by and paid for by consignee.

(1) When carrier performs the loading and/or unloading of commodities, the charge for this service shall be \$100.00 for each commodity as described in item 575 of this tariff. This fee covers both loading and unloading, and no reduction or prorated charges will be offered if loading is performed but not unloading or if loading is not performed but unloading is performed. Please see sub-item (2) and (3) as follows for other potential related fees.

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Item 635: MINIMUMS / MILEAGE RATES / TRANSPORTATION CHARGES

(Loading and Unloading of Freight - Continued)

(2) When loading and/or unloading of freight can be accomplished only by power winch attached to carrier's vehicle because the vehicle is unable to move under its own power or when a customer requests a vehicle be winch loaded, the charge shall be \$100.00 for each

loading and each unloading. This charge shall be assessed for each commodity as described in item 575 of this tariff. Such charge is in addition to the charges identified in sub-item (1) above.

- (3) If, because of size, weight, location or condition of freight, or any other reason (except breakdown of carrier's own equipment), freight cannot be loaded onto carrier's equipment or unloaded from carrier's equipment by power winch attached to carrier's equipment, consignor and/or consignee must arrange for and pay for additional labor and/or crane or other equipment necessary to accomplish loading and/or unloading.

***PLUS**

MINIMUM / MILEAGE CHARGES – Note: Pricing in columns 2, 3, 4, 5, and 6 applies when two or more vehicles/commodities for the same (single) shipper are picked up at the exact same physical address and delivered to a same (single) consignee at the exact same physical address.

<u>MILES</u>		<u>FLAT RATE (MULTIPLY RATE TIMES # OF VEHICLES):</u>					
Vehicles		1	2	3	4	5	6
1 – 250:	(FLAT)	\$450.00	\$375.00	\$325.00	\$275.00	\$225.00	\$175.00
251 – 500:	(FLAT)	\$525.00	\$475.00	\$425.00	\$375.00	\$325.00	\$275.00
501 – 700:	(FLAT)	\$650.00	\$600.00	\$550.00	\$500.00	\$450.00	\$400.00
701 – 850:	(FLAT)	\$700.00	\$650.00	\$600.00	\$550.00	\$500.00	\$450.00
851 – 1000:	(FLAT)	\$750.00	\$700.00	\$650.00	\$600.00	\$550.00	\$500.00

1001 & OVER: NO FLAT CHARGE. FEES BASED ON MILEAGE FEE CALCULATED ON ALL MILES AT THE APPLICABLE RATE PER MILE FOR EACH VEHICLE (COMMODITY) TRANSPORTED (subject to relative provisions of this item):

<u>MILES</u>		<u>CENTS PER ONE-WAY MILE (MULTIPLY RATE TIMES # OF VEHICLES):</u>					
Number Vehicles		1	2	3	4	5	6
1001 – 1300:		\$0.75	\$0.70	\$0.65	\$0.60	\$0.55	\$0.50
1301 – 1600:		\$0.71	\$0.67	\$0.62	\$0.57	\$0.52	\$0.47
1601 – 1800:		\$0.68	\$0.63	\$0.58	\$0.53	\$0.48	\$0.43
1801 – 2000:		\$0.66	\$0.61	\$0.56	\$0.51	\$0.46	\$0.41
2001 – 2200:		\$0.64	\$0.59	\$0.54	\$0.49	\$0.44	\$0.39
2201 – 2499:		\$0.62	\$0.58	\$0.53	\$0.48	\$0.43	\$0.38
2500 & OVER::		\$0.60	\$0.57	\$0.52	\$0.47	\$0.42	\$0.37

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Item 635: MINIMUMS / MILEAGE RATES / TRANSPORTATION CHARGES
(Continued)

EXCEPTIONS TO MINIMUM / MILEAGE CHARGES

1. WEST TEXAS ZONE (ZIPS 768-769, 795-799) TO/FROM COLORADO (ZIPS 804, 810-816): FLAT RATE OF \$1340. WEST TEXAS ZONE (ZIPS 768-769, 795-799) TO/FROM ALL OTHER COLORADO ZIPS (800-803, 805-809): FLAT RATE OF \$1240.
2. TEXAS PANHANDLE ZONE (ZIPS 790-796) TO/FROM COLORADO (ZIPS 804, 810-816): FLAT RATE OF \$1140. TEXAS PANHANDLE ZONE (ZIPS 790-796) TO/FROM ALL OTHER COLORADO ZIPS (800-803, 805-809): FLAT RATE OF \$1040.
3. DFW TEXAS AREA ZONE (760-763, 766-767, 750-757) TO/FROM COLORADO (ZIPS 804, 810-816): FLAT RATE OF \$1240. DFW TEXAS AREA ZONE (760-763, 766-767, 750-757) TO/FROM ALL OTHER COLORADO ZIPS (800-803, 805-809): FLAT RATE OF \$1140.
4. SOUTH TEXAS ZONE (ZIPS 779-785, 788) TO/FROM COLORADO (ZIPS 804, 810-816): FLAT RATE OF \$1540. SOUTH TEXAS ZONE (ZIPS 779-785, 788) TO/FROM ALL OTHER COLORADO ZIPS (800-803, 805-809): FLAT RATE OF \$1440.
5. HOUSTON ZONE (ZIPS 770-778, 786-787,789, 758-759, 765) TO/FROM COLORADO (ZIPS 804, 810-816): FLAT RATE OF \$1340. HOUSTON ZONE (ZIPS 770-778, 786-787,789, 758-759, 765) TO/FROM ALL OTHER COLORADO ZIPS (800-803, 805-809): FLAT RATE OF \$1240.

UPCHARGES (GEOGRAPHIC)

NOTE: TWO GEOGRAPHIC UPCHARGES MAXIMUM. WHERE MORE THAN TWO WOULD APPLY, THE HIGHEST TWO UPCHARGES WILL BE USED.

1. Origin or destination in OR (ZIPS 970-975), LA, WA (ZIPS 980-986), NM, WV, MS, AL, KY, SC, NC, TN or MN (ZIPS: 550-551, 553-555, 559-563): 1-1000 miles= +\$50, 1001-2300 miles= +\$75 and 2301 miles and up= +\$100.
2. Origin / destination New York City area (ZIPS 100 -104, 111- 114, 116, 11004, 11005): + \$350
3. Origin or destination in Long Island area (ZIPS 11001 - 11003, 11010, 11020 - 11027, 11030, 11040 - 11044, 11050 - 11055, 11096, 11099, 115, 117-119): + \$150.
4. Origin or destination in AZ, UT or NV and total mileage of 1300 miles and up add \$50.

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Item 635: MINIMUMS / MILEAGE RATES / TRANSPORTATION CHARGES

(Continued)

4. Moves with mileage from 300 to 649 miles between the below listed states add \$100 and moves with mileage from 650 miles and up between the below listed states add \$200:

Alabama- MN, MT NE, IA, WI, IL, IN, MI, MO, WY, ND & SD
Arkansas- MN, MT NE, IA, CO, WY, WI, IL, UT, IL, MI, MO, ND & SD
Colorado- AR, MT TX, ND, SD & NM
Florida (323-325) - MN, MT NE, IA, WI, IL, IN, MO, ND & SD
Illinois- MS, MT AL, FL(323-325), AR, LA
Indiana- MS, MT AL, FL(323-325), AR, LA
Iowa- MS, MT AL, FL(323-325), AR, LA, TX, KS, NM & MO
Kansas- MS, MT AL, FL(323-325), MN, IA, AR, LA, WY, TX, WI, ND & SD, OK
Louisiana- MN, MT NE, IA, CO, OK, WY, KS, WI, IL, MO, MI, IN, SD & ND
Michigan- MS, AL, FL(323-325), AR, LA
Minnesota- MS, AL, FL(323-325), AR, LA, TX, KS, NM & MO
Mississippi- MN, MT NE, IA, WI, IL, IN, MI, WY, MO, ND & SD
Missouri- MS, MT AL, FL(323-325), AR, LA
Montana- MS, AL, FL(323-325), NE, IA, CO, OK, AR, LA, TX, KS, NM, IL, IN, UT, MO
Nebraska- MS, MT AL, FL(323-325), AR, LA, TX, KS, NM & MO
New Mexico- MN, MT NE, IA, CO, WY, WI, UT, ND & SD
Oklahoma- MS, MT AL, FL(323-325), MN, NE, IA, LA, WY, WI, ND & SD, TX, KS
North Dakota- MS, AL, FL(323-325), NE, IA, CO, OK, AR, LA, TX, KS, NM, IL, IN, UT, MO
South Dakota- MS, AL, FL(323-325), NE, IA, CO, OK, AR, LA, TX, KS, NM, IL, IN, UT, MO
Texas- MN, NE, IA, CO, WY, KS, WI, UT, ND & SD, OK
Utah- AR, TX, MT NM, ND & SD
Wyoming- MS, AL, FL(323-325), LA, AR, TX & NM
Wisconsin- MS, AL, FL(323-325), OK, AR, LA

5. Origin or Destination in the following ZIP coded portions of states are subject a \$250 charge for transports between 1-1500 miles and a \$300 charge for transports of 1501 miles and up. If both an origin and a destination involve one of the below, then two charges as defined herein will be added together and applied as a single upcharge:
- Colorado**-804 [Except these 804 towns: Golden, Evergreen and Morrison] , 811-816.
Florida Keys- 33001, 33036, 33037, 33040, 33041, 33042, 33043, 33045, 33050, 33051, 33052, 33070. **Idaho**-All (832-838). **Maine**- 044, 046, 047. **Michigan**- 498, 499, 497, 496, 486, 487. **Minnesota**- 565, 564, 556-558, 566, 567. **Montana**-All (590-599).
New Hampshire- 035, 037, 038. **North Dakota**-All (580-588). **Oregon**- 976, 977, 978, 979. **South Dakota**-All (570-577). **Texas**- 788, 780, 779, 783-785. **Vermont**- 059, 058, 056, 054. **Washington**- 988, 993, 994, 990-992. **Wisconsin**- 548, 544, 545, 541-543.
Wyoming- 829-831, 825, 826, 827, 828, 824, 821.

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Item 635: MINIMUMS / MILEAGE RATES / TRANSPORTATION CHARGES

(Concluded)

UPCHARGES (VEHICLE / AFFIXED ACCESSORIES)

Larger Cars 19' through 20': \$100
Larger Cars Over 20' through 22': \$400
Larger Cars Over 22': Quoted Price (Requires Separate Contract)
Mini Vans: \$300
Full-Size Vans: Quoted Price (Requires Separate Contract)

Small/standard SUV's and Light Pickup Trucks: Defined as SUV's with characteristics under those established below that define Large SUV's and Full-Size Pickup Trucks: \$100

Customized / Large SUV's, Full-Size Pickup Trucks, or other vehicles with any of the dimensions that follow: \$300 (Exceeding the range of any one of the below dimensions will require a separate contract and introduces the possibility that the vehicle may not be transported.)

190" long to 250" long
or
73" high to 100" high
or
75" wide to 86.3" wide
or
6000 lbs. to 7000 lbs.

Affixed Accessories: Quoted Price (Requires Separate Contract) Applies when any affixed accessory changes the vehicle's stock configuration. Such items include, but are not limited to items such as Roll Bars, Lift Kits, Overhead Light Bars, Taller than OEM Tires, and/or Raised Roof Vans.

Dual Wheels: Cannot Transport

Topper (Bed) Shell on Full-Size Pickup: \$200 (Shell Only. Must be Empty-No Contents. No Campers.)

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Item 640: ORDER NOTIFY SHIPMENTS

Shipments consigned "To The Order Of" or "Order Notify" will be accepted.

Item 650: PERFORMANCE OF SERVICE / GUARANTEE

All standard service time quotations are good faith estimates. FedEx Custom Critical Passport Auto Transport, Inc. will use its commercially reasonable efforts to keep quoted service ETA's. A guaranteed pickup and/or delivery "by" day option is available, and will be offered on a case by case basis at FedEx Custom Critical Passport Auto Transport, Inc.'s sole discretion. The fee for each guaranteed pickup or delivery is \$500.00. A day is defined as by a defined "calendar" day, with pickup day based on pickup location time zone and delivery day based upon delivery location time zone. While specific "time of day" pickup and/or delivery requests will be accepted, performance of service as contemplated herein will be deemed satisfied if pickup and/or delivery occurs on or by the day requested versus the specific time of day for a particular day. Only when a service failure is a direct result of the negligent acts or omissions of FedEx Custom Critical Passport Auto Transport, Inc. or any of its personnel, a 100% refund of the Guaranteed fee paid will be given as follows: For each paid guaranteed pickup fee a refund will be given should FedEx Custom Critical Passport Auto Transport, Inc. fail to pickup by the day scheduled. For each paid guaranteed delivery fee a refund will be given should FedEx Custom Critical Passport Auto Transport, Inc. fail to deliver by the day scheduled. No refund for a guaranteed pickup or guaranteed delivery will be given for service failures resulting from Force Majeure type events or circumstances beyond the direct and exclusive ability of FedEx Custom Critical Passport Auto Transport, Inc. to control. This Guarantee constitutes the sole and exclusive remedy for a service failure for services performed directly by FedEx Custom Critical Passport Auto Transport, Inc.

Item 660: PICKUP / DELIVERY – AIRPORTS, PIERS, DOCKS, MISC.

Shipments requiring pickup and/or delivery service involving piers, docks, pier terminals, transit sheds, wharves, to air and/or seaports, including airports (excluding shipments to or from a container warehouse), the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100.00 minimum. Detention will be applied normally. This fee is in addition to any and all other fees, including but not limited to, any applicable Geographic Upcharges as shown in Item 635 of this tariff.

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FDCP 101-C FEDEX CUSTOM CRITICAL PASSPORT AUTO TRANSPORT, INC. Original Page 25**Item 670: RECONSIGNMENT OR DIVERSION**

Shipments may be diverted or reconsigned upon instructions from the shipper, consignee or owner, and carrier's applicable prevailing tariff mileage rates from point of original

destination to reconsignment destination will be applied and added to the original shipment mileage charges.

Item 680: REDELIVERY

When delivery is attempted in accordance with agreed upon terms and through no fault of the carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given per Item 580 of this tariff, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not carriers vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$35.00 shall be assessed.

Item 690: RETURN LOAD (ROUND-TRIP) SHIPMENTS-Other than rejected or damaged shipments

No discounts exist. Any return leg will be charged at full rate and treated as any other origin to destination shipment.

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Item 700: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused), rejected or damaged, carrier will return such shipments or portions thereof upon request of the shipper or owner back to

the original point of origin and charges will be assessed at the rates applicable for the number of vehicles/commodities being transported as provided for in item 635 herein with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 710: SPECIAL PERMITS OR FEES

Any shipment-specific fees paid to any Federal, State or Municipal Government or Authority, or any subdivision thereof, for special permits as may be required in connection with a movement will be added to any transportation charges at a cost plus 30% of such cost.

Item 715: STORAGE AND SECONDARY DELIVERY FEES

When delivery is attempted in accordance with agreed upon terms and through no fault of the carrier such delivery cannot be accomplished, carrier, at its sole discretion, may elect to utilize the services of a warehouse/storage facility and/or the use of a third party service provider to make actual final delivery. In such cases or when carrier is instructed to make such storage and/or secondary delivery arrangements, carrier shall be entitled to reimbursement for any fees associated with any warehousing and/or storage, related in-out fees, access fees, and any fees associated with delivery services secured by carrier to effect final delivery. The fee for performing this service shall be the sum of related costs times 30%. Such fees will be in addition to any fees associated with the original agreed upon transportation service as well as any applicable accessorial services contained in this tariff.

Item 720: VEHICLE RELOCATION CHARGES

Any such fees will be included in the negotiated price, and may or may not be available as an itemized, separate line item on an invoice.

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EFFECTIVE 12 / 18 / 2006

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Item 730: STOP-OFF IN TRANSIT: LOADING / UNLOADING

- (a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading.
- (b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).

(c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. The charge shall be \$100.00 per stop.

NOTE: When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points. Mileage shall be computed as provided for in Item 520 (Computation of Mileage). When the carrier performs stop-off service involving two or more stops within the limits of the same city, town, compound, distribution center or plant, the applicable mileage between each such stop shall be 10 miles and shall be in addition to the charge provided in Paragraph (c) herein.

Item 735: Terms and Conditions of Payment

(a) Type of payment must be identified at time of original request for service, with payment in full due no later than upon completion of delivery. **The following forms of payment are accepted at pickup or delivery:**

- 1) Cash (U.S. Currency Only)
- 2) Cashiers Check
- 3) Certified Bank Check
- 4) Money Order
- 5) Personal Check (Requires pre-approval)
- 6) Corporate Check (Requires pre-approval)
- 7) Major Credit Card: American Express, MasterCard, Visa (Requires pre-approval)

Note: All credit cards are to be called into FedEx Custom Critical Passport Auto Transport, Inc. headquarters for approval. Drivers are not empowered nor equipped to authorize credit card or personal check or corporate check payments.

(Concluded on following page)

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Item 735: Terms and Conditions of Payment

(Concluded)

(b) Type of payment must be identified at time of original request for service, with payment in full due no later than upon completion of delivery. **The following forms of payment are accepted other than at pickup or delivery:**

- 1) Pre-approved “in-house” charge accounts. Extended at FedEx Custom Critical Passport Auto Transport, Inc.’s sole discretion, and is predicated upon customer having established credit with FedEx Custom Critical Passport Auto Transport, Inc.. Credit terms for in-house charge accounts are a maximum of thirty (30) days. Discounts are not offered for accelerated payments.
- 2) Major Credit Card: American Express, MasterCard, Visa. A credit card number is given to FedEx Custom Critical Passport Auto Transport, Inc. by the customer at the time an order is booked. The card is “run” by FedEx Custom Critical Passport Auto Transport, Inc. upon confirmation from the FedEx Custom Critical Passport Auto Transport, Inc. driver that the shipment has been loaded.
- 3) Prepayment. Prepayment can be made by Cash (U.S. Currency only), Personal Check, Corporate Check, Cashier’s Check or Money Order. Personal and/or Corporate Checks require pre-approval.
- 4) Wire Transfer. Arrangements for payment by Wire Transfer will be arranged on an individual shipment basis and as directed by FedEx Custom Critical Passport Auto Transport, Inc..

Item 740: TYPE OF EQUIPMENT (Specialized)

Carrier will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment. If the shipper fails to make prior arrangements with the carrier for special equipment, carrier reserves the right to refuse such shipment and the charges named in Item 720 (Vehicle Relocation Charges) and Item 750 (Vehicle Furnished But Not Used) will apply. Shipper may however, at shipper’s own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media.

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Item 750: VEHICLE FURNISHED BUT NOT USED

On orders which are canceled after the driver is already dispatched will be charged a \$350.00 fee for such cancellation.

Item 760: VEHICLE PARTS AND ACCESSORIES – NOT AFFIXED TO VEHICLE

Subject to available load space, carrier, at its sole discretion, may perform the transportation of vehicle parts and accessories which would be handled as follows:

- (a) Automotive parts including, but not limited to, fenders, bumpers, trim (including kits), suspension and other miscellaneous mechanical components, motors, windshields, windows, mirrors, tires, vehicle-specific customized luggage, ornaments, badging or any other original (O.E.M.), aftermarket or replacement parts must be available for direct inspection before loading. Sealed boxes, crates, luggage, or other containerized cargo will not be accepted and loaded until the contents of which has been identified and inspected.
- (b) It is the shipper's responsibility to make arrangements for proper packaging of items (after they have been inspected by carrier) to ensure damage free delivery. Carrier assumes no responsibility or liability of any nature whatsoever for any damage or loss of items transported, and it is the shipper and/or consignee responsibility to secure whatever insurance is deemed appropriate.
- (c) Parts and Accessories must, in some fashion, be specific or otherwise dedicated to the vehicle being transported.
- (d) Carrier performs no warehousing functions, as such, vehicle deliveries and the delivery of vehicle-related parts and accessories, whether to an attended or unattended location, shall be of a live-unload nature. Carrier assumes no responsibility to arrange for or to ensure the security of such parts and accessory deliveries.
- (e) Notification and arrangement for the transport of vehicle parts and accessories must be made prior to carrier's arrival at pickup.
- (f) Fees associated with this transportation service will be as quoted by carrier on an ad-hoc basis and confirmed by written documentation executed by both parties, first by the payor and then by carrier.

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**Item 10000: EXPLANATION OF REFERENCE MARKS FOR STANDARD USE
THROUGHOUT THE TARIFF, AS AMENDED**

Reference Mark / Explanation

~ / No change in rate

- < / Increase
> / Reduction
* / Changes which result in neither increase nor reduction in charges
+ / Addition

Item 10010: EXPLANATION OF ABBREVIATIONS USED IN TARIFF

<u>Abbreviation</u>	/	<u>Explanation</u>
Co.	/	County
Inc.	/	Incorporated
ICC	/	Interstate Commerce Commission
MC	/	Motor Carrier
US DOT	/	United States Dept. of Transportation
STB	/	Surface Transport Board (DOT)
No.(s)	/	Number(s)
Min.	/	Minimum
Sup.	/	Supplement
Twp.	/	Township
Wt.	/	Weight
FDCP	/	FedEx Custom Critical Passport Auto Transport, Inc. Carrier SCAC

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