

# PROGRESSIVE RAIL INC.

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## FREIGHT TARIFF PGR 9300-C

(For cancellations, see Item 1, this Tariff)

### PROVIDING SERVICES ON DRY AND LIQUID COMMODITIES FOR RAIL TO TRUCK TRANSFERS

#### For the following Carriers:

- CVRC - Cannon Valley Railroad Co.
- CJR - Chicago Junction Railway
- CSP - Chicago, St. Paul & Pacific  
Railroad, LLC
- CVLY - Clackamas Valley Railway LLC
- COER - Crab Orchard & Egyptian Railroad
- IATR - Iowa Traction Railway Co.
- ISRY - Iowa Southern Railway Co
- PGR - Progressive Railroad, Inc.
- SPP - St. Paul & Pacific Railroad LLC
- STPP - St. Paul & Pacific Northwestern LLC
- WN - Wisconsin Northern Railroad

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: May 10, 2022

EFFECTIVE: June 1, 2022

#### ISSUED BY:

D. J. Fellon, President  
Progressive Rail Inc.  
21778 Highview Ave.  
Lakeville, MN 55044

**FT PGR 9300-C**

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**FT PGR 9300-C**

ITEM 1	APPLICATION																																		
<p align="center"><b>CANCELLATION NOTICE</b></p> <p>Freight Tariff 9300-C cancels Freight Tariff 9300-B in its entirety.</p> <p>Provisions formerly shown in Freight Tariff 9300-B and not brought forward in Freight Tariff 9300-C are hereby canceled.</p>	<p><b>ITEM 2.20 (Cont'd)</b> [C]</p> <p align="center"><b>ADDRESS OF CARRIERS</b></p> <p>The provisions of this tariff will apply on various commodities at designated Participating Carrier (See Item 2.10) Facilities at the following locations:</p>																																		
<p><b>ITEM 2.10</b> [C]</p> <p align="center"><b>PARTICIPATING CARRIER</b></p> <table border="0"> <thead> <tr> <th align="left">ABBREVIATION:</th> <th align="left">NAME OF CARRIER :</th> </tr> </thead> <tbody> <tr> <td><b>CVRC</b></td> <td>- <b>Cannon Valley Railroad Co.</b></td> </tr> <tr> <td><b>CJR</b></td> <td>- <b>Chicago Junction Railway</b></td> </tr> <tr> <td><b>CSP</b></td> <td>- <b>Chicago, St. Paul &amp; Pacific Railroad, LLC</b></td> </tr> <tr> <td><b>CVLY</b></td> <td>- <b>Clackamas Valley Railway LLC</b></td> </tr> <tr> <td><b>COER</b></td> <td>- <b>Crab Orchard &amp; Egyptian Railroad</b></td> </tr> <tr> <td><b>IATR</b></td> <td>- <b>Iowa Traction Railway Co.</b></td> </tr> <tr> <td><b>ISRY</b></td> <td>- <b>Iowa Southern Railway Co.</b></td> </tr> <tr> <td><b>PGR</b></td> <td>- <b>Progressive Railroad, Inc.</b></td> </tr> <tr> <td><b>SPP</b></td> <td>- <b>St. Paul &amp; Pacific Railroad LLC</b></td> </tr> <tr> <td><b>STPP</b></td> <td>- <b>St. Paul &amp; Pacific Northwestern LLC</b></td> </tr> <tr> <td><b>WN</b></td> <td>- <b>Wisconsin Northern Railroad</b></td> </tr> </tbody> </table> <p>(Carriers formerly shown herein and not brought forward are hereby removed as participating carriers.)</p>	ABBREVIATION:	NAME OF CARRIER :	<b>CVRC</b>	- <b>Cannon Valley Railroad Co.</b>	<b>CJR</b>	- <b>Chicago Junction Railway</b>	<b>CSP</b>	- <b>Chicago, St. Paul &amp; Pacific Railroad, LLC</b>	<b>CVLY</b>	- <b>Clackamas Valley Railway LLC</b>	<b>COER</b>	- <b>Crab Orchard &amp; Egyptian Railroad</b>	<b>IATR</b>	- <b>Iowa Traction Railway Co.</b>	<b>ISRY</b>	- <b>Iowa Southern Railway Co.</b>	<b>PGR</b>	- <b>Progressive Railroad, Inc.</b>	<b>SPP</b>	- <b>St. Paul &amp; Pacific Railroad LLC</b>	<b>STPP</b>	- <b>St. Paul &amp; Pacific Northwestern LLC</b>	<b>WN</b>	- <b>Wisconsin Northern Railroad</b>	<table border="0"> <thead> <tr> <th align="left">FACILITY LOCATIONS:</th> <th align="left">CARRIER:</th> </tr> </thead> <tbody> <tr> <td><b>OREGON:</b> 9555 Last Road – Clackamas, OR 97015</td> <td>(CVLY)</td> </tr> <tr> <td><b>WASHINGTON:</b> STPP Team Track – Kettle Falls, WA 99141</td> <td>(STPP)</td> </tr> <tr> <td><b>WISCONSIN:</b> 8004 Commerce PKWY – Chippewa Falls, WI 54729</td> <td>(WN)</td> </tr> <tr> <td>502 Industrial BLVD – Bloomer, WI 54724</td> <td>(WN)</td> </tr> </tbody> </table> <p>Participating Carrier's Facilities, collectively called Facilities, are operated by Participating Carriers, collectively called PGR (See Item 2.10). The purpose of this tariff is to advise Shippers of PGR of the Services they may expect when utilizing PGR. Arrangements for service at PGR's facilities shall be made between the Shipper and PGR.</p> <p>Upon request of the Shipper, the terminal Services, collectively called Services herein, will be performed which involve a PGR movement to or from the above terminals, subject to the charges, rules and regulations published herein.</p>	FACILITY LOCATIONS:	CARRIER:	<b>OREGON:</b> 9555 Last Road – Clackamas, OR 97015	(CVLY)	<b>WASHINGTON:</b> STPP Team Track – Kettle Falls, WA 99141	(STPP)	<b>WISCONSIN:</b> 8004 Commerce PKWY – Chippewa Falls, WI 54729	(WN)	502 Industrial BLVD – Bloomer, WI 54724	(WN)
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**FT PGR 9300-C**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b></p>	<p align="center"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>
<p><b>ITEM 5</b></p> <p align="center"><b>TARIFF PRICES</b></p> <p>Prices shown in this tariff may be increased or changed from time to time. Such changes will be shown in supplements to or reissue thereof.</p>	<p><b>ITEM 30</b></p> <p align="center"><b>TARIFF REISSUES</b></p> <p>When this tariff is reissued, all current items in supplements and original tariff will be brought forward into the new reissue. The new tariff will cancel the prior issue, including all supplements. Letter suffixes will be use in alphabetical sequences starting with A.</p> <p>For example: New Tarif 9300-A will cancel prior Tariff 9300 and Tariff 9300-B will cancel prior Tariff 9300-A, and so on.</p>
<p><b>ITEM 10</b></p> <p align="center"><b>DESCRIPTION OF GOVERNING CLASSIFICATION</b></p> <p>The term "Uniform Freight Classification" when used herein means Uniform Freight Classification 6000 - Series.</p>	<p><b>ITEM 45</b></p> <p align="center"><b>CURRENCY - PAYMENT</b></p> <p>All charges are stated and payable in U.S. funds.</p>
<p><b>ITEM 15</b></p> <p align="center"><b>HAZARDOUS FREIGHT</b></p> <p>Shipments of hazardous freight under this tariff are subject to regulations of the U.S. Department of Transportation as shown in Bureau of Explosives, FT BOE 6000 - Series, C. Keller, Agent.</p>	<p><b>ITEM 50</b></p> <p align="center"><b>INVOICE DISPUTE PROCEDURES</b></p> <p>In the event that a Customer disputes any charges incurred the following procedures must be applied:</p> <ul style="list-style-type: none"> <li>A. A dispute to an invoice must be submitted within ten (10) calendar days from the date of the invoice. If a dispute is not received within this time, the bill will be considered correct and must be paid.</li> <li>B. A dispute to an invoice must be submitted on PGR's online Customer Dispute form at: <a href="https://form.jotform.com/91756129015154">https://form.jotform.com/91756129015154</a>, and a PGR Accounting Representative will contact you.</li> <li>C. Amounts in dispute will not be considered past due until ten (10) days after the dispute resolution is concluded by PGR.</li> <li>D. Disputes received after the ten (10) day provision will be subject to a \$200.00 research fee.</li> </ul>
<p><b>ITEM 25</b></p> <p align="center"><b>METHOD OF CANCELLING ITEMS</b></p> <p>As this tariff is supplemented, numbered items with letter 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.</p> <p>For example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement, which in turn canceled Item 200.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

**FT PGR 9300-C**

SECTION I MISCELLANEOUS RULES AND REGULATIONS	SECTION I MISCELLANEOUS RULES AND REGULATIONS
<p><b>ITEM 68</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>All charges (unless otherwise specified) contained in this Tariff will be billed by PGR and paid by the responsible party in U.S. funds, in full, within fifteen (15) calendar days from the date of invoice.</p> <p>If a Customer disputes charges received on an invoice from PGR, Customer must follow the procedures as specified in this Tariff.</p> <p>If a Customer does not pay the charges on an invoice received from PGR within the time period specified in this Tariff, PGR, at its sole discretion may revoke Customer's credit with PGR and require Customer to pay PGR cash in advance of delivery of services ("COD") prior to PGR providing pick-up and/or delivery of Customer's railcars.</p> <p>Payment of an amount less than stated on a PGR invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary on the payer's remittance. Acceptance by PGR of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.</p> <p>Subscribing Carrier will give the Customer ten (10) days' written notice before the provisions of this paragraph are invoked.</p>	<p><b>ITEM 82</b></p> <p align="center"><b>FINANCE CHARGES</b></p> <p>PGR will assess a finance charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is lower, on unpaid bills for freight and miscellaneous charges, including, without limitation, demurrage and weighing, which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by PGR, not the date payment is made, or the date postmarked on the payment.</p> <p>Customers with past due amounts will receive a finance charge invoice each month. Finance charges will be assessed on delinquent bills for freight or miscellaneous charges as of the end of the month reduced by amounts in dispute and any payments received by month end but not posted.</p> <p>Customer's retroactive electronic invoices to PGR shall be submitted and payment of invoices are due within ten (10) days of electronic submission.</p> <p>If PGR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and PGR is successful in collecting such charges, Customers shall reimburse PGR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>
<p><b>ITEM 75</b></p> <p align="center"><b>BILLING PROCEDURES</b></p> <p>PGR provides invoices via email or Customer web portals. If, however, a paper invoice is required through regular mail, a processing fee of \$20.00 will be applied to each invoice.</p>	
<p><b>ITEM 80</b></p> <p align="center"><b>PAYMENT METHODS</b></p> <p>Electronic Funds Transfer (EFT), Bank Wire Transfer, Company Check, Cashier/Certified Check.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>	<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>
<p><b>ITEM 85</b></p> <p style="text-align: center;"><b>MOTOR CARRIER ACCESS</b></p> <p>A Shipper may retain a motor carrier to load or unload commodity at a PGR Facility. In order to load or unload a commodity at a PGR Facility, a motor carrier must execute an indemnity agreement (“Conditions of Entry Agreement”) between the motor carrier and PGR, covering the motor carrier’s activities while at the PGR Facility. When this agreement is fully executed, a motor carrier is “pre-approved”. Carriers and their employees operating at PGR sites are required to conform to all such rules and procedures.</p> <p>All pre-approved motor carriers may deliver to or pull loads from a PGR Facility. Motor carriers may be required to assist in the connection and loading or unloading of the trailer. The motor carrier will be responsible for its equipment at all times and the driver must remain with the vehicle while loading or unloading. The motor carrier will comply with all required safety procedures, which will include the removal of vehicle keys while loading Hazmat products. Authorized PGR terminal personnel will load or unload all hazardous materials unless otherwise agreed upon in writing by the Shipper and PGR.</p> <p>A motor carrier that is not pre-approved will not be allowed to enter a PGR Facility. The motor carrier driver must have a valid CDL (Commercial Driver’s License) in his/her possession while conducting activities at the PGR Facility.</p>	<p><b>ITEM 100</b></p> <p style="text-align: center;"><b>CONDITIONS OF ENTRY FOR TRANSPORTER</b></p> <ol style="list-style-type: none"> <li>1. In this Tariff, the term “Transporter” refers jointly to the driver and the transportation company, who shall be jointly and severally liable for the obligations of the Transporter hereunder.</li> <li>2. Transporter’s access to the Facility shall be non-exclusive, only for the purpose stated in this Agreement, and subject and subordinate to the prior and continuing right and obligation of Railroad to use and maintain its entire property. In no event shall the Facility be used by Transporter for the transportation or storage of hazardous materials, as defined by any agreements between Railroad and Customer, or applicable governmental laws, rules, regulations and orders, unless expressly agreed to in writing by Railroad.</li> <li>3. Due to the potentially dangerous nature of the Railroad’s railroad operations, Transporter shall comply with all applicable governmental laws, rules, regulations and orders in its access to the Facility, including governmental laws, regulations, standards and permit requirements relating to environmental pollution or contamination or to occupational health and safety, and shall conduct its operations in a manner that is free from any unsafe conditions and health hazards. Transporter shall ensure that its employees or contractors are competent, adequately trained in all safety and health aspects of Transporters operations, suitably dressed and equipped, and not under the influence of any alcoholic beverage, illegal drug, or any substance that may impair the safe performance of their work. Transporter shall strictly observe the rules regulations or directions of Railroad or its authorized representatives. Transporter shall be solely responsible for the safety of its access to the Facility, both as concerns Transporter’s property and employees or contractors, the property of Transporter, and the property and employees of Railroad and other users of the Facility. Railroad shall have no responsibility for Transporter’s operations, employees or Contractors. Transporter’s employees and contractors shall in no event to be deemed to be employees of Railroad. Transporter shall promptly notify Railroad of any OSHA reportable injuries to any person during Transporter’s use of the Facility.</li> </ol> <p style="text-align: right;">(Continued on next page)</p>
<p><b>ITEM 90</b></p> <p style="text-align: center;"><b>SELF-LOADING</b></p> <p>“Self-loading” shall be defined as a motor carrier using equipment affixed to its equipment to perform the physical transfer of the commodity. Self-loaders must also supply all hoses, fittings, etc. in addition to appropriate spill containment for the transfer of commodity.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

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<p><b>ITEM 100 (Cont'd)</b></p> <p align="center"><b>CONDITIONS OF ENTRY FOR TRANSPORTER</b></p> <p>4. Transporter shall not cause any interference with the constant, continuous and uninterrupted use of the tracks, property and Facility of Railroad, its lessees, licensees or others. Nothing shall be done or permitted by Transporter that would impair the safety thereof. When not in use Transporter's vehicles and equipment shall be kept at least 10 feet from the centerline of Railroad's nearest track and shall be removed from the Facility when the loading or unloading is completed and there shall be no vehicle crossing of Railroad's tracks except at existing open public crossings.</p> <p>5. Transporter shall be responsible for the repair or replacement of any damaged or destroyed property of Railroad or other users of the Facility, including disturbance of the alignment and surface, interlocking or other property which Railroad maintains, when such damage or destruction arises in any manner out of the Transporter's use of the Facility.</p> <p>6. Transporter shall not release, dispose of or place any materials (including hazardous materials) or debris within the Facility, and shall be responsible for removing and properly disposing of any such materials or debris. Notwithstanding anything in this Agreement to the contrary, Transporter shall have no liability or responsibility for the condition of the Facility or the underlying property except as may be caused by Transporter.</p> <p>7. To the extent permitted by law, Transporter releases and waives any claims it may have against Railroad or its Officers, Directors, Employees or Agents ("Released Persons) for damage to property or injury sustained by Transporter as the result of any act or omission of the released person in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible or uninsured portion thereof, maintained or required to be maintained by Transporter pursuant to the Agreement. The waiver of claims contained in this section will apply even if the loss is caused in whole or in part by the ordinary negligence or strict liability of the released persons but will not apply to the extent a loss or damage is caused by the gross negligence or willful misconduct of the released persons.</p> <p align="center">(Continued in next column)</p>	<p><b>ITEM 100 (Cont'd)</b></p> <p align="center"><b>CONDITIONS OF ENTRY FOR TRANSPORTER</b></p> <p>8. To the extent permitted by law, Transporter shall indemnify, defend and hold harmless railroad and its Officers, Directors, Employees and Agents against any claim by any third party for injury to any person or damage to or loss of any property occurring in or around the Facility and arising from (A) the use or occupancy by Transporter of the Facility, or (B) any breach by Transporter of this Agreement, or (C) any other act or omission or negligence of Transporter or its Officers, Directors, Employees, Contractors or Agents.</p> <p>9. Transporter shall at all times during its entry, use and occupancy of the Facility keep and maintain in full force and effect (a) commercial general liability insurance coverage of \$2,000,000 on ISO form CG 0001, or equivalent, for (i) bodily injury and death, property damage and personal injury; and (ii) contractual liability; (b) business automobile and/or trucker's liability insurance coverage, including coverage for owned, hired and non-owned automobile liability, on ISO form CA 00 01, or equivalent, with an inclusive limit of not less than \$2,000,000 for any one occurrence in respect of the use or operation of motor vehicles owned, leased or controlled by Transporter; and (c) worker's compensation insurance coverage meeting the statutory requirements of the State where the Facility is located covering all of Transporter's employees. This insurance shall name Railroad as an additional insured and include a waiver of subrogation by insurer as to Railroad. Evidence of such insurance coverage on an ACORD form has been or will be provided to Railroad prior to or upon entry to the Facility.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	



<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>	<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>
<p><b>ITEM 115</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>A. BASIC SERVICES INCLUDED IN A TRANSFER</b></p> <p>Unless otherwise agreed upon in writing by PGR and the customer, a dry or liquid bulk transfer conducted at a Facility (See Item 2.20) will include the following Services at no additional cost:</p> <ol style="list-style-type: none"> <li>1. Weigh empty trailer.</li> <li>2. Inspection of PGR terminal transfer equipment for cleanliness. This does not include self-load equipment.</li> <li>3. Verification of Transporter's shipment documentation.</li> <li>4. Sample contents of one compartment of non-hazardous rail car. Samples are to be taken from the bottom of the railcar unless otherwise agreed upon in writing by the Shipper and PGR.</li> <li>5. Perform non-self load transfer at negotiated charge.</li> <li>6. Sample contents of inbound loaded non-hazardous trailer.</li> <li>7. Weigh loaded trailer.</li> <li>8. Provide driver with scale ticket and product sample if requested by the Shipper or beneficial owner.</li> </ol> <p>The Shipper and PGR may agree upon the performance of Services in addition to those listed above, at rates to be negotiated by the parties.</p> <p><b>B. CONDITIONS OF TERMINAL SERVICES</b></p> <ol style="list-style-type: none"> <li>1. Prior to acquiring Services at a <u>PGR Facility</u>, Shipper or beneficial owner must provide said facility a <u>SDS</u> covering the commodity to be handled; and, for hazardous materials a Handling Protocol outlining hazards and procedures for safe handling.</li> <li>2. PGR, directly or indirectly through an independent contractor, will perform the Services named herein on carload shipments of commodity, subject to charges, rules and regulations published herein. PGR reserves the right to refuse to handle any commodity at its sole discretion.</li> <li>3. All commodities must have a <u>SDS</u> sheet on file at Facility prior to arriving for Services. For shipments of hazardous materials, a Handling Protocol must be on file at the Facility prior to arriving for Services. Commodity(s) arriving at a Facility before receipt of a <u>SDS</u> and Handling Protocol (as applicable) will be held subject to Track Occupancy Charges as specified in Item 140 and no transfers will be accomplished until this information arrives.</li> <li>4. Commodity(s) that PGR declines to handle under the charges, rules and regulations published herein may, at PGR's sole discretion, be handled under a separately negotiated contract.</li> <li>5. Services are restricted to carloads involving PGR handling.</li> </ol> <p style="text-align: center;">(Continued in next column)</p>	<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>B. CONDITIONS OF TERMINAL SERVICES</b></p> <ol style="list-style-type: none"> <li>6. PGR will make every reasonable effort to empty each car as completely as possible using normal mechanical transfer procedures. PGR shall not however be responsible for residue that clings to the car and cannot be removed by normal terminal procedures.</li> </ol> <p><b>C. UNLOADING OF RAIL CARS</b></p> <p>Subject to the maximum transfer charges set forth below, charges for unloading of railcars to trucks and unloading of trucks to railcars at a Facility will be determined on an individual basis by PGR personnel. The handling characteristics of the commodity, manpower requirements and the transfer equipment required will determine the charges. Any truck detention charges incurred during the loading or unloading process and any overtime charges (Item 150) will be the responsibility of the Shipper. Any rescheduled and/or missed appointment, a truck fee of \$500.00 for each occurrence will be the responsibility of the Shipper.</p> <p><b>D. MAXIMUM TRANSFER CHARGES</b></p> <p>Applicable on shipments transferred from rail car to truck or from truck to rail car at the Facilities.</p> <p><b>DRY OR LIQUID COMMODITIES, IN BULK</b></p> <p>On commodities transferred in bulk, the following charges, subject to a minimum weight of 45,000 pounds per truckload per transfer, will be assessed for transfer at all Facilities.</p> <p><b>DRY BULK</b></p> <p>Mechanical Conveyor or Auger Transfers.....\$2,000.00 per carload</p> <p><b>LIQUID BULK</b></p> <p>Non-hazardous Liquids Pumping.....\$500.00 per hour Hazardous Liquids (Other than flammables) ..... \$1,000.00 per hour Flammables..... \$1,500.00 per hour</p> <p style="text-align: center;">(Continued on next page)</p>
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<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>	<p style="text-align: center;"><b>SECTION I MISCELLANEOUS RULES AND REGULATIONS</b></p>
<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>D. MAXIMUM TRANSFER CHARGES</b></p> <p>NOTE 1: The rate for Dry Bulk is valid for commodities in which the flow characteristics allow for uninterrupted loading or unloading without material need for additional mechanical or personnel assistance. Commodities requiring excessive additional machinery or personnel will be charged the applicable hourly rates.</p> <p>NOTE 2: The 49 Code of Federal Regulations, Table 172.101 (Hazardous Material Table), as may be revised from time to time, will be used to determine if a product is hazardous. PGR reserves the right to refuse to handle ANY commodity at a Facility. Only authorized PGR personnel may transfer hazardous commodities, unless otherwise agreed upon in writing by PGR and the customer. PGR will not handle TIH/PIH commodities.</p> <p>NOTE 3: Individually priced commodities will be established by written agreement.</p> <p>NOTE 4: Multiple commodities may be loaded in a compartmentalized trailer for a charge of \$500.00 for each additional commodity or compartment loaded.</p> <p><b>LUMBER, BANDED, IN BUNDLES</b></p> <p>Rates will be established by written agreement. If rates are not established, Ancillary Services rate applies.</p> <p><b>PANELS (E.G. PLYWOOD, OSB, PARTICLEBOARD, ETC.)</b></p> <p>Rates will be established by written agreement. <u>If rates are not established, Ancillary Services rate applies.</u></p> <p><b>STEEL BEAMS, PIPE</b></p> <p>Rates will be established by written agreement. If rates are not established, Ancillary Services rate applies.</p> <p><b>EQUIPMENT OR MACHINERY</b></p> <p>Rates will be established by written agreement. If rates are not established, Ancillary Services rate applies.</p> <p style="text-align: center;">(Continued in next column)</p>	<p><b>ITEM 115 (Cont'd)</b></p> <p><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>D. MAXIMUM TRANSFER CHARGES</b></p> <p><b>ANCILLARY SERVICES</b></p> <p>General Service <sup>(1)</sup> ..... \$250.00 / hour</p> <p>Welding to secure loads (where required) <sup>(1)</sup> ..... \$300.00 / hour</p> <p>Front end loader with operator <sup>(1)</sup> ..... \$400.00 / hour</p> <p>Conveyor with operator <sup>(1)</sup> ..... \$400.00 / hour</p> <p>Skid loader with operator <sup>(1)</sup> ..... \$250.00 / hour</p> <p>Temperature Monitoring (railcar or trailer) ..... \$75.00 / day</p> <p><u>Cost Per Band:</u> Lumber, in Bundles... \$15.00 / band [R]</p> <p>Panels (e.g. plywood, OSB, Particleboard, etc)..... \$15.00 / band [R]</p> <p>Steel Beams, Pipe..... \$150.00 / hour</p> <p>Heat tank car..... \$200.00 / hour</p> <p>Air Compressor..... \$300.00 / hour</p> <p>3/4 Ton Truck with operator..... \$200.00 / hour</p> <p>Other Equipment Services..... \$200.00 / hour</p> <p>Other Maximum Transfer Charges.... \$200.00 / hour</p> <p><sup>(1)</sup> Rates include machine and PGR operator. Additional PGR ground crew or PGR laborers available at \$125.00 per hour / per person .</p> <p>Additional ancillary Services available upon request and subject to charges to be negotiated by the parties.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 9999, this tariff. (Continued on next page)</p>	

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<p><b>ITEM 115 (Cont'd)</b></p> <p style="text-align: center;"><b>TERMINAL SERVICES; CONDITIONS; UNLOADING OF RAIL CARS; MAXIMUM TRANSFER CHARGES; BILLING</b></p> <p><b>E. BILLING OF CHARGES</b></p> <p>Unless arrangements are made prior to shipment, charges for Facility services described herein will be billed to the Shipper or beneficial owner by PGR, including, but not limited to, Track Occupancy Charges (Item 140).</p> <p>Charges for services performed at the Facilities named in this tariff will accrue only to and be billed by PGR.</p> <p>If credit privileges are granted (a determination made on an individual basis), terms of payment shall be in accordance with Item 110 of Tariff PGR 8000-Series.</p>	<p><b>ITEM 130</b></p> <p style="text-align: center;"><b>TERMINAL LIABILITY</b></p> <p><b>A. LOSS OF WEIGHT</b></p> <p>Allowable transfer losses will be one percent (1%) of the weight of the commodity on a six-month (January-June, and July-December) cumulative basis per Shipper, per Facility, and such loss will be considered standard operating loss not assessable against PGR</p> <p><b>B. LIABILITY LIMITS</b></p> <p>The liability of PGR with respect to activities in which it is engaged at a Facility shall be limited to the negligence of PGR in the performance of the services described in this tariff. Furthermore, PGR shall not be liable for consequential, indirect, special or punitive damages, interest, attorneys fees, or any amount in excess of product or car owner's actual loss concerning the commodity shipped or the equipment utilized.</p> <p><b>C. CLAIMS</b></p> <p>Only one claim for loss, damage and/or injury may be filed for each rail car handled under this tariff. No claim will be paid which is filed more than nine (9) months after product delivery or release of car from the Facility.</p>
<p><b>ITEM 125</b></p> <p style="text-align: center;"><b>ADDITIONAL SERVICES</b></p> <p><b>A. COMMODITY SAMPLING AND INSPECTION</b></p> <p>Transfer charges in Item 115 include the visual inspection of the exterior of the railcar and the exterior of the trailer. Top sampling of railcars must be agreed upon in advance by Shipper and PGR. Sample containers shall be provided by Shipper at no cost to PGR.</p> <p>PGR reserves the right to take samples of any commodity transferred at a Facility for its own purposes.</p> <p><b>B. WEIGHING OF TRUCKS</b></p> <p>When scale weights are desired, one complete weighing is provided at no charge. If additional scale weights are requested, PGR will perform an additional charge of \$50.00 per occurrence.</p> <p><b>C. STOCK TRANSFER</b></p> <p>When after the initial receipt of cargo a Shipper requests that the cargo be transferred to the account of another company, a charge of \$1,000.00 will be assessed to the Shipper requesting the transfer. The transfer must be requested by the original owner of the stock. Stock Transfer may not be used to avoid storage charges. The company to which the stock is transferred must be a customer of Facility at the time of the request.</p>	
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<p><b>ITEM 140</b></p> <p style="text-align: center;"><b>DEMURRAGE, TRACK OCCUPANCY CHARGES AND RELATED CHARGES</b></p> <p><b>A. RAILROAD CAR DEMURRAGE</b></p> <p>All railroad and privately owned or controlled cars held by or for Customer(s) will be subject to demurrage rules and chargers under the provisions of Carrier's (See Item 2.10) Demurrage Tariff 6004-Series, as applicable. All cars of TTX Company will be considered railroad controlled equipment.</p> <p>Exception - Not applicable on:</p> <ul style="list-style-type: none"> <li>(a) Private car(s), on private tracks.</li> <li>(b) Empty car(s) of railroad ownership rejected as unsuitable for loading.</li> <li>(c) Cars for loading or unloading of Customer's company material while held on tracks or private siding connecting therewith.</li> <li>(d) Cars of railroad ownership leased for storage of commodities while held on lessee's tracks.</li> </ul> <p><b>B. INDEMNIFICATION</b></p> <p>Customer recognizes and agrees that the railcars may be placed in an area on PGR which is not enclosed or protected from potential incursion by third parties or Acts of God.</p> <p>Consequently, Customer agrees to indemnify and hold harmless PGR, its owners, and its respective employees, Officers, Members, Manager, and Director (the "PGR indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the PGR Indemnitees from any costs, lawsuits, obligations, judgments, debts and expenses of any nature, including reasonable attorneys' fees, suffered or incurred by the PGR Indemnitees arising out of or resulting from loss and/or damages to the railcars and lading caused by Acts of God or parties other than PGR, except to the extent proximately caused by the negligent acts or omissions or willful misconduct of PGR.</p> <p><b>C. TRACK OCCUPANCY CHARGE</b></p> <p>Shippers of private cars in constructive placement or actual placement status over twenty (20) days will be assessed a charge of \$150.00 per day per car.</p> <p><b>D. RELATED CHARGES</b></p> <p>When a railcar is constructively or actually placed at a Facility and subsequently reshipped without any transfers having been made, a facility charge of \$750.00 will be assessed to the party issuing the reshipping instructions, in addition to all other applicable charges.</p> <p style="text-align: center;">(Continued in next column)</p>	<p><b>ITEM 140 (Cont'd)</b></p> <p style="text-align: center;"><b>DEMURRAGE, TRACK OCCUPANCY CHARGES AND RELATED CHARGES</b></p> <p><b>D. RELATED CHARGES</b></p> <p>Constructive placement is the date the railcar is available to be switched into the Facility. Actual placement is the date the railcar is physically placed in the Facility</p> <p><b>E. DEMURRAGE DISPUTE PROCEDURES</b></p> <p>Disputes regarding demurrage charges must be submitted via email to: <a href="https://form.jotform.com/91756129015154">https://form.jotform.com/91756129015154</a> within five (5) days. All disputes must state the facts constituting the basis for which relief is claimed along with any and all supporting documentation. A PGR Accounting Representative will contact you.</p> <p>If not disputed by Customer within five (5) DAYS, the invoice will be considered accepted by customer and demurrage charges are applicable by PGR to Customer for payment.</p> <p>If disputed by Customer within five (5) days, PGR will issue a response within five (5) days of receipt of email submission.</p> <p>Disputes must be supported by documentation stating fully the conditions for which relief is claimed, identifying contested cars by car initials, numbers and location.</p> <p>Supporting documents must be attached to disputes. Disputes claimed under this provision which are not found to be valid will be subject to a processing fee of \$50.00 for each incorrectly invoice.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

SECTION I	SECTION I MISCELLANEOUS RULES AND REGULATIONS
<p><b>ITEM 150</b></p> <p><b>HOURS OF SERVICE AND OVERTIME CHARGES</b></p> <p>Normal working hours at Facilities are from 7:30 A.M. to 3:30 P.M., exclusive of Saturdays, Sundays and Holidays (See Item 185).</p> <p>When service is required prior to 7:30 A.M. or after 3:30 P.M., arrangements must be made with PGR in advance. All loadings, unloadings, and Services must be scheduled before 3:00 P.M. of the day before the day that loading, unloading, and service is needed.</p> <p>Every attempt will be made to accommodate emergencies and requested times, but loading spots and other circumstances may require occasional modifications of requested times.</p> <p>When scheduled loading, unloading, and Services are to begin before 7:30 A.M. or after 3:30 P.M., written authorization for overtime (if required) must be submitted before the Service begins. The charge for Services before or after normal working hours will be at a rate of \$200.00 per person per hour or fraction thereof, in addition to all other applicable charges (See Exception).</p> <p>For safety reasons, PGR Facility procedures require that at least two (2) PGR personnel be present during the transfer of any non-self load products. A truck driver on site qualifies as one of these people only if the product is a non-hazardous product, unless otherwise agreed upon in writing by the Shipper and PGR. For self-load products only one (1) PGR personnel is required or one (1) qualified truck driver will satisfy the safety requirement.</p> <p>When service is requested at a Facility on Saturdays, Sundays or Holidays (See Item 185), or when PGR personnel are required to make an extra trip to the facility rather than performing continuous service, arrangements must be made in advance with PGR. The charge for this service will be \$400.00 per hour per person subject to a four (4) hour minimum per person, in addition to all other applicable charges for service provided.</p> <p>Authorization for overtime must be received in writing from the party responsible for paying terminal service charges.</p> <p>EXCEPTION: No additional charges will be assessed if the motor carrier is at the Facility at scheduled time and ready for loading before 3:30 P.M., and the delay causing the overtime is the fault of PGR.</p>	<p><b>ITEM 160</b></p> <p><b>ORDER PLACING</b></p> <p>The Shipper or Beneficial Owner will be responsible for providing the Facility with the name of the motor carrier authorized to transport the product, along with product transfer instructions. Such instructions must be confirmed via electronic and/or written communication. PGR will not be responsible for any problems concerning the shipment and performance of Services if PGR has not received written or electronic confirmation covering each separate trailer from or to which commodity is transferred.</p> <hr/> <p><b>ITEM 165</b></p> <p><b>RAIL CAR OR TRUCK ARRIVING AT TERMINAL WITHOUT FULL WRITTEN DESCRIPTION OF LADING</b></p> <p>Prior to arrival of railcar or truck at Facility Shipper shall execute a full written description of Lading. If there is no Lading, commodity will be held at Shipper's expense awaiting adequate and proper description or further instructions on disposition of Lading. If such written description shows that the commodity is not approved for transfer, that railcar will be released to Shipper for disposition, subject to all applicable terminal charges, along with additional PGR charges.</p> <hr/> <p><b>ITEM 185</b></p> <p><b>HOLIDAYS</b></p> <p>Wherever in this tariff reference is made to "Holidays" it means the following:</p> <ul style="list-style-type: none"> <li>New Year's Eve</li> <li>Memorial Day</li> <li>U S Independence Day</li> <li>Labor Day</li> <li>Thanksgiving Day</li> <li>Christmas Day</li> <li>New Years Day</li> </ul> <p>Note: When a holiday occurs on a Saturday, the previous Friday will be observed as the holiday. When a holiday occurs on a Sunday, the following Monday will be observed as the holiday.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999, this tariff.</p>	

**FT PGR 9300-C**

SECTION II STORAGE RULES AND REGULATIONS	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS																																																						
<p><b>ITEM 200</b> [C]</p> <p align="center"><b>STORAGE</b></p> <p>Any storage of customers product that is not covered separately under another agreement will be invoiced at the following rate: <u>\$10 per unit beyond the free storage allotment outlined in the customer agreement(s).</u></p>	<p><b>ITEM 99999</b></p> <p align="center"><b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS<sup>(1)</sup></b></p> <table border="0"> <thead> <tr> <th align="left"><u>Abbreviation</u></th> <th align="left"><u>Explanation</u></th> </tr> </thead> <tbody> <tr> <td>BOE</td> <td>Bureau of Explosives</td> </tr> <tr> <td>CDL</td> <td>Commercial Driver's License</td> </tr> <tr> <td>CFR</td> <td>Code of Federal Regulations</td> </tr> <tr> <td>e.g.</td> <td>For example</td> </tr> <tr> <td>Etc.</td> <td>Et cetra</td> </tr> <tr> <td>i.e.</td> <td>that is</td> </tr> <tr> <td>LB</td> <td>pound</td> </tr> <tr> <td>LnFt</td> <td>Lineal Foot</td> </tr> <tr> <td>MBdFt</td> <td>1000 Board Feet</td> </tr> <tr> <td>MSqFt</td> <td>1000 Square Feet</td> </tr> <tr> <td>N.A.</td> <td>Not Applicable</td> </tr> <tr> <td>OPSL</td> <td>Official Railroad Station List, RAILINC. Agent</td> </tr> <tr> <td>OSB</td> <td>Oriented strandboard</td> </tr> <tr> <td>PGR</td> <td>Progressive Rail Inc.</td> </tr> <tr> <td>PPE</td> <td>Personal Protective Equipment</td> </tr> <tr> <td><u>SDS</u></td> <td>Material Safety Data Sheet</td> </tr> <tr> <td>STB</td> <td>Surface Transportation Board</td> </tr> <tr> <td>STCC</td> <td>Standard Transportation Commodity Code, RAILINC, Agent</td> </tr> <tr> <td>UFC</td> <td>Uniform Freight Classification Committee, Agent</td> </tr> <tr> <td>viz.</td> <td>namely</td> </tr> <tr> <td>[A]</td> <td>Addition</td> </tr> <tr> <td>[C]</td> <td>Change</td> </tr> <tr> <td>[D]</td> <td>Canceled</td> </tr> <tr> <td>[ I ]</td> <td>Increase</td> </tr> <tr> <td>[R]</td> <td>Reduction</td> </tr> <tr> <td>[NC]</td> <td>Brought forward without change</td> </tr> </tbody> </table> <p>(<u>Underscored</u> portion denotes addition/change.)</p> <p><sup>(1)</sup> The two character state abbreviations used in this tariff are those adopted by the postal departments of the United States and Canada.</p>	<u>Abbreviation</u>	<u>Explanation</u>	BOE	Bureau of Explosives	CDL	Commercial Driver's License	CFR	Code of Federal Regulations	e.g.	For example	Etc.	Et cetra	i.e.	that is	LB	pound	LnFt	Lineal Foot	MBdFt	1000 Board Feet	MSqFt	1000 Square Feet	N.A.	Not Applicable	OPSL	Official Railroad Station List, RAILINC. Agent	OSB	Oriented strandboard	PGR	Progressive Rail Inc.	PPE	Personal Protective Equipment	<u>SDS</u>	Material Safety Data Sheet	STB	Surface Transportation Board	STCC	Standard Transportation Commodity Code, RAILINC, Agent	UFC	Uniform Freight Classification Committee, Agent	viz.	namely	[A]	Addition	[C]	Change	[D]	Canceled	[ I ]	Increase	[R]	Reduction	[NC]	Brought forward without change
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