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June 15, 2021

Ms. Cynthia Brown, Section Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

302527

ENTERED
Office of Proceedings
June 15, 2021
Part of
Public Record

Re: FD 36447, Lake Providence Port Commission—Feeder Line Application—
Line of Delta Southern Railroad Located in East Carroll and Madison
Parishes, Louisiana

Dear Ms. Brown:

On June 1, 2021, The Board served a decision that resolved certain discovery issues. In addition, the Board directed the parties to confer regarding any remaining discovery issues related to NLA's Motion Seeking Entry of a Protective Order filed February 18, 2021. In response, NLA has engaged in an additional review of its files in order to respond to various interrogatories, including Interrogatories Nos. 1 through 6, 11, and 24. NLA's further review also revealed relevant documents that correct and clarify prior responses to Interrogatories Nos. 7 and 13. In addition, NLA has adopted by reference certain documents that were previously submitted to DSR's counsel by LPPC and SEAEDD in their responses to Interrogatories Nos. 15, 16, 17, and 27. During the course of conferring with DSR's counsel, an agreement was reached that it would not be necessary to reproduce documents that have already been produced by LPPC and SEAEDD.

Copies of all newly produced documents are included in Attachments 1 through 6 to NLA's Verified Supplemental Responses to Interrogatories and Request for Production of Documents. A copy of which is being filed herewith. Because many of the documents that are being produced include confidential, commercially sensitive information provided by existing and potential shippers, it is NLA's position that the release of such information would violate the provisions of 49 U.S.C. § 11904(b). Such documents are being filed under seal consistent with the Board's statement at n.6 of its Decision, served June 1, 2021, that "NLA's concern about producing commercially sensitive information can be addressed by entry of a protective order under 49 C.F.R. § 1104.14 that limits the dissemination of such information and requires its filing under seal." Because much of the information is in DSR's possession, such information has

been designated as "Confidential," which will allow counsel to confer with DSR's employees while preventing disclosure to the general public.

In summary, NLA believes that it has thoroughly responded to DSR's Interrogatories and to its Request for Production of Documents. Counsel will note that the absence of written documents related to many of NLA's conversations with shippers and potential shippers is explained by the fact that no one ever anticipated that it would ever be necessary to produce documents that would memorialize casual conversations.

The Board has also required that the parties inform the Board whether they agree to participate in Board-sponsored mediation. Recognizing the unquestioned public interest that will be served by restoring the entire corridor, the Lake Providence Port Commission, the Southeast Arkansas Economic Development District, the Madison Parish Port Commission and NLA have spent nearly ten full years seeking public funds with the full support of the States of Louisiana and Arkansas to restore service over the entire corridor. In addition, they have spent nearly five full years attempting to work with DSR to restore safe, efficient and economical rail service. Given DSR's refusal to commit to the rehabilitation of the 20-mile Segment between MP 471 and MP 491 with INFRA funds, they do not wish to engage in mediation with DSR regarding the Feeder Application. Therefore, they respectfully decline the Board's invitation to participate in Board-sponsored mediation.

Respectfully submitted,

/s/ Richard H. Streeter

Richard H. Streeter
Attorney for Lake Providence Port
Commission, Southeast Arkansas
Economic Development District,
Madison Parish Port Commission; and
North Louisiana & Arkansas Railroad.

RHS:rs

cc: Thomas J. Healey, Counsel for Delta Southern Railroad
All other parties of record

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 36447

LAKE PROVIDENCE PORT COMMISSION
--FEEDER LINE APPLICATION--
LINE OF DELTA SOUTHERN RAILROAD LOCATED IN
EAST CARROLL AND MADISON PARISHES, LA.

NORTH LOUISIANA & ARKANSAS RAILROAD'S VERIFIED
SUPPLEMENTAL RESPONSES TO INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS

North Louisiana & Arkansas Railroad, after conferring extensively with counsel for Delta Southern Railroad's (DSR) counsel, hereby submits its Verified Supplemental Responses to DSR's First Set of Interrogatories and Documents in response to DSR's First Set of Requests to Produce in the above-referenced proceeding. Consistent with the Board's Decision, served June 1, 2021, at p. 4, n.6, a Motion for Protective Order is submitted herewith with regard to specified commercially sensitive information that is being submitted herewith "Under Seal."

INTERROGATORY NO. 1:

Identify all On-Line Customers, and for each such On-Line Customer, Identify its name, its location (by milepost and/or street address), a general description of the commodities it handles, and any information regarding its rail shipping

history (including but not limited to commodities shipped, origin or destination for rail shipments, and date or year of shipment).

NLA's Supplemental Response: Given that "On-Line-Customers" is defined as meaning "all rail shippers, or potential rail shippers that own or operate facilities" that are located adjacent to the Segment between Milepost 491.0 and Milepost 471.0, whether or not located adjacent to any track operated by NLA, On-Line Customers include shippers located within the physical limits of the Lake Providence Port. Due to DSR's failure to maintain the mainline track to the south of MP 471.0 and its refusal to honor interchange requests, no On-Line Customer rail shipper has tendered any traffic over the Segment since it was reopened after extensive repairs in mid-2016.

NLA is aware that there are multiple potential On-Line rail shippers located within the Lake Providence Port. In addition to the existing lead track, the INFRA Grant anticipates a rail extension of 2,100 feet of new track. Facilities located within the Lake Providence Port include Stepan Company, which on February 3, 2021, announced its acquisition of the Fermentation Plant from Myriant Chemical, which is mentioned in the INFRA Grant Application at p. 7. Consolidated Grain & Barge (CGB), which now operates the facilities of Agspring's Big River Rice and Grain, is another potential rail shipper. CGB handles corn, soybeans, and rice. NLA is also aware that the former facility of Howard Gin, which is located at MP. 473 at Hollybrook to the south of LPP, was previously serviced by DSR. Because of the existing spur,

NLA views it as a potential location of a rail shipper. Commodities for Howard would be cottonseed and commodities for CGB would include rice, soybeans, and corn.

Other potential On-Line rail shippers that are currently located within the Lake Providence Port facility include Helena (liquid fertilizer), Nutrien (liquid fertilizer), CHS (dry fertilizer) and Epic Pipe (steel pipe). Despite its authority to access to Epic, the Muskogee Warehouses and the track onto the dock pursuant to the Trackage Rights Agreement with LPPC, dated May 26, 2011, DSR has not done so. Nor has DSR maintained the "Joint Trackage" between Milepost Nos. 471 and 472.25 consistent with the Trackage Rights Agreement. NLA is also aware that another potential rail customer, which is awaiting the resolution of this proceeding, is currently considering acquiring a facility within the Port. However, NLA is prevented from naming the potential customer by a Non-Disclosure Agreement.

INTERROGATORY NO. 2:

For each On-Line Customer identified in response to Interrogatory No. 1, Identify all Communications with such On-Line Customer by one or more of the Respondents or MPP.

NLA's Supplemental Response: Daniel Robbins has had multiple general conversations with all of the potential rail shippers and is aware of their desire for safe, efficient, and adequate rail service following the

rehabilitation of the track. Because of the general nature of such conversations, which preceded DSR's *unanticipated* announcement in August 2020 that it would not commit to the restoration of the Segment between MP 491 and MP 471, Mr. Robbins has no written documents pertaining to such communications.

INTERROGATORY NO. 3:

For each On-Line Customer identified in response to Interrogatory No. 1, Identify any commitment or estimate (on a weekly, monthly, or annual basis) made by or on behalf of such On-Line Customer of rail shipments to be made to or from its facility over the Segment at any point in the future.

NLA's Supplemental Response: No commitments or estimates have been made regarding potential future rail shipments due to the current situation related to DSR's refusal to honor interchange arrangements with NLA.

INTERROGATORY NO. 4:

Identify all Non-On-Line Customers that have expressed an interest in routing traffic over the Segment, and for each such Non-On-Line Customer, Identify its name, its location (by milepost and/or street address), a general description of the commodities it handles, and any information regarding its rail shipping history (including but not limited to commodities shipped, origin or destination for rail shipments, and date or year of shipment).

NLA's Supplemental Response: NLA incorporates by reference the Verified Information set forth at pages 2-4 of Supplemental Response to DSR's

First Set of Interrogatories Nos. 1 through 6, entered of Record on March 5, 2021.

Confidential Attachment 1 to NLA's Supplemental Response to

Interrogatories 4 through 6, which is being filed under seal, contains highly confidential information provided by multiple shippers regarding commercially sensitive, proprietary information describing the nature, kind, quantity, destination, consignee, consignor, and routing of commodities that potentially would be tendered or delivered by NLA and other railroads, including DSR.

Potential Non-On-Line customers include Clearwater Paper, Producers (Eudora); Agramerica, Livingston Pecan & Metals, Complex Chemical, Sulway, Scott Petroleum, Epstein Gin, Terrell River Services, PotlatchDeltic, Bayou Grain, Anderson Group (formerly Lansing), John Deere, and U. S. Commodities LLC. The documents also supplement NLA's prior Response to Interrogatory 15b as they support Mr. Robbins' Verified Statement that is attached to the Feeder Application.

See also **Confidential Attachment 2 to NLA's Supplemental Response to**

Interrogatories 4 through 6, which is being filed under seal because it contains highly confidential information provided by Complex Chemical regarding commercially sensitive, proprietary information describing the nature, kind, quantity, destination, consignee, consignor, and routing of commodities that were tendered or delivered by NLA and DSR. The information further illustrates operational problems associated with UP's EDI system that were encountered in 2016 and 2017 that caused Complex Chemical

temporarily to shift routings. As the string of emails reflect, UP's system was not providing EDI information on interchanges, locations, and cars enroute to either NLA or AKMD. Although the issue was largely resolved in early 2017, DSR unilateral closing of the interchange and its refusal to rehabilitate the track prevented Complex Chemical from reaching UP over the direct route to McGehee. However, after LPPC filed its Feeder Application, Complex Chemical provided NLA with information pertaining to movements that would move over NLA to connect with UP at McGehee. *See **Confidential Attachment 1 to NLA's Supplemental Response to Interrogatories 4 through 6***

INTERROGATORY NO. 5:

For each Non-On-Line Customer identified in response to Interrogatory No. 4, Identify all Communications with such Non-On-Line Customer by one or more of the Respondents or MPP.

NLA's Supplemental Response: *See **Confidential Attachment 2 to NLA's Supplemental Response to Interrogatories 4 through 6.***

INTERROGATORY NO. 6:

For each Non-On-Line Customer identified in response to Interrogatory No. 4, Identify any commitment or estimate (on a weekly, monthly, or annual basis) made by or on behalf of such Non-On-Line Customer of rail shipments to be made to or from its facility over the Segment at any point in the future.

NLA's Supplemental Response: See Confidential Attachment 2 to NLA's Supplemental Response to Interrogatories 4 through 6.

INTERROGATORY NO. 7:

Identify all agreements, understandings or customs between NLA and DSR regarding the interchange of freight traffic between them.

NLA'S Supplemental Response: In its initial response, NLA mistakenly stated that "there are no written agreements between NLA and DSR." As reflected in the documents in NLA's Supplemental Attachment No. 5, which is attached hereto, NLA and DSR are parties to a May 1, 2016, Junction Interchange Location Agreement. In addition, KCS and NLA are parties to an Interchange Agreement, dated October 3, 2016, that designates Track 700 at Lake Providence, LA as the point of interchange and identifies DSRR as KCS's agent. The "Junction Interchange Update form," dated October 4, 2016, reflects KCS as the Interchanging Carrier, and DSRR as the Reporting Carrier. *See also* Email from Dustin Frederickson, October 13, 2016, at 3:47 p.m. to Danny Robbins.

INTERROGATORY NO. 11:

Identify (including origin, destination, date(s) and commodity) all movements of rail freight cars (loaded or empty) over the LPPC Segment.

NLA's Supplemental Response: NLA is producing confidential documents under seal that reflect all movements that extended beyond MP 471 and involved interchange movements with DSR between 2016 and 2017 when DSR unilaterally closed interchange. NLA has no earlier documents involving

earlier movements. See Attachment 4, Confidential NLA Supplemental Response to Interrogatory No. 11.

Prior to 2016, there were no interchange or local movements over the LPPC Segment due to the deteriorated condition of the track at the time LPPC acquired it from DSR. Had there been any local movements, such movements would have had no impact whatsoever on any issue involved herein. Hence, information regarding local movements is neither relevant nor likely to lead to the discovery of admissible evidence related to the issues in this proceeding.

INTERROGATORY No. 13:

Identify by milepost all segments of rail that have been removed (whether by NLA, LPPC, or otherwise) from the LPPC Segment and not immediately replaced. For each such segment of rail, Identify the approximately time period between when the rail was removed and when it was replaced, why the segment of rail was removed, by whom it was removed, and by whom it was replaced.

NLA's Supplemental Response: To clarify the date of the temporary removal of track to accommodate the State of Louisiana's flood control project, a series of contemporaneous emails is submitted in Attachment 6 hereto.

INTERROGATORY NO. 24:

Identify all Communications between Respondents or MPP, on the one hand, and "HDR" on the other, regarding the Grant, the Corridor, the Segment, or the Application, as identified on p. 9 of the Application.

NLA's Supplemental Response: NLA renews its objection to this Request on the grounds that the information sought is not relevant to any issue involved in this case, which concerns DSR's refusal within a reasonable time to make the necessary efforts to provide adequate service to shippers who wish to receive rail service over the Segment. The validity of the INFRA Grant

Application that HDR helped to prepare has not been challenged by NLA or DSR and is not at issue in the instant proceeding. And as proved by the documents that are being produced, DSR was an active participant in assembling the information upon which HDR relied.

In further response, NLA adopts by reference the series of emails in response to Interrogatory No. 24 that reflect service on NLA, Danny Robbins and/or Tim Robbins that were previously forwarded by SEAEDD and LPPC to counsel for DSR on February 25, 2021. *See* Batch 2 through 7. Additional supplementary documents that relate to Interrogatory No. 24 are reproduced in NLA Attachment 3.

Interrogatories 15, 16, 17, and 27

NLA adopts by reference the series of emails previously forwarded by SEAEDD and LPPC to counsel for DSR on February 25, 2021, in response to Interrogatories 15, 16, 17 and 24 that either reflect service on NLA, Danny Robbins and/or Tim Robbins or authorship of Danny and/or Tim Robbins. *See* Batches 2 through 7. Pursuant to the understanding with counsel for DSR, NLA has adopted SEAEDD's and LPPC's response and production of documents regarding Interrogatory 27, which seeks versions of the Consortium Agreement referenced at p. 11 of the Application.

Respectfully submitted,

/s/Richard H. Streeter

Richard H. Streeter
Law Office of Richard H. Streeter
5255 Partridge Lane, N.W.
Washington, D.C. 20016
(202) 363-2011
rhstreeter@gmail.com

Dated: June 15, 2021

Certificate of Service

I, Richard H. Streeter, do hereby certify that on this 15th day of June 2021, I served a true copy of the foregoing on Thomas J. Healey, counsel for Delta Southern at THealey@fletcher-sippel.com.

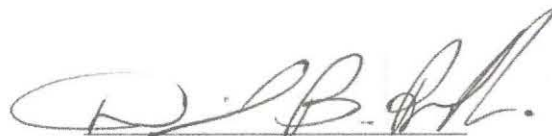
/s/Richard H. Streeter

AFFIDAVIT

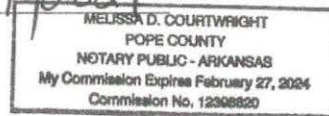
STATE OF ARKANSAS)
) ss:
COUNTY OF POPE)

Daniel B. Robbins, being duly sworn, states that he is the Vice President of North Louisiana & Arkansas Railroad (NLA), and that the Supplemental Responses to Interrogatories are known to him to be true and that the same are true as stated. He further states to the best of his knowledge and belief that after multiple searches of NLA's records that all documents in NLA's possession that relate to the Interrogatories have been provided to DSR's attorney or have been filed under seal subject to the grant of a Protective Order by the Board.

FURTHER SAYETH THE AFFIANT NOT.


Daniel B. Robbins

Subscribed and sworn to before me this 15th day of June, 2021.
Notary Public of
My Commission expires 02/27/2024



NLA Attachment 5
Supplemental Response to Interrogatory 7

Thank You,

Missy Courtwright
Office/Customer Service Manager
Arkansas Short Line Railroads, Inc.
479-968-6455 office|479-968-2634 fax|479-857-6104 cell

From: Missy Courtwright [<mailto:billing@dr railroad.com>]
Sent: Tuesday, February 09, 2016 3:16 PM
To: 'craig.huff@deltasouthernrr.com'
Subject: Junction Interchange Update Form

Mr. Huff,

If you could please complete the bottom portion of the form and either fax or email back to me.

Thank You,

Missy Courtwright
Office/Customer Service Manager
Arkansas Short Line Railroads, Inc.
479-968-6455 office|479-968-2634 fax|479-857-6104 cell

From: Craig Huff <Craig.Huff@deltasouthernrr.com>

Sent: Tuesday, February 09, 2016 5:02 PM

To: Missy Courtwright <billing@drailroad.com>

Subject: RE: Junction Interchange Update Form

Missy,

Attached you'll find a signed copy of the interchanged form.

Let me know if you need anything else.

Thanks,

FORM AD 103

JUNCTION INTERCHANGE UPDATE FORM

Junction Industry Reference File

FAX completed form to the
RAILINC at (919) 651-5191

JUNCTION - unique identification of the LOCATION of an INTERCHANGE

JUNCTION ABBREVIATION :

STANDARD POINT LOCATION CODE (SPLC) :

JUNCTION LOCATION NAME :

JUNCTION STATE / PROVINCE :

651130(000)

Lake Providence

LA

INTERCHANGE - description of ACTIVITIES between two transportation entities at a JUNCTION

ACTION REQUESTED : A (A = add, C = change, E = expire)

INTERCHANGE TYPE : 0

	INTERCHANGING CARRIER	REPORTING CARRIER	CSM STATION FSAC (when required)
MARK / SCAC 1	NLA	NLA	35
MARK / SCAC 2	DSRR	DSRR	35

DELIVERY ONLY FLAG : N (Y = yes, N = no)

INHIBIT JUNCTION ADVICES : N (Y = yes, N = no)

EFFECTIVE DATE OF ACTION : 2016-05-01 (CCYY-MM-DD)

AGREEMENT - signatures of transportation entity representatives (as required by Interchange TYPE)

	MARK / SCAC 1	MARK / SCAC 2
SIGNATURE	Missy Courtwright	Craig Huff
CONDITIONAL AGREEMENT?	N Y = yes, N = no ; If yes, form MUST be accompanied by a complete description of the conditions of agreement	N Y = yes, N = no ; If yes, form MUST be accompanied by a complete description of the conditions of agreement
NAME (please print)	Missy Courtwright	Craig Huff
COMPANY	North Louisiana & Arkansas	Delta Southern Railroad
PHONE NUMBER	479-968-6455	318-600-4489
FAX NUMBER	479-968-2634	318-537-9356

SUBMISSION - FAX completed form to RAILINC at (919) 651-5191 (or mail to address in the instructions)

Last modified: 9/27/06

From: Missy Courtwright [<mailto:billing@drrailroad.com>]
Sent: Tuesday, February 09, 2016 3:16 PM
To: Craig Huff <Craig.Huff@deltasouthernrr.com>
Subject: Junction Interchange Update Form

Mr. Huff,

If you could please complete the bottom portion of the form and either fax or email back to me.

Thank You,

Missy Courtwright
Office/Customer Service Manager
Arkansas Short Line Railroads, Inc.
479-968-6455 office|479-968-2634 fax|479-857-6104 cell

From: Craig Huff <Craig.Huff@deltasouthernrr.com>
Sent: Thursday, March 17, 2016 1:00 PM
To: Missy Courtwright <billing@drrailroad.com>
Subject: RE: Junction Interchange Update Form

They did and we filled it out over the phone. They have all the info.

Craig Huff
General Manager



Delta Southern Railroad
469 Port Road
Tallulah, LA. 71282
craig.huff@deltasouthernrr.com
Office: 318-600-4489
Mobile: 318-537-5720
Fax: 318-537-9356

From: Missy Courtwright [<mailto:billing@drrailroad.com>]
Sent: Thursday, March 17, 2016 11:04 AM
To: Craig Huff <Craig.Huff@deltasouthernrr.com>
Subject: FW: Junction Interchange Update Form

Mr. Huff,

I know you sent them this form signed back to me but did Railinc contact you in regards to DSRR filling out their own form?

INTERCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2016, by and between THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, hereinafter referred to as "KCS", and NORTH LOUISIANA & ARKANSAS RAILROAD, INC., an Arkansas corporation, hereinafter referred to as "NLA."

WITNESSETH:

WHEREAS, KCS has entered into a certain Haulage Agreement (the "Haulage Agreement") with Delta Southern Railroad Company ("DSRR"), whereby DSRR acts as KCS's agent in the handling of KCS traffic to and from NLA in Lake Providence, Louisiana; and

WHEREAS, it is the desire and intention of KCS and NLA to effect interchange of cars, loaded and empty, between their respective companies at Lake Providence, Louisiana under the following terms and conditions.

NOW, THEREFORE, it is understood and agreed as follows:

1. The Term of this Agreement shall be effective as of the date first written above (the "Effective Date") and shall continue for one (1) year from the Effective Date. Thereafter this Agreement shall be automatically renewed for additional Term(s) of the same length. This Agreement may be terminated by either party, with or without cause, by giving the other party written notice of termination at least thirty (30) days prior to date of termination. The termination or expiration of this Agreement shall not impair the rights or obligations of either party arising under this Agreement prior to such termination or expiration.
2. The NLA-DSRR interchange-designated Track 700 at Lake Providence, LA shall be designated as the point of interchange for the cars to be interchanged between the parties hereto (the "Interchange Trackage"). DSRR will act as KCS's agent in the physical handling of interchange between KCS and NLA in both directions to and from the Interchange Trackage.
3. (a) KCS shall arrange for DSRR as agent for KCS (DSRR and KCS hereinafter collectively referred to as "KCS") to deliver cars to NLA on the Interchange Trackage and such cars shall be considered interchanged to NLA for all purposes at the time DSRR places such cars on the Interchange Trackage and DSRR's locomotive is disconnected therefrom, and said cars are accompanied or preceded by proper forwarding data via electronic data methods pursuant to and as defined by the Association of American Railroads ("AAR").

(b) NLA shall deliver cars to KCS on the Interchange Trackage and such cars shall be considered interchanged for all purposes at the time NLA places such cars on the Interchange Trackage and NLA's locomotive is disconnected therefrom, and said cars are accompanied or preceded by proper forwarding data via electronic data methods pursuant to and as defined by the AAR.

4. The rules of the AAR governing the interchange of cars between railroads shall govern the interchange of cars hereunder.

5. Each party to this Agreement undertakes and agrees, in respect to its use of tracks referred to herein and the operation of equipment and appliances thereon and thereover, to comply with all applicable Federal and State laws and regulations, and all applicable rules, regulations and orders promulgated by any Municipality, Board or Commission with respect to the protection of employees or other persons or parties. If any failure by a party to comply with such regulations, laws and rules shall result in any fine, penalty, cost or charge being assessed, imposed or charged against another party, the offending party agrees promptly to reimburse and indemnify the other party for, or on account of, such fine, penalty, cost or charge; and further agrees in the event of any action shall arise out of the failure to so comply, upon notice thereof being given by such other party, to defend such action free of cost, charge and expense to the other party.

In the event the use of the Interchange Trackage or other tracks shall be interrupted or traffic thereover be delayed at any time from any cause beyond the control of any party to this Agreement, no party shall have any claim against another for liability on account of loss or damage of any kind resulting from such interruption or delay.

6. During the term of this Agreement, NLA shall procure and maintain, at its expense, insurance policies with insurance companies that are authorized to issue policies in the State of Louisiana and are acceptable to KCS for the following coverages and minimum limits:

(a) Railroad Liability Insurance which includes Foreign Line Rolling Stock, Bill of Lading, Federal Employers Liability Act, Limited Seepage and Pollution Coverage; with the following limits: \$5,000,000 per occurrence, \$10,000,000 per Aggregate.

(b) NLA's deductible or self-insured retention with respect to this policy shall not exceed \$100,000.

(c) Where allowable by law, all policies (applying to coverage listed in this Section 7) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

(d) Insurance policies of NLA must, through policy endorsement, include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by KCS. The certificate of insurance must reflect that the above wording is including in evidenced policies.

(e) All policy (ies) required by this Section 7 shall include a severability of interest endorsement and KCS shall be named as additional insured with respect to work performed under this Agreement. Severability of interest and naming KCS as additional insured shall be indicated on the certificate of insurance.

(f) Prior to the initiation of operations under this Agreement, NLA shall furnish to KCS an acceptable certificate(s) of insurance including an original signature of the authorized representatives evidencing the required coverage, endorsements, and amendments and referencing the contract, as well as copies of all applicable insurance policies. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies)

to notify KCS in writing at least thirty (30) days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving KCS arising out of this Agreement, NLA will make available any required policy covering such claim or lawsuit.

(g) Any insurance policy required under this Agreement shall be written by a reputable insurance company acceptable to KCS or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

(h) Any insurance (including, without limitation, self-insurance) obtained by NLA shall not be deemed to release or diminish the liability of NLA including, without limitation, liability under the indemnity provision of this Agreement. Damages recoverable by KCS shall not be limited by the amount of the required insurance coverage.

(i) Any agents, including, but not limited to, DSSR, utilized by NLA in performance of this Agreement must comply with all of the requirements set forth in this Section 7 prior to performing any service covered by this Agreement. If an agent does not comply with all of the requirements set forth in this Section 7, NLA must immediately require such agent to refrain from performing services under this Agreement until such agent has complied with all such requirements. NLA shall immediately notify KCS in writing at any time it or any agent of NLA is not in compliance with the provisions of this Agreement. If, at any time, KCS learns NLA or any agent of NLA is not in compliance with this Agreement, KCS may immediately terminate this Agreement.

(j) If, at any time, NLA, or any agent, fail to retain and maintain the insurance in effect as required by this Section 7, this Agreement shall immediately terminate.

7. NLA agrees to require its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against KCS for all claims and suits arising from the terms or conditions of this Agreement. The certificate of insurance must reflect the waiver of subrogation endorsement. NLA agrees to require its insurers to also waive any right of subrogation against KCS for loss of its owned or leased property or property under the care, custody or control of NLA or its agents.

8. This Agreement shall take effect upon execution by the authorized representative of each of the parties and shall continue in force and effect until terminated by one party serving upon the other parties hereto thirty (30) days' notice in writing to terminate the same. Upon the termination of this Agreement, both parties shall file any necessary supporting documentation with all appropriate agencies in order to effect such termination. No termination of this agreement shall release either party hereto from any liability or obligation that may have been incurred by or that may have accrued against it hereunder during the term of this agreement.

9. Nothing in this agreement shall act to prohibit any party from bringing suit against persons or companies not party hereto if acts of said persons or companies were the sole or partial cause of damages to any party.

10. NLA shall not transfer or assign, in whole or in part, any of its interests or obligations under this Assignment without the prior written consent of KCS. Any unpermitted or attempted unpermitted assignment, in whole or in part, may be terminated

by KCS. No permitted assignment, in whole or in part, shall relieve NLA of any obligations under this Agreement.

11. Any notices, modifications to Agreement, demands, requests, submissions or other communications which are required or permitted to be given pursuant to this Agreement shall be given by one party to another under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the parties may agree, and shall be addressed as follows:

If to NLA:

North Louisiana & Arkansas Railroad, Inc.
4416 S. Arkansas Ave.
Russellville, AR 72802

If to KCS:

The Kansas City Southern Railway Company 427
West 12th Street
Kansas City, MO 64105

12. This Agreement shall be governed and construed in accordance with the laws of the State in Missouri without regard to any conflicts of laws provisions thereof. **FOR ANY PROPER PURPOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY AGREE TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN DALLAS, TEXAS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.**

13. The indemnification obligations occurring under this Agreement prior to its expiration or termination shall survive such expiration or termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

**THE KANSAS CITY SOUTHERN RAILWAY
COMPANY**

BY: 

TITLE: VP Transportation

NORTH LOUISIANA & ARKANSAS RAILROAD, INC.

BY: 

TITLE: Vice President

FORM AD 103
JUNCTION INTERCHANGE UPDATE FORM
Junction Industry Reference File

FAX completed form to the
RAILINC at (919) 651-5191

JUNCTION—unique identification of the LOCATION of an INTERCHANGE

JUNCTION ABBREVIATION:
STANDARD POINT LOCATION CODE (SPLC): ()
JUNCTION LOCATION NAME: LAKE PROVIDENCE
JUNCTION STATE / PROVINCE:

INTERCHANGE—description of ACTIVITIES between two transportation entities at a JUNCTION

ACTION REQUESTED: (A = add, C = change, E = expire)
INTERCHANGE TYPE:

Double-Click for
form Instructions



	INTERCHANGING CARRIER				REPORTING CARRIER				CSM STATION FSAC (when required, 5-digit)				
MARK / SCAC 1:	K	E	S		D	S	R	R	0	1	1	6	2
MARK / SCAC 2:	N	L	A		N	L	A		0	0	0	3	5

DELIVERY ONLY FLAG: (Y = yes, N = no)
INHIBIT JUNCTION ADVICES: (Y = yes, N = no)
EFFECTIVE DATE OF ACTION: (CCYY-MM-DD)

AGREEMENT—signatures of transportation entity representatives (as required by Interchange TYPE)

	MARK / SCAC 1	MARK / SCAC 2
SIGNATURE:	<u>Mary Lynn Villanueva</u>	
CONDITIONAL AGREEMENT?:	☒ Y = yes, N = no ; If yes, form MUST be accompanied by a complete description of the conditions of agreement	☐ Y = yes, N = no ; If yes, form MUST be accompanied by a complete description of the conditions of agreement
NAME: (please print)	<u>MARY LYNN VILLANUEVA</u>	
COMPANY:	<u>THE KANSAS CITY SOUTHERN RAILWAY</u>	
E-MAIL:	<u>mvillanueva@kcsouthern.com</u>	
PHONE NUMBER:	(8 1 6) 9 8 3 - 1 5 3 5 () -	
FAX NUMBER:	(8 1 6) 9 8 3 - 1 2 2 7 () -	

SUBMISSION—FAX completed form to RAILINC at (919) 651-5191 (or email to AAR_PS@railinc.com)

Last modified: July 27, 2012

From: Danny Robbins [<mailto:dan@dr railroad.com>]
Sent: Friday, October 21, 2016 11:29 AM
To: 'Missy Courtwright'
Subject: FW: Interchange Agreement

We need to print this and sign it

From: Dustin Frederickson [<mailto:DFrederickson@KCSouthern.com>]
Sent: Thursday, October 20, 2016 11:08 AM
To: Danny Robbins (dan@dr railroad.com)
Subject: RE: Interchange Agreement

Have a chance to fill out and sign this form yet?

Dustin

From: Dustin Frederickson
Sent: Thursday, October 13, 2016 3:47 PM
To: 'Danny Robbins (dan@dr railroad.com)' <dan@dr railroad.com>
Subject: RE: Interchange Agreement

Danny,

Attached is the Junction Interchange Update form so the KCS LAKPR NLA (and reverse) route can be published. Please fill out the bottom section and email back to me. Our Joint Facilities team will send off to Railinc to publish.

Thank you,

Dustin Frederickson
Sales & Market Account Manager | Energy & Short Line Relations
Kansas City Southern Railway
T: (816) 983-2032 | C: (314) 681-2928
dfrederickson@kcsouthern.com | www.kcsouthern.com

From: Dustin Frederickson
Sent: Thursday, October 13, 2016 1:48 PM
To: Danny Robbins (dan@dr railroad.com)
Subject: Interchange Agreement

Danny,

Attached is fully executed KCS-NLA Interchange Agreement. I sent you an original copy in the mail today.

Thank you,

Dustin Frederickson

Sales & Market Account Manager | Energy & Short Line Relations

Kansas City Southern Railway

T: (816) 983-2032 | C: (314) 681-2928

dfrederickson@kcsouthern.com | www.kcsouthern.com

From: Danny Robbins [<mailto:dan@dr railroad.com>]
Sent: Monday, October 31, 2016 10:53 AM
To: 'Dustin Frederickson'
Subject: RE: NLA customers accessible by KCS

All of those are correct except that East Carroll Lumber is closing

From: Dustin Frederickson [<mailto:DFrederickson@KCSouthern.com>]
Sent: Monday, October 31, 2016 10:48 AM
To: Danny Robbins (dan@dr railroad.com)
Subject: NLA customers accessible by KCS

Danny,

I would like to distribute a list of NLA-served industries to my Sales & Marketing groups to let them know what customers KCS can now access on NLA. The below list is what we have published on our website for the NLA Short Line Profile. I believe you worked with Shana in our Market Research group to get to this list.

Is this list up to date? I only see a few of them published in SCRS.
Also could you provide station location, any known commodities handled, and if they ship rail today?

<http://www.kcsouthern.com/en-us/pdf/short-line/nla-north-louisiana-and-arkansas-railroad.pdf>



Thank you,

Dustin Frederickson
Sales & Market Account Manager | Energy & Short Line Relations
Kansas City Southern Railway
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NLA Attachment 6
Supplemental Response to Interrogatory No. 13
and Production of Documents

**NLA Attachment 6
Supplemental Response to Interrogatory No. 13**

From: Clay Ratcliff [<mailto:cratcliff@complexchemical.com>]

Sent: Wednesday, March 1, 2017 8:58 AM

To: Johnson, Richard <Richard.Johnson@lubrizol.com>

Cc: Perry, Gaylin <Gaylin.Perry@lubrizol.com>

Subject: Empty cars

Importance: High

Richard/Gaylin,

We now have 2 more empty cars that are coming into Complex from UP at McGehee. UTLX 649695 and GATX 22576 Please advise if there are any more that will return on this route. The track is about to be closed and anymore will be stuck.

Please advise ASAP,

Clay Ratcliff

Complex Chemical Co, Inc.

177 Complex Chemical Road

Tallulah, LA 71282

Phone (318) 574-0382

Fax (318) 574-0816

From: Danny Robbins [<mailto:dan@dr railroad.com>]

Sent: Wednesday, March 08, 2017 1:50 PM

To: 'Charles Booth'; 'Clay Ratcliff'; 'Ryan Atkins'; 'Craig Huff (Craig.Huff@deltasouthernrr.com)'; 'Kathy McHand (kathy.mchand@deltasouthernrr.com)'

Cc: 'dan.b.robbs@gmail.com'; 'billing@dr railroad.com'; 'Jerry Melton'; 'Gene Cox'; 'AKMD-CS'

Subject: RE: Empty cars

The 2 cars delivered on March 1 and March 3 are in Lake Providence and will be delivered to DSRR Monday. We are making a special light locomotive move to bring down GATX22576 for Monday as well. UTLX641993 is in Lake Providence at the Port and will be delivered Monday as well. After the delivery and pickup on 3-13 the NLA will be closed in Lake Providence for a few weeks to replace a concrete box culvert.