

Original Title Page

ROYAL HAWAIIAN EXPRESS, INC.

DOCKET MC-239273

LOCAL FREIGHT TARIFF ICC RHIE 200

NAMING

COMMODITY RATES, RULES AND REGULATIONS

OVER IRREGULAR ROUTES

TRANSPORTING

GENERAL COMMODITIES
(Excluding Hazardous Materials, Household Goods
and Commodities in Bulk)

BETWEEN

POINTS IN THE
UNITED STATES
(Except Alaska and Hawaii)

FOR GOVERNING PUBLICATIONS, SEE ITEM NO. 100.

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, USED BUT NOT SHOWN HEREON, SEE LAST PAGE.

ISSUED: March 22, 1991

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CORRECTION NO.

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ISSUED BY: ROD MOORE, ISSUING OFFICER
13827 CARMENITA RD. UNIT E
SANTA FE SPRINGS, CA 90670

LOCAL FREIGHT TARIFF ICC RHIE 200

CHECK SHEET

All of the pages contained herein, are listed consecutively by number and revision number. All of the pages and any applicable supplements, listed on this page, bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the revision column indicates an Original Page.

PAGE NO.	REVISION NO.	PAGE NO.	REVISION NO.	PAGE NO.	REVISION NO.	PAGE NO.	REVISION NO.
Title	0	3	0	6	0	9	0
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2	0	5	0	8	0		

EFFECTIVE SUPPLEMENTS

NONE

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GENERAL APPLICATION GOVERNING PUBLICATIONS	ITEM NO.
Except as otherwise provided, this Tariff is governed by:	
(1) The Household Goods Carriers Bureau Mileage Guide, ICC HGB 100 Series, issued by Household Goods Carriers Bureau, Inc., Agent, including supplements thereto and reissues thereof.	100
OPERATING AUTHORITY	
ROYAL HAWAIIAN EXPRESS, INC. is authorized under I.C.C. Decision No. MC-239273 to transport in Interstate or Foreign Commerce, over irregular routes, as a Motor Common Carrier, as follows:	
COMMODITIES: General Commodities (Except Hazardous Materials, Household Goods and Commodities in Bulk).	105
BETWEEN: Points in the United States (Except Alaska and Hawaii).	

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LOCAL FREIGHT TARIFF ICC RHIE 200

SECTION 1	ITEM NO.
<p style="text-align: center;"><u>RULES AND REGULATIONS</u> <u>APPLICATION OF RATES</u></p> <p>(A) Rates provided in this Tariff are for the transportation of authorized shipments (See Item No. 105), from point of origin to point of destination. Shipments shall be loaded by the Shipper and unloaded by the Consignee.</p> <p>(B) Pickup and delivery services will be performed at all points within the limits of the cities, towns or villages from, to or between which rates apply.</p>	160
<p style="text-align: center;"><u>CANCELLING ORIGINAL AND REVISED PAGES EXCEPT THE TITLE PAGE</u></p> <p>Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any uncanceled revised or original pages which bear the same page number.</p>	382
<p>FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, USED BUT NOT SHOWN HEREON, SEE LAST PAGE.</p>	
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LOCAL FREIGHT TARIFF ICC RHIE 200

SECTION 1 RULES AND REGULATIONS (Continued) CLAIMS - LOSS AND DAMAGE - INVESTIGATION OF	ITEM NO.
<p>(A) Prompt investigation required: Each claim filed against a Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.</p> <p>(B) Supporting Documents: When a necessary part of an investigation, each claim shall be supported by the original Bill of Lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowances, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the Consignee shown on the Bill of Lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the Carrier shall before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.</p> <p>(C) Verification of Loss: When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the Carrier shall obtain from the Consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.</p>	407
<p style="text-align: center;"><u>CLAIMS - LOSS AND DAMAGE - DISPOSITION OF</u></p> <p>Each Carrier having received a written claim for loss, damage, injury, contamination, or delay to property transported shall 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 shall 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 shall retain a copy of such advice to the claimant in its claim file thereof.</p>	408
<p style="text-align: center;"><u>CLAIMS - LOSS AND DAMAGE - PROCESSING OF SALVAGE</u></p> <p>(A) Whenever property transported by a Carrier subject to the provisions herein contained is damaged or contaminated or alleged to be damaged or contaminated 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, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier shall 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 shall 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 shall 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.</p> <p>(B) Whenever disposition of salvage property is made directly to an agent or employee 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 shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.</p> <p>(C) Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the Carrier shall record in 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.</p>	409
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SECTION 1	ITEM NO.
<p style="text-align: center;">RULES AND REGULATIONS (Continued)</p> <p style="text-align: center;">CLAIMS - LOSS AND DAMAGE - FILING OF</p> <p>(A) Claims In Writing Required: A Claim for loss, damage, injury, contamination, or delay to cargo shall not be voluntarily paid by Carrier unless filed in writing, as provided in paragraph (B) below, with the receiving or delivering Carrier, or Carrier issuing the Bill of Lading, or Carrier on whose line the alleged loss, damage, injury, contamination, or delay occurred, 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 provisions herein applicable thereto.</p> <p>(B) Minimum Filing Requirements: A communication in writing from a claimant, filed with a proper Carrier within the time limits specified in the Bill of Lading or Contract of Carriage or transportation, and (I) containing facts sufficient to identify the shipment(s) of property involved, (II) asserting liability for alleged loss, damage, injury, contamination, or delay, and (III) making claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or other contract of carriage.</p> <p>(C) Documents Not Constituting Claims: Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by Carriers or their inspection agencies, whether the extent of loss, contamination, or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by Carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (B) above.</p> <p>(D) Claims Filed For Uncertain Amounts: Whenever a claim is presented against a proper Carrier for an uncertain amount, such as "\$100 more or less," the Carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss, contamination or damage for which it may be responsible. Carrier shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of paragraph (B) above.</p> <p>(E) 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 shall 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, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.</p>	410
<p style="text-align: center;">CLAIMS - LOSS AND DAMAGE - ACKNOWLEDGEMENT OF</p> <p>(A) Each Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these Rules and 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 shall have paid or declined such claim in writing within 30 days of the receipt thereof. The Carrier shall indicate in its acknowledgement to the Claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.</p> <p>(B) The Carrier shall 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 acknowledgement of receipt. At the time such claim is received the Carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the Carrier's written acknowledgement or receipt to the claimant. The Carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless the Carrier has established an orderly and consistent internal procedure for assuring (a) that all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim; (b) that all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and (c) that such procedures prevent the duplicate or otherwise unlawful payment of claims.</p>	411
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SECTION 1	RULES AND REGULATIONS	ITEM NO.
CLAIMS - LOSS AND DAMAGE - VALUATION		
<p>In the event of any loss, damage or delay to or in connection of goods exceeding in actual value of \$500.00 per package, lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$500.00 per package or per customary freight unit, as the case may be, and the Carrier's liability, if any, shall be determined on the basis of a value of \$500.00 per package or per customary freight unit, unless the nature of a higher value shall be declared by the Shipper in writing before shipment and inserted in this Bill of Lading.</p> <p>In the event of a higher value is declared by the Shipper in writing and inserted in this Bill of Lading and extra freight paid thereof is required, the Carrier's liability, if any, for loss, damage or delay to or in connection with the goods shall be determined on the basis of such declared value and prorate of such declared value in the case of partial loss or damage provided such declared value does not exceed the actual value of the goods. In the event of any loss, damage or delay to or in connection with the goods of a value of \$500.00 or less than \$500.00 per package, lawful money of the United States or in case of goods not shipped in packages per customary shipping freight unit, the Carrier's liability, if any, shall be limited to the invoice value of the goods unless otherwise stated herein, on which basis the rate or freight is adjusted. It is not intended that such invoice shall be an agreed valuation and it is agreed that in no event shall this clause operate to increase the extent of the Carrier's liability beyond the market value if that be less than invoice value.</p> <p>It is understood that the meaning of the word "Package" means pieces or articles shipped as one unit.</p> <p>In no event shall the Carrier be liable for more than the loss or damage actually sustained. The Carrier shall have the option of replacing any lost goods and of replacing or repairing any damaged goods.</p> <p>FRAGILE ARTICLES Carrier will not be liable for loss or damage to articles of a fragile nature unless said articles are securely packed and plainly marked designating the fragile character of the contents.</p>		412
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LOCAL FREIGHT TARIFF ICC RHIE 200

SECTION 1	ITEM NO.
<p align="center"><u>RULES AND REGULATIONS (Continued)</u></p> <p align="center"><u>DISTANCES - COMPUTATION OF</u></p> <p>Distances to be used in connection with Distance Rates named herein shall be the shortest resulting mileages via any public highway route computed in accordance with the method provided in the Mileage Guide as specified in Item No. 100.</p>	511
<p align="center"><u>FRACTIONS, DISPOSITION OF</u></p> <p>In computing freight charges or distances, all fractions must be retained at their full value until the final result is obtained, and then all remaining fractions will be disposed of in the following manner:</p> <p>(1) Fractions of less than one-half cent or mile, omit. (2) Fractions of one-half cent or mile, or greater, increase to the next whole cent or mile.</p>	565
<p align="center"><u>IMPRACTICAL OPERATIONS</u></p> <p>Nothing in this Tariff shall be construed as making it binding on Carrier to pickup and/or deliver shipments at locations from, or to which it is impractical to operate Carriers equipment on account of conditions of highways, streets or other passageways.</p>	570
<p align="center"><u>RECONSIGNMENT OR DIVERSION</u></p> <p>(A) Conditions:</p> <p>(1) Request for reconsignment must be made or confirmed in writing and the Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. (2) The Carrier will make a diligent effort to execute a request for consignment and will not be responsible if such service is not effected. (3) A shipment once tendered for delivery shall not be considered to be diverted or reconsigned. (4) An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid unless, and until, the original bill of lading is surrendered for cancellation, endorsed or exchanged. (5) Only entire shipments, not portions, may be reconsigned. (6) All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.</p> <p>(B) Charges: The charge for diversion or reconsignment of a shipment shall be computed by applying the applicable rate from point of origin to ultimate destination via the point of diversion, subject to a service charge of \$10.00 per diversion or reconsignment.</p>	820
<p align="center"><u>RETURNED, UNDELIVERED SHIPMENTS</u></p> <p>Shipments refused by Consignee will be returned to Shipper at the applicable outbound rate.</p>	860
<p align="center"><u>SERVICES</u></p> <p>The Carrier does not agree to transport shipments on any particular truck nor in time for any particular market and will not be responsible for loss or damage occasioned by unavoidable delay, but does agree to use all possible diligence in transporting all shipments.</p>	882
<p align="center"><u>SPECIAL SERVICES-ACCESSORIAL</u></p> <p>When at the request of the Shipper or Consignee, Carrier performs additional services such as stacking, sorting, providing additional helpers, or any other service not authorized under the rates named in this Tariff, there shall be a charge per man of \$30.00 per hour or fraction thereof in addition to the otherwise applicable charge.</p>	890
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SECTION 1	RULES AND REGULATIONS (Continued)	ITEM NO.
<u>STOP IN TRANSIT FOR PARTIAL LOADING AND/OR UNLOADING</u>		
Except as otherwise provided in individual rate items in this Tariff, prepaid shipments may be stopped in transit to partial loading and/or unloading subject to the following conditions:		
<p>(1) The bill of lading and shipping order shall show in the space therefore the name of only one consignee and one delivery address.</p> <p>(2) The name of places or addresses at which vehicle is to be stopped for partial loading and/or unloading shall be shown either in the body of the bill of lading and shipping order or in a separate paper which shall be issued with and be considered as a part of the shipping documents.</p> <p>(3) Except as otherwise provided in individual rate items, the charge for each additional stop, exclusive of initial pick-up or final delivery, shall be \$50.00.</p> <p>(4) The applicable rate is the rate from point of origin to the final destination for the total weight picked up, except that when the rate from original point of origin to any stop-off point is higher, the rate resulting in the higher charge will be applied.</p> <p>(5) If the mileage from origin to destination via stop-off point, or points, exceeds 110 percent of the mileage over the shortest route from origin to destination, the mileage in excess of 110 percent will be charged for at the rate of 106 cents per mile, which charge shall be in addition to all other applicable charges assessed against the shipment. Mileage to be determined in accordance with Mileage Guide as specified in Item No. 100.</p>		900
<u>VARYING MILEAGE RATE</u>		
When the charges accruing on a shipment based upon a mileage exceeds the charges computed upon a rate based upon a greater mileage, the latter shall apply.		982
<u>VEHICLE FURNISHED BUT NOT USED</u>		
When an order for equipment is placed by the Consignee or Consignor and such order is subsequently cancelled or postponed, the following will apply:		
<p>(1) If the cancellation or postponement is received by the Carrier before the equipment ordered leaves its terminal, there will be no charge.</p> <p>(2) If the cancellation or postponement is received by the Carrier after the equipment so ordered leaves its terminal and due to no disability, fault or negligence on the part of the Carrier, the equipment is not used; a charge of \$175.00 per day or fraction thereof, per vehicle, will be assessed against the party making such request.</p>		985
<u>WEIGHTS - GROSS WEIGHT</u>		
Charges shall be assessed on the gross weight of the shipment. No allowance shall be made for the weight of pallets.		995
<u>WEIGHTS - MAXIMUM SIZE AND WEIGHT</u>		
The obligation to accept articles for shipment shall be subject to capacity, type of vehicles, facilities, equipment and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles and facilities.		996
<u>WEIGHTS - VARYING MINIMUM WEIGHT</u>		
When the charges accruing on a shipment based upon actual weight exceeds the charges computed upon a rate based upon a greater minimum weight, the latter shall apply.		997
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LOCAL FREIGHT TARIFF ICC RHIE 200

SECTION 2	MILEAGE COMMODITY RATES (In Dollars and Cents Per Mile)	ITEM NO.																																																						
<p>COMMODITIES: General Commodities (Excluding Hazardous Materials, Household Goods and Commodities in Bulk)</p> <p>BETWEEN: Points in the United States (Excluding AK and HI)</p> <p>RATE: \$2.00 per mile, subject to a minimum charge for 500 miles.</p>		2000																																																						
<p><u>EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS</u></p> <table><tbody><tr><td>AVE.-----</td><td>Avenue</td><td>* - Denotes Addition Or New Item</td></tr><tr><td>CA./ Calif. -----</td><td>California</td><td>⬆ - Denotes Increase</td></tr><tr><td>CHG. -----</td><td>Charge</td><td>⬇ - Denotes Reduction</td></tr><tr><td>CO. -----</td><td>Company or Colorado</td><td>● - Denotes No Change In Rates</td></tr><tr><td>d/b/a -----</td><td>Doing Business As</td><td>▲ - Denotes change in wording which results in neither increase nor reduction in charges</td></tr><tr><td>I.C.C./ICC -----</td><td>Interstate Commerce Commission</td><td>[] - Denotes Reissued Matter</td></tr><tr><td>INC. -----</td><td>Incorporated</td><td>\$ - Denotes United States Dollar(s)</td></tr><tr><td>LB.(S) -----</td><td>Pound (S)</td><td>& - Denotes And</td></tr><tr><td>MIN. -----</td><td>Minimum</td><td>/ - Denotes And/or</td></tr><tr><td>NO.(S) -----</td><td>Number(s)</td><td>% - Denotes Percent</td></tr><tr><td>NOS or NOI -----</td><td>Not otherwise more specifically described</td><td></td></tr><tr><td>NY. -----</td><td>New York</td><td></td></tr><tr><td>P.O. -----</td><td>Post Office</td><td></td></tr><tr><td>RD. -----</td><td>Road</td><td></td></tr><tr><td>ST. -----</td><td>Street</td><td></td></tr><tr><td>UT. -----</td><td>Utah</td><td></td></tr><tr><td>VIZ. -----</td><td>Namely</td><td></td></tr><tr><td>WT. -----</td><td>Weight</td><td></td></tr></tbody></table>		AVE.-----	Avenue	* - Denotes Addition Or New Item	CA./ Calif. -----	California	⬆ - Denotes Increase	CHG. -----	Charge	⬇ - Denotes Reduction	CO. -----	Company or Colorado	● - Denotes No Change In Rates	d/b/a -----	Doing Business As	▲ - Denotes change in wording which results in neither increase nor reduction in charges	I.C.C./ICC -----	Interstate Commerce Commission	[] - Denotes Reissued Matter	INC. -----	Incorporated	\$ - Denotes United States Dollar(s)	LB.(S) -----	Pound (S)	& - Denotes And	MIN. -----	Minimum	/ - Denotes And/or	NO.(S) -----	Number(s)	% - Denotes Percent	NOS or NOI -----	Not otherwise more specifically described		NY. -----	New York		P.O. -----	Post Office		RD. -----	Road		ST. -----	Street		UT. -----	Utah		VIZ. -----	Namely		WT. -----	Weight		10000
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