

PROGRESSIVE RAIL INC.

SUPPLEMENT 1 TO FREIGHT TARIFF PGR 8000-A

NAMING
RULES, CHARGES AND REGULATIONS
GOVERNING SWITCHING
ALSO
MISCELLANEOUS RULES AND CHARGES
FROM, TO, AND WITHIN
THE STATIONS
IN MINNESOTA
OPERATED BY
AND FOR ACCOUNT
PROGRESSIVE RAIL INC.

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: June 29, 2007

EFFECTIVE: July 19, 2007

ISSUED BY

D. J. Fellon, President
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SUPPLEMENT 1 TO FT PGR 8000-A

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		ITEM 60 METHOD OF CANCELLING ITEMS As this tariff is supplemented, numbered items with lettered suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with A. For example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement, which in turn cancelled Item 200.	

For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</p>
<p>ITEM 100</p> <p align="center">LIMITATIONS</p> <p>All cars delivered to PGR are received only upon the condition that there is room for them upon the tracks to which they are consigned, and the cars are subject to delays incident in switching and unavoidable causes.</p> <p>Cars with bulged sides, excessive dimensions, or leaning cars that can not be placed where consigned because of sharp curves or danger of striking structures, will be placed upon the nearest acceptable track for loading and/or unloading.</p>	<p>ITEM 140</p> <p align="center">RELEASE OF OPEN TOP LOADS</p> <p>Customers must arrange with PGR an inspection of shiftable open top loads prior to their release.</p>
<p>ITEM 110-A</p> <p align="center">COLLECTION OF CHARGES</p> <p>All charges are due in US currency within 15 days of invoice date. All invoices are subject to a 1.5% per month finance charge if unpaid within 30 days from the date of invoice. In the event of a dispute, shippers will provide written notice within 30 days from the date of the bill, specifying the bill number and the basis for the dispute. Customers responsible for original charges will also be responsible for all additional collection costs, including attorney fees and court costs, if PGR is required to collect in this manner. PGR may at its sole discretion require prepayment of services.</p> <p>Customers may remit charges to PGR via electronic methods; however customer shall bear all related charges assessed by financial institutions. Electronic remittances shall be made in conformance with instructions provided by PGR. [A]</p> <p>Customers will be assessed a \$30.00 service charge or the maximum allowed by law on all checks returned unpaid by customer's financial institution for non-sufficient or uncollected funds. Additionally interest charges, as described in this item, will be assessed if returned check results in charges collected by PGR outside of credit terms. [A]</p>	<p>ITEM 150</p> <p align="center">CARS ORDERED BUT NOT USED</p> <p>When, on behalf of a customer, PGR orders a car from a foreign carrier for loading and customer refuses or rejects the car for reasons other than car is unfit for loading, a charge equal to the supplying carrier's car cancellation charge will be assessed to the party ordering the car from PGR.</p>
<p>ITEM 120</p> <p align="center">PRIVATE CARS SHIPPED WITH PGR PRICE AUTHORITY</p> <p>When loaded or empty private cars are shipped with a PGR price authority, mileage payments will not apply.</p>	<p>ITEM 160</p> <p align="center">CARS ORDERED BUT NOT USED IN SUPPLYING CARRIER LINEHAUL</p> <p>When, on behalf of a customer, PGR orders a car from a foreign carrier for loading and customer loads and routes the car in such a manner that the supplying carrier is not in the linehaul, a charge equal to the supplying carrier's car offline use charge will be assessed to the party ordering the car from PGR.</p>
<p>ITEM 130</p> <p align="center">HEAVY-CAPACITY FLATCAR CHARGES</p> <p>PGR heavy-capacity flatcar use charges are published in RIC 6740 – series, RAILINC, Agent.</p>	<p>ITEM 170</p> <p align="center">INTERCHANGE ERROR MOVEMENTS</p> <p>When empty or loaded cars are received from a foreign carrier without proper forwarding paperwork, the cars will be returned to the delivering carrier or forwarded to the proper carrier, within the same switching district, at a charge of \$350.00 per car. Charge for this service will be assessed against the carrier delivering the cars to PGR.</p> <p>PGR will not be liable for any setback, switching, or linehaul charges assessed another carrier resulting from billing errors by a customer or by a carrier which is not affiliated with PGR.</p> <p>The provisions of this item are only applicable in connection with the Union Pacific.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p>	<p align="center">SECTION 2 SWITCHING RULES AND CHARGES</p>
<p>ITEM 1150</p> <p align="center">STORAGE OF RAIL CARS</p> <p>To reduce potential charges which would otherwise apply, customers may, subject to track availability and at PGR's discretion, negotiate a rail car storage agreement with PGR for storage of rail cars on PGR trackage. Such agreements shall entitle the customer to store a specified number of rail cars at a designated storage location at an applicable storage rate in lieu of demurrage charges pursuant to Tariff PGR 6004 - Series.</p>	<p>ITEM 2000</p> <p align="center">SPECIAL SWITCHING OR UNSCHEDULED TRAIN SERVICE</p> <p>Special switching or unscheduled train service requiring assignment of a locomotive and crew to supplement regularly scheduled switching or train service will be performed only on a customer's request submitted 24 hours in advance. A charge of \$2,500.00 for the first 8 hours or fraction thereof and \$337.50 for each additional hour or fraction thereof will be assessed. A charge of [!]\$400.00 will be assessed for each additional locomotive required. This charge will not apply to additional locomotives that are required to replace locomotives originally assigned due to mechanical defects, track restrictions, carrier convenience, etc. These charges are in addition to other applicable transportation and accessorial charges. Hours will be computed from the time the locomotive and crew are on duty until the special switching service has been performed and the locomotive and crew have returned to the point where they began duty (including waiting time, but excluding time elapsed for the convenience of PGR).</p> <p>Special switching and unscheduled train service are subject to the availability of PGR personnel and equipment.</p>
<p>ITEM 1160</p> <p align="center">TEAM TRACK USAGE</p> <p>Existing team track service, including loading/unloading platforms and other non-exclusive PGR facilities, are available for use by shippers for non-hazardous commodities only on a shared usage basis at the sole cost, risk and expense of customers using such facilities. By using such facilities, customers agree to indemnify, defend and hold harmless PGR from all claims, costs, and expenses and to assume all risk, responsibility and liability for death, personal injury, or property damage arising from, related to, or caused by, in whole or in part, the use of such facilities.</p>	<p>ITEM 2010</p> <p align="center">SWITCHING EQUIPMENT BETWEEN INDUSTRY AND PGR FACILITY</p> <p>When customer owned or controlled cars or locomotives are switched by PGR between industry and a PGR facility for purposes of repairs, a charge of \$195.00 per car will be assessed to customer.</p>
<p>ITEM 1170 [A]</p> <p align="center">FREIGHT CAR COLLAPSIBLE PALLET RACKING ASSIGNED TO PGR BOXCARS, REMOVED FROM OR DAMAGED</p> <p>A charge of \$1,025.00 per collapsible pallet racking unit will be assessed against the industry and/or carrier who removes and does not return or damages beyond repair a unit of collapsible pallet racking found in boxcars PGR 2669 – PGR 2749. Cars containing collapsible pallet racking will typically contain a complement of 15 collapsible pallet racking units.</p> <p>A charge of actual repair costs, including freight costs, plus 25 percent will be assessed against the industry and/or carrier who inflicts serious damage to a unit of collapsible pallet racking. Serious damage will be defined as damage beyond normal wear and tear.</p> <p>The above charges will be assessed for each occurrence and will be in addition to all other applicable charges.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	