

**FT PNR 9001-G
(Cancels FT PNR 9001-F)**

PANHANDLE NORTHERN RAILROAD, L.L.C.



FREIGHT TARIFF PNR 9001-G

(Cancels Freight Tariff PNR 9001-F)

NAMING

RULES AND REGULATIONS

GOVERNING

LINE-HAUL, SWITCHING AND OTHER TERMINAL CHARGES

ON THE

PANHANDLE NORTHERN RAILROAD, L.L.C.

LOCAL FREIGHT TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: March 31, 2010

EFFECTIVE: May 1, 2010

ISSUED BY:

Sam Cotton, President
Panhandle Northern Railroad, L.L.C.
100 East Grant
Borger, TX 79007

FREIGHT TARIFF PNR 9001-G

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<p>Freight Tariff PNR 9001-G cancels Freight Tariff PNR 9001-F in its entirety.</p> <p>Provisions formerly shown in Freight Tariff PNR 9001-F and not brought forward in Freight Tariff PNR 9001-G are hereby canceled.</p>	SUBJECT	ITEM
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<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>		

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 5</p> <p align="center">DESCRIPTION OF GOVERNING CLASSIFICATION</p> <p>This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC-6000-Series issued by National Railroad Freight Committee, Agent.</p>	<p>ITEM 30</p> <p align="center">TERMINAL OR TRANSIT PRIVILEGES OR SERVICES</p> <p>Shipments made under the rates contained in this tariff are entitled also to terminal and transit services and privileges and are subject to the charges, allowances, rules, and regulations legally applicable thereto, as provided in separately published, lawfully filed tariffs.</p>
<p>ITEM 10</p> <p align="center">STATION LIST AND CONDITIONS</p> <p>This tariff is governed by Official Railroad Station List, Railinc, Agent, OPSP 6000-Series, to the extent shown below:</p> <p>PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center">GEOGRAPHICAL LIST OF STATIONS</p> <p>For geographical locations of stations referred to in this tariff by station numbers.</p> <p align="center">STATION NUMBERS</p> <p>For the identification of stations when stations are shown or referred to by numbers in this tariff.</p>	<p>ITEM 35</p> <p align="center">CONSECUTIVE NUMBERS</p> <p>Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.</p> <p>If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.</p>
<p>ITEM 15</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>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. 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.</p>	<p>ITEM 40</p> <p align="center">CAPACITIES AND DIMENSIONS OF CARS</p> <p>For marked capacities, lengths, dimensions and cubical capacities of cars, see Official Railway Equipment Register, RER 6414-Series, R.E.R. Publishing Corporation, Agent.</p>
<p>ITEM 20</p> <p align="center">REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</p> <p>Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.</p>	<p>ITEM 45</p> <p align="center">EXPLOSIVES, DANGEROUS ARTICLES</p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-Series.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>	<p>ITEM 50</p> <p align="center">DEMURRAGE</p> <p>Except as otherwise provided, subject to demurrage rules and charges, etc. as provided for in Freight Tariff RIC 6004.</p>

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RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED	RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED
<p>ITEM 55 [A]</p> <p style="text-align: center;">CREDIT</p> <p>All Customers will be required to apply for credit with the PNR. Credit will be granted solely at the discretion of PNR. All charges contained in this tariff will be billed by the PNR and paid by the responsible party in U.S. funds, in full, within fifteen (15) calendar days from the date of the bill.</p> <p>NOTE: Errors discovered in bills by Customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by Customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If Customers receive bills that they believe they are not responsible for paying, they must notify PNR within the credit terms that they are not responsible for paying the bills.</p> <p>Notwithstanding anything to the contrary in this tariff, if a Customer disputes charges received in a bill from PNR, Customer must follow the procedures as specified in Item 155 of this tariff.</p> <p>Payment of an amount less than stated on a PNR 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 PNR 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>Notwithstanding anything to the contrary in this tariff, if a Customer does not pay the charges in a bill received from PNR within the time period specified in this tariff, PNR, at its sole discretion, may revoke Customer's credit with PNR and require Customer to pay PNR cash in advance of delivery of services ("COD") prior to PNR providing pick-up and/or delivery of Customer's railcars. PNR will give the Customer ten (10) days' written notice before the provisions of this paragraph are invoked.</p> <p>FINANCE CHARGES: PNR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills for freight and miscellaneous charges, including, without limitation, demurrage, switching and weighing, which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by PNR, 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>If PNR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and PNR is successful in collecting such charges, Customers shall reimburse PNR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p>ITEM 58 [A]</p> <p style="text-align: center;">SECURITY DEPOSITS FOR PAYMENT OF FREIGHT DEMURRAGE AND OTHER ACCESSORIAL CHARGES</p> <p>A security deposit to insure payment of any freight demurrage, detention, storage or other accessorial charges that may accrue will be required for any Customer who fails to pay demurrage, detention, storage, switching or other accessorial charges after specific written demand referring to this tariff provision. PNR will give Customer ten (10) days' written notice before the provisions of this item are invoked.</p> <p>The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such Customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by PNR's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>PNR will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to PNR. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of PNR's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>	

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RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED	SECTION 1 MISCELLANEOUS RULES AND CHARGES (Rates in dollars and cents per car, except as otherwise provided)
<p>ITEM 60</p> <p style="text-align: center;">RESPONSIBILITY FOR CHARGES</p> <p>Where joint rates provide for the absorption, in whole or in part, of switching or transfer service at intermediate interchange points, the charges named herein will be paid by the carrier delivering the car to the PNR. Any portion of the charges named herein which is not absorbed will be in addition to the through rate and will accrue solely to the PNR.</p>	<p>ITEM 100</p> <p style="text-align: center;">CARS MOVED FROM LOADING TRACKS WITHOUT BILLING AND HELD ON CARRIER'S TRACKS AWAITING BILLING INSTRUCTIONS</p> <p>Except as otherwise provided in this tariff, when on shipper's order, cars are moved by PNR from industry or team tracks without billing and are held on PNR's tracks awaiting forwarding directions as defined in Tariff RIC 6004-Series, a charge of \$100.00 per car will be assessed against the party responsible for furnishing such forwarding directions and the cars will remain on continuous demurrage, storage or detention (see Note) in the account of the party in whose name the car was ordered until such forwarding directions are received by carrier's agent (see Exception).</p> <p>On car or cars removed from industry or team tracks on shipper's order and held awaiting billing instructions on PNR's tracks and such car or cars are ordered back to the original industry or team track, the intra-terminal or inter-terminal switching charge, as the case may be, will be assessed for the movement of the car or cars in each direction and the car or cars will remain on continuous demurrage.</p> <p>These charges will be in addition to the holding charge of \$100.00 per car.</p> <p>EXCEPTION: The charge of \$100.00 per car will not apply when carrier's agent received forwarding directions by noon of the day following performance of the service, excluding Saturdays, Sundays and Holidays as defined in Tariff RIC 6004-Series.</p> <p>NOTE: On cars under special detention rules and charges, the same detention rules and charges will be applied.</p>
<p>ITEM 65</p> <p style="text-align: center;">PERISHABLE FREIGHT</p> <p>The PNR does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the PNR and the PNR accepts no liability for any loss or damage resulting from failure of such protective service.</p>	<p>ITEM 105</p> <p style="text-align: center;">WEIGHING CHARGES</p> <p>When a car, for commodities other than Coke, is weighed or reweighed either empty or loaded at the request of either consignor or consignee, a charge of \$100.00 will apply and will be assessed requesting party.</p> <p>When a Coke car is weighed or reweighed either empty or loaded at the request of either the consignor or consignee, a charge of \$90.00 will apply and will be assessed the requesting party.</p> <p>Weighing of cars for revenue purposes for the BNSF, a charge of \$100.00 will apply and will be assessed BNSF.</p>
For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.	

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<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p>	<p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p>
<p>ITEM 110</p> <p align="center">DIVERSION OR RECONSIGNMENT</p> <p>PNR will not perform diversion or reconsignment on carload shipments as a terminal carrier.</p>	<p>ITEM 135</p> <p align="center">EMPTY CARS ORDERED BUT NOT LOADED</p> <p>On empty cars that are ordered for loading and the service of switching or placing has been performed and the car is not loaded but returned to the railroad empty, a switching charge of \$200.00 per car will be assessed for this service and collected from the person, firm or corporation ordering such cars.</p>
<p>ITEM 115</p> <p align="center">STORAGE OF CARS, OTHER THAN COKE, WHICH CANNOT BE ACCOMMODATED ON LEASE TRACK</p> <p>When delivery of car(s), in railroad or private ownership, loaded or empty for use with commodities other than Coke, to lease track cannot be accomplished due to no space being available on such track or because of any interruption, interference and any other condition caused by the lessee, the PNR will hold such car(s) on railroad tracks subject to a <u>storage</u> charge of \$30.00 per day per car, or fraction of a day. Time to be computed from time car is interchanged or released to PNR. Such charge to be assessed lessee <u>or shipper</u>, and will be in addition to all other applicable charges.</p>	<p>ITEM 140</p> <p align="center">EMPTY CARS UNFIT FOR LOADING</p> <p>Empty cars furnished on orders for return loading and subsequently:</p> <ol style="list-style-type: none"> 1. Rejected by the shipper account unsuitable for loading as specified when ordered; 2. Refused account cancellation of order, or not ordered; 3. Refused account other causes for which connecting railroads are responsible; <p>Car will be returned to the railroad furnishing the car or to the car owner for which a charge of \$300.00 per car will be made against the railroad furnishing the car.</p> <p>An additional charge of \$35.00 will be assessed for each day or fraction thereof that a railroad-owned car for which PNR is responsible to the car owner for car hire charges is held on the PNR for the time accrued from receipt of car to its return.</p>
<p>ITEM 120</p> <p align="center">STORAGE OF COKE CARS WHICH CANNOT BE ACCOMMODATED ON LEASE TRACK</p> <p>When delivery of Coke car(s), in railroad or private ownership, loaded or empty, to lease track cannot be accomplished due to no space being available on such track or because of any interruption, interference and any other condition caused by the lessee or shipper, the PNR will hold such car(s) on railroad tracks subject to a <u>storage</u> charge of \$50.00 per day per car, or fraction of a day. Time to be computed from time car is interchanged or released to PNR. Such charge to be assessed lessee or shipper, and will be in addition to all other applicable charges.</p>	<p>ITEM 145</p> <p align="center">SPECIAL TRAIN SERVICE</p> <p>When no engine or crew is available and engine and crew is specifically requested by the shipper or consignee, cars may be handled in special (not regular) service (See NOTE 1). The charge for this special service will be \$250.00 per hour, subject to a minimum of \$2,500.00. The special service charge shown herein will be in addition to any applicable switching charges.</p> <p>NOTE 1: Special (not regular) service is defined as service accorded shipments which cannot be handled in regular train operations because of excess weight, height, width or length and which necessitates handling in a special train, OR by special instructions by consignor or consignee.</p>
<p>ITEM 125</p> <p align="center">CARS REJECTED AT INTERCHANGE DUE TO IMPROPER BILLING</p> <p>When cars are rejected at interchange and delivered to Borger Yard due to improper billing, a charge of \$500.00 per car will be assessed against the customer who released the car.</p>	
<p>ITEM 130</p> <p align="center">INTERCHANGE ERROR DELIVERIES</p> <p>Cars delivered in error at interchange with PNR, either loaded or empty, will be returned to the delivering carrier for a charge of \$400.00 per car.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>	

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<p style="text-align: center;">SECTION 1 MISCELLANEOUS RULES AND CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p> <p>ITEM 150</p> <p style="text-align: center;">CHARGES ON OVERLOADED OR IMPROPERLY LOADED CARS</p> <p>When cars are discovered to be overloaded, or improperly loaded on the PNR, thereby necessitating transfer, trimming or reloading in the interest of safe transportation, shipper or owner will be notified and requested to advise disposition. See Paragraphs (1) and (2).</p> <p>(1) Except as provided in Paragraph (2), cars discovered to be overloaded or improperly loaded, will be placed on carrier's track accessible for transfer, trimming or reloading and shipper or owner will be required to transfer, trim or reload car to meet loading requirements for safe transportation. A charge of \$150.00 per car will be assessed for the switching of overloaded or improperly loaded cars to and from the carrier's track where the transfer, trimming or unloading is performed.</p> <p>(2) When cars are discovered to be overloaded or improperly loaded and returned to Customer for adjustment of lading to meet loading requirements for safe transportation, the applicable intra-plant, intra-terminal or inter-terminal switching charges will be assessed.</p>	<p style="text-align: center;">SECTION 1 MISCELLANEOUS RULES AND CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p> <p>ITEM 155 [A]</p> <p style="text-align: center;">DISPUTES</p> <p>In the event that a Customer disputes the demurrage, storage or other charges received in a bill, the following procedures must be applied:</p> <ul style="list-style-type: none">A. The dispute must be specific in nature, applying to a specific car or groups of cars, related to time of actual or constructive placement, release or application of the rules contained in this tariff.B. If the dispute involves demurrage or storage charges, the dispute must be submitted on PNR "Demurrage Dispute Form" shown on last page of this tariff, submitted via email to: AR@Omnitrax.comC. The dispute must be submitted within fifteen (15) calendar days from the date of the bill. If a dispute is not received within this time, the bill will be considered correct and must be paid.D. Customer must pay the undisputed amount at the time the dispute is filed, according to normal bill payment procedures.E. Amounts in dispute will not be considered past due until fifteen (15) days after the dispute resolution is concluded by PNR.
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>	

FREIGHT TARIFF PNR 9001-G

<p align="center">SECTION 2 SWITCHING AND LOCAL CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p>	<p align="center">SECTION 2 SWITCHING AND LOCAL CHARGES (Rates in dollars and cents per car, except as otherwise provided)</p>
<p>ITEM 200</p> <p align="center">APPLICATION OF CHARGES</p> <ol style="list-style-type: none"> Rates will apply as specifically provided on INTRA-PLANT, INTER-PLANT or INTRA-TERMINAL SWITCHING, that is, switching not involving road haul service (See NOTE below). Switching charges (unless otherwise specified) will cover handling of cars loaded in one direction and empty in the other direction, between points provided for. If cars are loaded in both directions, regular charge will be made for each loaded movement. Empty cars (unless otherwise specified) placed at industries, which are returned empty account no load, or empty cars otherwise handled and returned empty to or from industries will be subject to lowest charge for movement under load. <p>NOTE: Intra-plant, Inter-plant and Intra-terminal switching are defined as follows:</p> <p>INTRA-PLANT SWITCHING: A switching movement from one point to another point on the same track within the trackage limits of the same plant or industry, for the purpose of completion of loading or unloading.</p> <p>INTER-PLANT SWITCHING: A switching movement from one point to another point on different tracks within the trackage limits of the same plant or industry, for the purpose of completion of loading or unloading.</p> <p>INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant switching) from one point to another point on PNR within the switching limits of one station or industries within the same switching district.</p>	<p>ITEM 210</p> <p align="center">INTRA-PLANT, INTER-PLANT AND INTRA-TERMINAL SWITCHING CHARGES (Applies on loaded and Empty Cars)</p> <p>I - INTRA-PLANT SWITCHING:..... \$150.00[NC]</p> <p>II - INTER-PLANT SWITCHING:..... \$150.00[NC][I]</p> <p>III - INTRA-TERMINAL SWITCHING:..... \$150.00[R]</p>
	<p>ITEM 215</p> <p align="center">SWITCHING OF EMPTY CARS TO REPAIR FACILITY AT BORGER, TX</p> <p>Switching of cars received from Connection or cars between industry loading, unloading or hold tracks and repair track at Borger, TX.).....\$275.00</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.</p>	<p>ITEM 220</p> <p align="center">SWITCHING AND WEIGHING OF CARS OF CARBON BLACK BETWEEN TRACKS AND SCALES AT BORGER, TX</p> <p>Carbon black, in hopper cars switched from industry loading track to PNR scales at Borger, TX, weighed, thence either to industry Hold Tracks, or return to industry Loading Tracks, but not both. (See Note below)..... \$175.00</p> <p>NOTE: This service will be performed at this charge only when motive power is at the facility for other services.</p>

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SECTION 2 SWITCHING AND LOCAL CHARGES (Rates in dollars and cents per car, except as otherwise provided)				EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS			
ITEM 255 EMPTY CAR MOVEMENTS FROM INTERCHANGE TO INTERCHANGE Cars that arrive in Borger, TX from BNSF interchange and returned to Panhandle, or Abell, TX empty to BNSF interchange will be charged \$300.00 per car.				ITEM 1000 EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS			
ITEM 260 LOCOMOTIVES DEAD IN TOW PNR will move locomotives, dead in tow, between points on its line for \$2,000.00 per unit. Unit(s) will be subject to mechanical inspection by PNR (included in charge) before being accepted for transportation.				ABBR/ REF		EXPLANATION	
ITEM 290 FREIGHT, ALL KINDS, EXCEPT AS OTHERWISE SPECIFICALLY				ABBR - Abbreviations BNSF - BNSF Railway Company BOE - Bureau of Explosives, C. Keller, Agent OPSL - Official Railroad Station List PNR - Panhandle Northern Railroad, L.L.C. REF - Reference Marks RER - Official Railway Equipment Register RIC - Railinc, Agent UFC - Official Railway Equipment Register [A] - Addition/New [D] - Cancel [I] - Increase [NC] - No Change [R] - Reduction/Decrease		(Underscored portion denotes change/addition.)	
FROM	TO	CHARGE	ROUTE				
PNR Stations	PNR Stations	\$325.00	PNR Direct				
For explanation of terms and explanation of abbreviations and reference marks, see Item 1000, this tariff.							

DEMURRAGE DISPUTE FORM



Enter the requested information for each car (or group of cars if all data is the same). Attach documentation whenever possible, and submit form by mail, fax (866) 831-1189 or E-mail to: AR@Omnitrax.com

Manager of Accounts Receivable, OmniTRAX, Inc., 50 South Steele Street, Denver, CO 80209

Date:		Company:	
RR Demurrage Month:		Submitted by:	
RR Invoice Number:		Phone:	
		E-Mail:	

Car Number(s)						
Dates	Constructive Placement	Actual Placement	Release	Demurrage Days	Credits	Net
As Billed:						
Customer Record:						
Explanation:						
Documentation:					Attached? <input type="checkbox"/>	
Resolution (for PNR use)						

Car Number(s)						
Dates	Constructive Placement	Actual Placement	Release	Demurrage Days	Credits	Net
As Billed:						
Customer Record:						
Explanation:						
Documentation:					Attached? <input type="checkbox"/>	
Resolution (for PNR use)						

Car Number(s)						
Dates	Constructive Placement	Actual Placement	Release	Demurrage Days	Credits	Net
As Billed:						
Customer Record:						
Explanation:						
Documentation:					Attached? <input type="checkbox"/>	
Resolution (for PNR use)						