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Office of Proceedings

November 30, 2023

Part of

Public Record

November 30, 2023

Ms. Cynthia T. Brown
Chief, Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: STB FD 36447, *Lake Providence Port Commission—Feeder Line Application-Line of Delta Southern R.R. Located in East Carroll And Madison Parishes, LA.*

Dear Ms. Brown:

In order to comply with the requirements imposed by the Board in its Decision served November 20, 2023, the following documents have been duly filed with the Board and served on all the required parties in compliance with 49 C.F.R. § 1151.2(a) and § 1151.3(a)(16), including ALJ McCarthy.

- (1) Certificate of Service of Richard H. Streeter in compliance with 49 C.F.R. 1151.2(a) and 1151.3(a)(16). Note that this relates to the filing and service of LPPC's Amended Feeder Line Application on January 4, 2023.
- (2) Verified Statement of Wyly Gilfoil which verifies all statements of fact that were identified by the Board in its Decision, served November 20, 2023, that were not formally verified in LPPC's Amended Feeder Line Application.
- (3) Second Amended Railway Lease Agreement By and Between LPPC and NLA.
- (4) Certificate of Service of Service by Richard H. Streeter in Compliance with the Decision of the Surface Transportation Board, served November 20, 2023, that requires LPPC, to the extent that it has not already done so, to serve copies of all LPPC filings in this docket that post-date the amended application on all entities specified under 49 C.F.R. 1152.1(a). As noted in item (1), the other filings listed on page 13 of the Board's Decision have already been served. As indicated on the Board's website, LPPC has filed a total of eight documents after filing the amended feeder line application.

Yours truly,

/s/ Richard H. Streeter

Certificate of Service in compliance with 49 C.F.R. § 1151.2(a)
and 1151.3(a)(16).

I, Richard H. Streeter, do hereby certify that, on January 4, 2023,
consistent with the provisions of 49 C.F.R. § 1151.2(a), true copies of the
Amended Feeder Line Application of the Lake Providence Port Commission in
FD 36447, *Lake Providence Port Commission-Feeder Line Application-Line of
Delta Southern Railroad Located in East Carroll and Madison Parishes, LA* were
served by first-class mail, postage prepaid, on all applicable entities:

(1) The owning railroad:

Delta Southern Railroad, Inc.
c/o Thomas Healey
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208

(2) All rail patrons who originated and/or received traffic on the line during
The 12-month period preceding the month in which the amended
application was filed:

Jose Hernandez - Helena Agri Services
c/o Kimmeka Epps - Secretary/Treasurer
Madison Parish Port Commission
P.O. Box 591
1603 Felicia Dr.
Tallulah, LA 71284-0591

Dan Militaru
Rail Vehicle Services
389 Port Rd
Tallulah, LA 71282

Jerry J. Melton
177 Complex Chemical Road
Complex Chemical Co.
Tallulah, LA 71282

Neil Martin
Terral River Service, Inc.
466 Port Road
Tallulah, La 71282

(3) The designated State agency in the State where the property is located:

Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, Louisiana 70802

(4) County governments where the line is located:

East Carroll Parish
400 First St.
Lake Providence, LA 71254

Madison Parish
100 North Cedar St.
Tallulah, LA

(5) The National Railroad Passenger Corporation (Amtrak)

Not applicable because Amtrak does not operate on the line.

(6) And the national offices of rail unions with employees on the line.

Not applicable as there are no union employees on the line.

I, Richard H. Streeter, do further certify, pursuant to the requirements of
49 C.F.R. § 151.3(a)(16) that said service met all of the service requirements of
49 C.F.R. § 1151.2(a),

Richard H. Streeter

/s/ Richard H. Streeter

Richard H. Streeter
Counsel to the Lake Providence
Port Commission

**Before the
SURFACE TRANSPORTATION BOARD**

STB Docket FD No. 36447

**Lake Providence Port Commission—Feeder Line Application--LINE OF
DELTA SOUTHERN RAILROAD LOCATED IN EAST CARROLL AND
MADISON PARISHES, LOUISIANA**

VERIFIED STATEMENT OF WYLY GILFOIL

1. My name is Wyly Gilfoil. I am the Port Director for the Lake Providence Port Commission ("LPPC"), the Applicant herein. I have personal knowledge of the facts stated herein and am duly authorized to present this Verified Statement on behalf of LPPC in response to the Decision of the Board in the above-referenced proceeding served November 20, 2023.

2. I have reviewed all statements of fact in LPPC's Amended Feeder Application, filed January 4, 2023, that were identified by the Board at note 24 of its Decision as having not been specifically substantiated by a previously filed verified statement filed with LPPC's Amended Feeder Application. I hereby verify all statements in LPPC's Amended Feeder Application that respond to the requirements set forth in 49 C.F.R. § 1151.3(a). In addition, I am submitting a true copy of the Second Amended Lease that LPPC has entered into with North Louisiana & Arkansas Railroad, Inc. ("NLA") that includes the additional mileage that LPPC seeks to acquire in this proceeding.

3. In particular, I hereby verify the responses in the Amended Feeder Application that are responsive to the following provisions that have been noted at page 12, note 24 of the Board's decision:

A. 1151.3(a)(3)(i) & (ii): Because LPPC is a governmental agency of the State of Louisiana, the Board's regulations presume that it is financially responsible. 49 CFR § 1152.27(c)(1)(ii)(B). Moreover, LPPC has the ability to cover expenses associated with providing services over the line (including, but not limited to, operating costs, rents, and taxes, for at least three (3) years after acquisition of the line.

B. 1151.3(a)(5): LPPC offers to buy the line at its constitutional minimum value as determined by the Board. The CMV in this case equals the GCV of \$778,451.

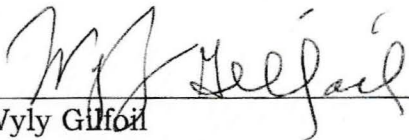
C. 1151.3(a)(9): LPPC is not seeking STB approval of any preconditions at this time. Absent the STB's approval, no preconditions will be placed upon shippers.

D. 1151.3(a)(10): LPPC will bear the entire cost of acquisition as described above and does not anticipate that any form of subsidization will be required.

E. 1151.3(a)(15): NLA, as LPPC's operator, will offer to hire all of DSRR's current operating employees who may be displaced by the sale.

Verification Page

I, Wyly Gilfoil, declare under penalty of perjury that the foregoing statements submitted in the Amended Feeder Line Application filed by the Lake Providence Port Commission on January 4, 2023, are true and correct to the best of my knowledge and belief. I further certify that in my capacity as Port Director of the Lake Providence Port, I am qualified to sponsor this testimony. Executed this 28th day of November 2023.



Wyly Gilfoil

Second Amended Railway Lease Agreement

By and Between

Lake Providence Port Commission
And
North Louisiana & Arkansas Railroad, Inc.

LEASE AGREEMENT

This Lease agreement ("Lease") made on January 4, 2023, between Lake Providence Port Commission, a political subdivision of the State of Louisiana, with its principal office located at 409 Port Road, Lake Providence, Louisiana 71254, ("LPPC or "Lessor") and North Louisiana & Arkansas Railroad, Inc., a corporation organized and existing under the laws of Arkansas, with its principal office located at 4416 South Arkansas Ave., Russellville, Arkansas 72802, ("NLA" or "Lessee").

RECITALS

- A. Lessor owns a 36.2 mile line of railroad between milepost 454.8 at or near the Louisiana/Arkansas border, to milepost 491.0 at or near East Carroll Parish, and Madison Parish Louisiana (full property to be leased, including that as listed in paragraph 1.2, below, shall be referred to as "Railway").
- B. Lessor acquired the 8.0-mile portion of the Railway between milepost 463.0 near Shelburn, and milepost 471.0 at or near East Carroll Parish, Louisiana, from Delta Southern Railroad, Inc. ("DSR") pursuant to an offer of financial assistance approved by the Surface Transportation Board ("STB") in STB Docket No. AB 384 (Sub-No. 2X).
- C. Lessor acquired the abandoned 8.2-mile portion of the Railway between milepost 463.0 near Shelburn, and milepost 454.8 at or near the Louisiana / Arkansas border from DSR.
- D. Lessor anticipates the acquisition of an additional 27.44 miles between milepost 471.0 to milepost 498.44 from DSR in STB Docket No. 36447.
- E. Lessor does not operate as a carrier on the Railway.
- F. Lessee desires to lease the Railway from Lessor for operation of a railroad, and to provide common carrier service.
- G. Lessor desires to lease the Railway, to the Lessee.
- H. It is understood and acknowledged that portions of the Railway are currently inoperable and must be rehabilitated before railroad common carrier service can be provided.

- I. Upon the Effective Date as described in paragraph 2.1, below, this Agreement shall replace any other Agreement between the Parties.

NOW THEREFORE, In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Lease, the parties agree as follows:

SECTION ONE. Description of Leased Premises

1.1 All of the above paragraphs are incorporated into this Lease as if fully re-written.

1.2 Lessor leases to Lessee, its successors and assigns, the Railway as described in Exhibit "A", together with all rights of way, station and terminal facilities, easements, crossings, switches, tracks, bridges, structures, fixtures or personal property that are appurtenant to the premises in which Lessor may have a present interest.

1.3 Lessee accepts the Railway in its current condition "AS IS, WHERE IS" with all faults, and without any representation or warranty of Lessor as to the condition or quality of the Railway, or its fitness for use for rail operations.

1.4 Lessor shall, during the initial term of this Lease, at Lessor's sole cost and expense, rehabilitate the Railway to FRA Class 1 condition, subject to the availability of public funding and appropriations. Lessor may elect, subject to the availability of public funding and appropriations, to make additional improvements to the Railway to bring the Railway to FRA Class 2 condition. The Lessee shall maintain the Railway to whatever class standards have been achieved by Lessor. If Lessor fails to rehabilitate the Railway to FRA Class 1 standards, then Lessee may, at its option but without any obligation to do so, after giving Lessor 30 days advance notice, rebuild and rehabilitate the Railway. Such costs for rebuilding and rehabilitating the Railway shall be deemed "Capitalized Maintenance Costs." All such Capitalized Maintenance costs incurred by Lessee shall be deducted on a monthly basis from sums that are due Lessor pursuant to the provisions of Section Three below. Should Lessor terminate the Lease prior to full recovery of such costs, Lessor shall pay the balance due Lessee within thirty (30) days of termination. Should Lessee terminate the Lease prior to full recovery of such costs, Lessee shall forfeit its right to repayment of any balance then due.

1.5 Lessor shall have the right to inspect the Railway, together with Lessee, to determine whether the Railway has been maintained in

accordance with the Lease. Should the parties disagree as to whether the Railway has been maintained in accordance with the Lease, the dispute shall be resolved by a Federal Railroad Administration track inspector. If the track inspector determines that the Railway has not been maintained in accordance with the Lease, Lessee shall be given sixty (60) days to cure defects.

SECTION TWO. Term and Termination

2.1 The initial term of this Lease shall be for a ten (10) year period, beginning on the Effective Date of the Surface Transportation Board's ("STB") decision authorizing Lessee to lease and operate the Railway ("Commencement Date"), and ending ten (10) years later.

2.2 The term of this Lease and the Termination Date shall be automatically extended for up to three additional ten (10) year periods under the same terms and conditions as contained herein unless terminated as set forth in Section 2.3.

2.3 Either party may terminate this Lease at the end of a term by providing written notice thereof to the other party at least three hundred and sixty five (365) days prior to the end of the then current Term.

2.4 All accrued obligations, including all indemnification obligations in this Lease, shall survive the termination of the Lease.

SECTION THREE. Rent-Percentage of Revenue as Lease Payment

3.1 Lessee shall pay to Lessor during the Term of this Agreement the sum of the following amounts:

- a. 10 percent (10%) of the freight revenue for traffic originated or terminated on the Leased Premises.
- b. 5% of freight revenue for bridged traffic crossing the line.
- c. For purpose of this Lease, traffic between Madison Parish and Union Pacific shall be considered originating and terminating traffic.
- d. "Freight revenue" is defined herein to mean payment received by NLA for the transportation and storage of railcars, but excludes switching and weighing charges, demurrage and energy surcharge payments.

3.2 Payment of rent shall be due monthly on the last Thursday of every month for the prior month's revenue car movements. Lessee shall file with Lessor a monthly inventory of prior month's revenue car movement with Lessee's monthly rental payment. Rent shall be considered delinquent if not paid within thirty (30) days of the date payment is due to Lessor. If Lessee fails to pay any installment of rent and such payment shall become delinquent, simple interest at the rate of ten percent (10%) per year shall be added to any such overdue installment from the due date to the date of payment.

3.3 Lessor shall be permitted to audit the books and records of Lessee on reasonable notice during regular business hours.

SECTION FOUR. Lessee's Rights and Duties

4.1 Subject to Lessor's Reserved Rights as set forth in SECTION TWELVE below, Lessee shall have management and control of the operation and maintenance of the Railway. Lessee shall have the right to use the Railway as frequently and in any manner that Lessee shall deem proper, provided that Lessee shall operate freight rail service in such a manner to meet its common carrier obligations. Lessee shall operate all rail freight service with its own employees and with its own or leased locomotives and other equipment, Lessee may erect, construct or install any structures, guards or devices at Lessee's expense, to facilitate the operation or safety of Lessee's equipment on the Railway. Improvements made by Lessee to the right-of-way, track and related permanent structures as part of any rehabilitation project or through normal maintenance, whether treated as capital expenditures or operating expenses under STB accounting rules, shall become the property of Lessor following payment of any amount due Lessee pursuant to Section 1.4 above. Disposition of other structures upon termination shall be as set forth in SECTION ELEVEN below.

4.2 Lessee shall keep all rails, facilities and equipment leased to Lessee by Lessor and all equipment installed by Lessee in a clean and operational condition and shall be responsible for the maintenance and repair of all such rails, facilities and equipment. Tracks and rail facilities shall be maintained in the FRA condition as set forth in SECTION ONE above. Lessee shall promptly give the FRA notice under 49 CFR 213 and 49 CFR 237, that Lessee will be responsible for the maintenance of the track and bridges which are part of the Railway.

4.3 Subject to the provisions in Sections 1.5 above and 4.5 below, if Lessee

fails to maintain and repair the tracks and rail facilities as set forth in Section 4.2, then Lessor may terminate this Lease, or Lessor may, in its sole discretion, arrange for a qualified contractor to perform such maintenance and repair under the supervision of Lessee. In such event, Lessee shall reimburse Lessor for any expenses incurred by Lessor in maintenance and repair of the Railway within thirty (30) days.

4.4 In conjunction with its maintenance and repair activities, Lessee hereby acquires the right, subject to Lessor's concurrence, to remove, replace or relay elements of the track or structure in the interest of cost and/or operating efficiency, provided that a continuous and useful transportation facility is maintained. Proceeds from any salvaged material shall be paid to Lessor together with the next monthly rental payment paid under Section 3.2, or such later date as the Lessor may agree to in writing, if such proceeds are not used by Lessee for purchase of material in support of maintenance or repair of the Railway.

4.5 The parties shall, at least once annually, jointly inspect the Railway to determine whether it has been maintained in accordance with this Agreement. Resolution of any disagreement shall be made in accordance with Section 1.5 above.

4.6 Lessee in its use of the Railway and its operations will comply with all Federal laws and regulations applicable to it and to the Railway, including without limitation regulations promulgated by the FRA, and with State and local law and ordinances that are not preempted by Federal law.

4.7 Lessee will, within thirty (30) days of the execution of this Lease, file with the STB for authority to lease and operate the Railway. Lessee shall not be required to conduct for-hire railroad common carrier operations until Lessee determines that it is reasonably safe to operate over the Railway.

SECTION FIVE. Quiet Enjoyment

Lessor shall not interfere with Lessee's quiet enjoyment of the Railway, nor shall Lessor interfere with Lessee's business operations so long as Lessee is in compliance with the terms of this Lease.

SECTION SIX. Taxes

6.1 Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all personal property taxes, assessments

(including special assessments) or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the ownership or use of the Railway or any part thereof, the revenues earned by Lessee in connection with its use of the Railway, or any motive power, rolling stock or other equipment or personal property of Lessee.

6.2 Lessor shall be responsible for taxes on all Railway real property and any structures affixed thereto. For the purposes of this Lease, the tracks and other track materials and rail facilities shall be considered as "affixed" to the real property.

SECTION SEVEN. Utilities

Lessee shall arrange for and bear the cost of all utility services furnished to the Railway during the term of the Lease.

SECTION EIGHT Insurance

8.1 Lessee shall insure and keep insured the property of Lessor covered by this Lease, with Railroad Liability insurance in the amount of ten million dollars (\$10,000,000) for any single accident or occurrence, or in the aggregate. All insurance shall be carried with good, solvent and reputable companies authorized to do business in the State of Louisiana.

8.2 LPPC shall be named as additional insured on all such policies. Such insurance shall include contractual liability insurance covering Lessee's liability under the Lease, including under SECTION NINE. Certificate(s) of insurance shall be delivered to Lessor as proof of compliance with this Section. The certificate(s) shall provide that the insurance will not be terminated, cancelled or materially modified without 30 days' written notice to Lessor.

8.3 Lessee agrees, and shall require all persons entering upon or performing work on the Railway ("contractors") under any agreement with Lessee to agree to hold harmless and indemnify Lessor, its officers, agents, servants and employees from and against any liability, loss, claim or expense for bodily injury or death to any persons or damage to any property (including property of or under the control of Lessor) arising out of any act of omission of such contractor on or in connection with the Railway, irrespective of the fault, failure or negligence (other than sole negligence) of Lessor. Lessee shall also require any such person to secure and maintain in effect at all times during the performance of such work on the Railway a contractual liability insurance policy insuring such person against liability under this Section 8.2. Lessee shall provide to Lessor a copy of all such policies or certificates of such insurance upon request.

8.3 If Lessee fails to maintain and provide the required insurance as set forth herein, the Lessor may terminate this Lease.

SECTION NINE. Indemnity

9.1 Lessee shall indemnify, defend and hold harmless LPPC, its officers, agents, servants and employees against all liability, loss, claim or expense for personal injury or property damage (including to the Railway), including without limitation any environmental harm or damage, arising from any act or omission of Lessee in its performance of its rights, responsibilities and duties under the Lease, including without the limitation the operation of a railroad on, and all other uses of the Railway, irrespective of the fault, failure or negligence (other than the sole gross negligence) of LPPC.

9.2 Lessor shall indemnify, defend and hold harmless Lessee, its officers, agents, servants and employees against all liability, loss, claim or expense for personal injury or property damage (including to the Railway), including without limitation any environmental harm or damage, arising from the sole gross negligence of Lessor.

SECTION TEN. De fault

If Lessee shall file for bankruptcy or be placed in bankruptcy by its creditors, shall fail to pay the rent required by this Lease when due, or shall fail to perform the conditions of this Lease and that failure shall continue for a period of ninety (90) days after written notification by Lessor, then Lessor may either bring a legal action for damages, or provide Lessee with written notice of termination of the Lease.

SECTION ELEVEN. Return of Property on Termination

11.1 If this Lease is terminated (either by default, mutual agreement or upon expiration of the Term), Lessee shall return the Railway to Lessor in the same condition as required under the Lease at the time of termination, normal wear and tear excepted. Lessee may remove any structures or equipment (other than the items described below that are integral to the Railway) that Lessee placed on the Railway, at Lessee's expense, providing Lessee returns the Railway to Lessor undamaged and in proper operating condition, including all tracks, ties, other track materials, signals and any other materials required for the Railway to be operable. If Lessee does not remove any structure or equipment placed on the Railway by Lessee, Lessor shall have the option to either treat the property as being part of the Railway and belonging to Lessor, or to remove the property at Lessee's expense.

11.2 In the event of any termination of this Agreement, at its sole cost and expense, Lessee will promptly seek any necessary authority to discontinue rail service from the Surface Transportation Board or any successor in interest to the Board. If Lessee fails to do so, Lessor may seek such authority on behalf of Lessee, and Lessee shall reimburse Lessor for all reasonable costs (including filing fees and attorneys' fees) incurred by Lessor. If the Lease is terminated in full compliance with the provisions set forth herein, Lessee shall not oppose the efforts of any rail carrier designated by Lessor to operate the Railway to obtain authority from the STB or its successor to provide service over the Railway.

11.3 All accrued obligations shall survive the termination of this Agreement. Further, the indemnifications set forth in Section Nine shall survive termination of this Agreement.

SECTION TWELVE. Lessor's Retained Rights

12.1 Except for agreements relating to the handling of freight traffic, all revenues arising from existing easements, licenses or agreements for use of the Railway, including but not limited to rents, license fees, and other revenues paid by utilities or other parties occupying a portion of the Railway with poles and wires, and rental and fees for sign boards, platform locations, driveways, storage facilities, pipe line crossings, water rights, land rents, building rents, and water tank rents, shall be property of Lessor. Lessor shall have the obligation to enforce and administer such agreements, and to collect any and all amounts as they become due.

12.2 Subject to Lessee's veto for cause stated, Lessor reserves the exclusive right to create new agreements for crossings or occupancies, under or otherwise on the Railway, whether by license, permit, easement or lease; provided however, no such agreements shall be entered into by Lessor if it is reasonably determined by the parties that such use would materially interfere with Lessee's ability to perform rail service. Lessee may veto any proposed agreement only if the crossing or occupancy does not meet Lessee's engineering standards. Any agreement involving occupancy of the Railway shall be substantially on terms and in a form substantially similar to existing agreements, including protection of Lessee as the rail operator. No cost or expense, including any maintenance or rehabilitation expense of the occupancies, shall be allocated to or borne by Lessee as a result of any such occupancy. All income from such new agreements shall be the property of Lessor.

12.3 Lessor agrees to require the occupier or transferee under any new agreement to indemnify and hold harmless, Lessee, from and against any and all loss of life or injury to any persons and any loss of or damage to the property of any person arising out of the use of the Railway, unless such loss of life or injury to persons or loss of damage to property is caused by the negligence or misconduct of Lessee.

12.4 Lessor reserves the right to amend this Agreement at any time, in its sole discretion, to exclude from the Railway any real property for the purpose of conveying such property to a third party, provided that the conveyance of such property will not materially interfere with Lessee's continuing freight rail service. Lessor shall notify Lessee in writing of any intent to convey property to a third party. Should Lessee determine that any conveyance will materially interfere with Lessee's continuing freight rail service, it shall notify Lessor of its determination in writing within 10 business days of receipt of Lessor's notification. Should the parties be unable to resolve any issue regarding material interference, the parties, individually or jointly, may seek a declaratory judgment from a court with the requisite jurisdiction to resolve the issue.

SECTION THIRTEEN. Notices

All notices, demands or other writings in this Lease provided to be given or made or sent, or that may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

If to Lessee:

Daniel B. Robbins
4416 South Arkansas Ave.
Russellville, AR 72802

If to Lessor:

Wyly Gilfoil
Lake Providence Port
Commission 409 Port Road
Lake Providence, Louisiana
71254

Either party may change its address by giving notice to the other party as provided herein.

SECTION FOURTEEN. Governing Law - Jurisdiction

This Lease shall be governed by, construed and enforced in accordance with the laws of Louisiana, and jurisdiction over any matter related to this Lease shall be in East Carroll Parish, Louisiana.

SECTION FIFTEEN. Time is of the Essence

Time is of the essence of this Lease agreement.

SECTION SIXTEEN. Confidentiality

16.1 This Agreement is strictly confidential between the parties. No party shall disclose the terms and conditions of this Agreement other than as required by law or legal requirements, or as otherwise agreed in writing between the parties. The party making disclosure will notify the other parties in advance of such disclosure.

16.2 If requested by either party, and as permitted by law, a memorandum of lease may be recorded in the public records of East Carroll Parrish.

SECTION SEVENTEEN. Assignment and Subleasing

Lessee may not assign this Agreement or any interest therein, or sublease the Railway, or any right or privilege pertinent thereto, without the prior written consent of the Lessor, which consent may be withheld by Lessor for cause. Any attempted assignment or sublease without the prior written consent of the Lessor shall be null and void.

SECTION EIGHTEEN. Force Majure

Lessee shall have no obligation to operate over any portion of the Leased Premises as to which it is prevented from operating by Acts of God, including pandemic, public authority, strikes, riots, labor disputes, or any cause beyond its control; provided, however, Lessee shall use its best efforts to take whatever action is necessary or appropriate to be able to resume its operations. In the event of damage or destruction caused by an Act of God, Lessee shall commence repairs within ten (10) days of the occurrence causing same and shall pursue such repairs with reasonable diligence.

SECTION NINETEEN. Entire Agreement

This Lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

SECTION TWENTY. Modification of Agreement

Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if reduced to writing and signed by each party or an authorized representative of each party.

(INTENTIONALLY LEFT BLANK)

The parties have executed this Lease before witnesses on the day and year first written above.

Lessor:

Lake Providence Port Commission

By: James A. Thom IV
JAMES A THOM IV

Its President

Witnesses:

William W. Siefer
W. Siefer

Lessee:

North Louisiana & Arkansas Railroad, Inc.

By: Daniel B. Robbins
Daniel B. Robbins

Its Vice President

Witnesses

Benny J. Adams
Benny J. Adams

Acknowledgement

State of Arkansas)
) SS
County of Pope)

On this 4th day of January, 2023, before me, Melissa Courtwright, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Daniel B Robbins, being the person authorized by said corporation to execute such instrument, stating their respective capacities in that behalf, and to me personally well known, who stated that he was the Vice President the North Louisiana and Arkansas Railroad, Inc., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of January 2023.


Notary Signature

Melissa Courtwright
Printed Name



Acknowledgement

State of Louisiana)
) SS
Parish of East Carroll)

On this 4th day of January, 2023, before me, a Notary Public, duly commissioned, qualified and acting, within and for said Parish and State, appeared in person the within named James A. Thom IV being the person authorized by said corporation to execute such instrument, stating their respective capacities in that behalf, and to me personally well known, who stated that he was the President of the Lake Providence Port Commission, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of January 2023.

At Death
My Commission expires

Debra Hopkins
Notary Signature
Debra Hopkins
Notary Public, ID# 33041
Printed Name East Carroll Parish, Louisiana
Commission Expires at Death

EXHIBIT A

LEASED PROPERTY

All rights, title and interest which the Lake Providence Port Commission (hereinafter, the "Port") has or may have in and to all immovable property associated with Port's rail line extending from Milepost 454.8 (Arkansas/Louisiana State Line) to Milepost 498.44 (at Tallulah LA) all as situated in East Carroll and Madison Parish, Louisiana, including but not being limited to, the property described on Schedule "A" attached hereto and further including all rail, ties, ballast, switches, signals, track fixtures and other track material, crossings, crossing protection devices, trestles, bridges, culverts, tunnels, buildings, structures, improvements and appurtenances of every kind and description attached to said rail line, including all of the Port's immovable property thereunder, together with all rights of way, easements, servitudes and rights of ingress

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

W. CHRISTOPHER BARRIER
MITCHELL, WILLIAMS, SELIG,
GATES & WOODWARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1500
LITTLE ROCK, AR 72201-3528
(501) 688-8800

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, DELTA SOUTHERN RAILROAD, INC., a Louisiana corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell, convey, and forever quitclaim unto SOUTHEAST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC., an Arkansas nonprofit corporation, Grantee, whose address is 8th & Walnut Streets, P.O. Box 6806, Pine Bluff, Arkansas 71611 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity by easement or in fee, of, in, and to the real estate associated with or underlying that portion of Grantor's Lake Providence Branch from Milepost 433.0 near Lake Village, Arkansas, to Milepost 454.8 at the State Line between Arkansas and Louisiana, as situated in Chicot County in the State of Arkansas, as more particularly described in writing in and as shown by all the highlighting (regardless of color) on the maps included in Exhibit A, hereto attached and hereby made a part hereof, including but not limited to all easements, rights-of-way, rail, spurs, ties, ballast, other track material, switches and signals located thereon and any personal property affixed to the land and located thereon.

This quitclaim is made on an "as is, where is" basis without any warranties or representations of any kind or nature whatsoever, express or implied, concerning the condition of said real estate and/or any improvements or other constructions that may be situated thereon, including, but not limited to, all rail, ties, ballast, other track material, switches, signals and other personal property located thereon, and Grantee hereby specifically waives all laws of redhibition and any implied warranties provided for by Arkansas law, including any and all warranties against vices or defects or warranties regarding fitness for any particular use or purpose whatsoever.

There is, however, expressly reserved and excepted from this quitclaim all coal, oil, gas, casinghead gas and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the land quitclaimed hereunder; provided, however, that no operation of investigating, exploring, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon said premises.

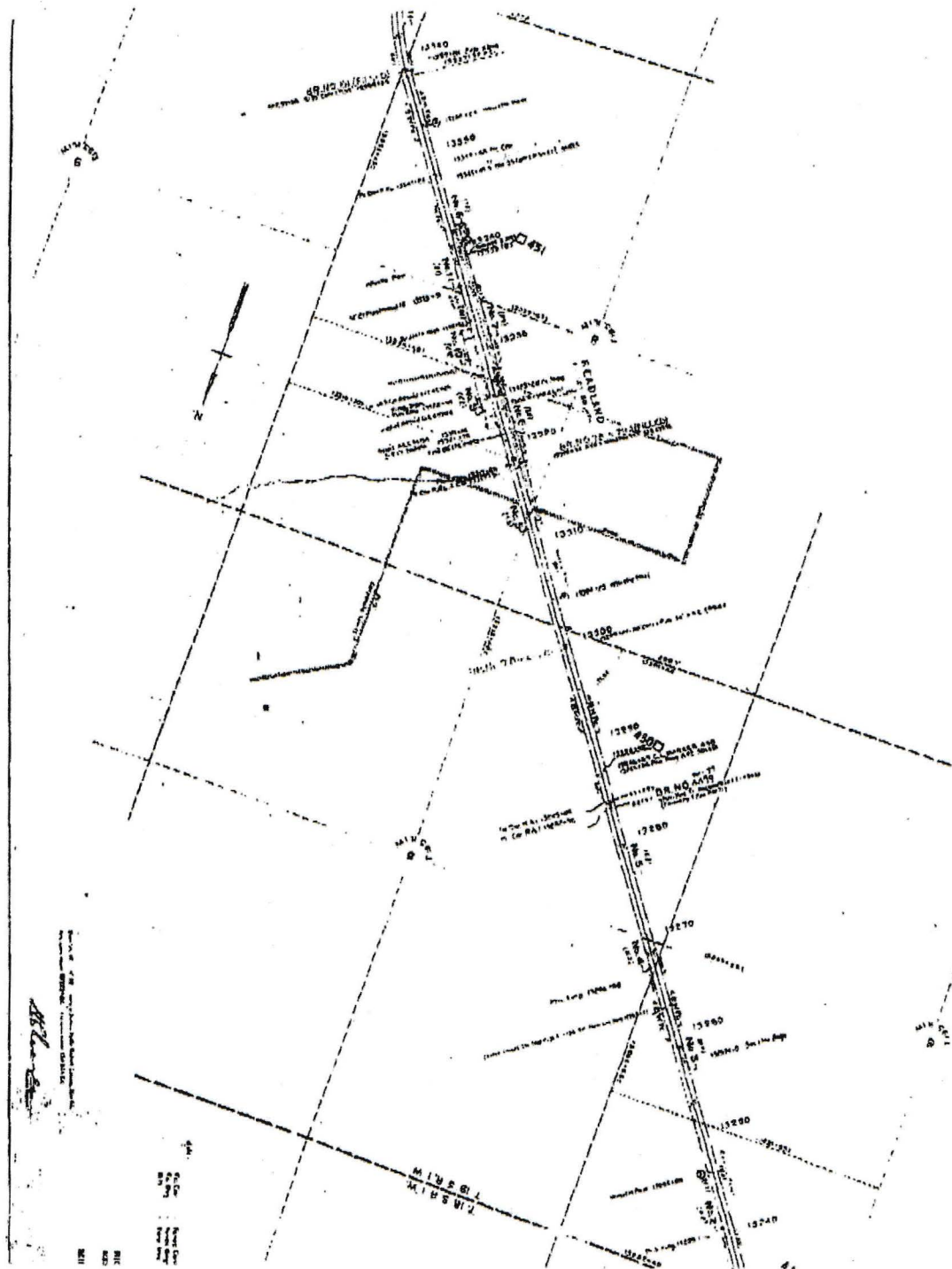
This deed is made subject to the condition that all taxes and all assessments levied upon or assessed against the premises described and highlighted in Exhibit A for any period of time prior to and including the date of this deed shall be payable by the Grantor; all taxes and all assessments levied upon or assessed against the premises described and highlighted in Exhibit A for any period of time after the date of this deed shall be payable by the Grantee; and the Grantee assumes and agrees to pay, or to

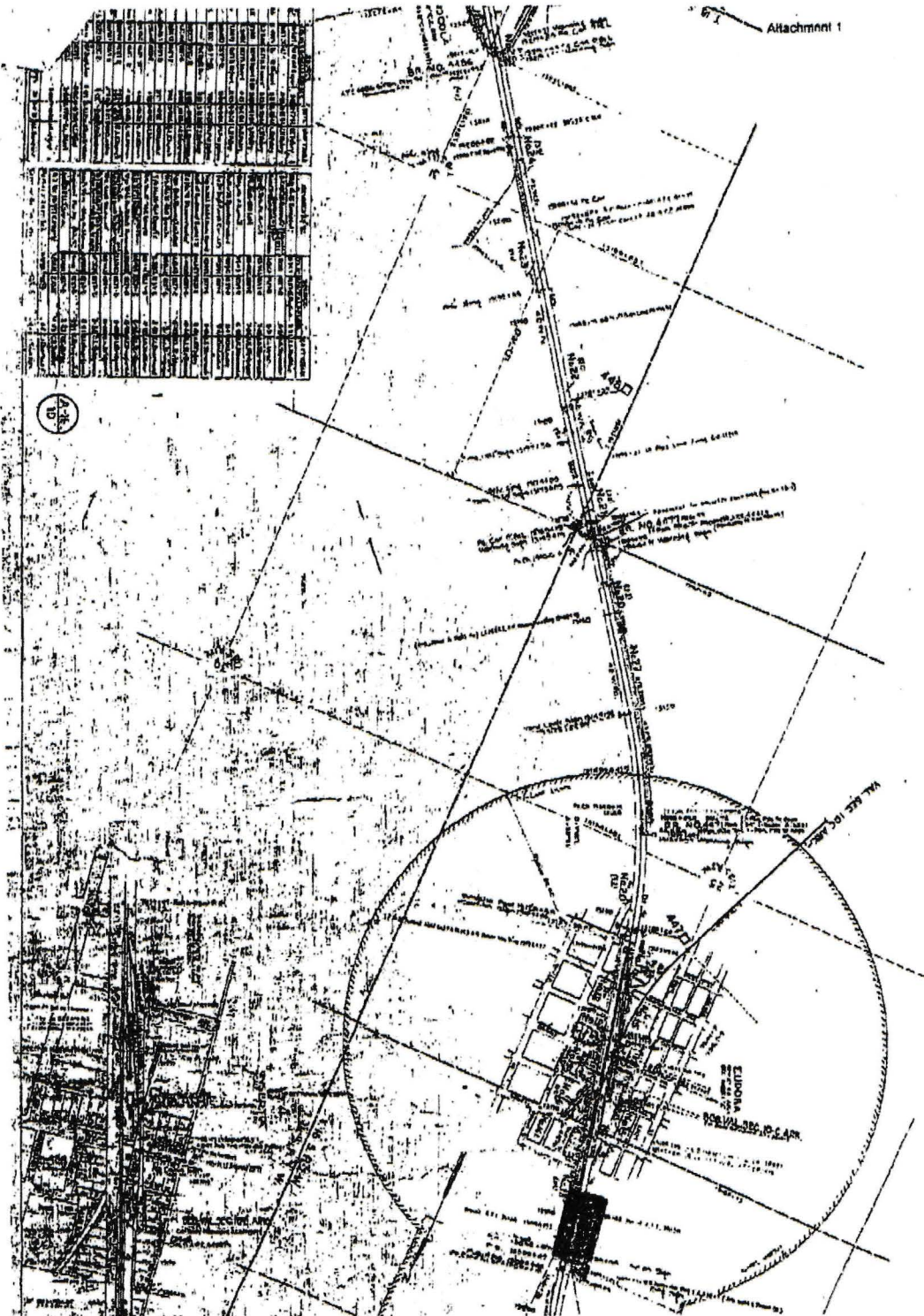
EXHIBIT "A"

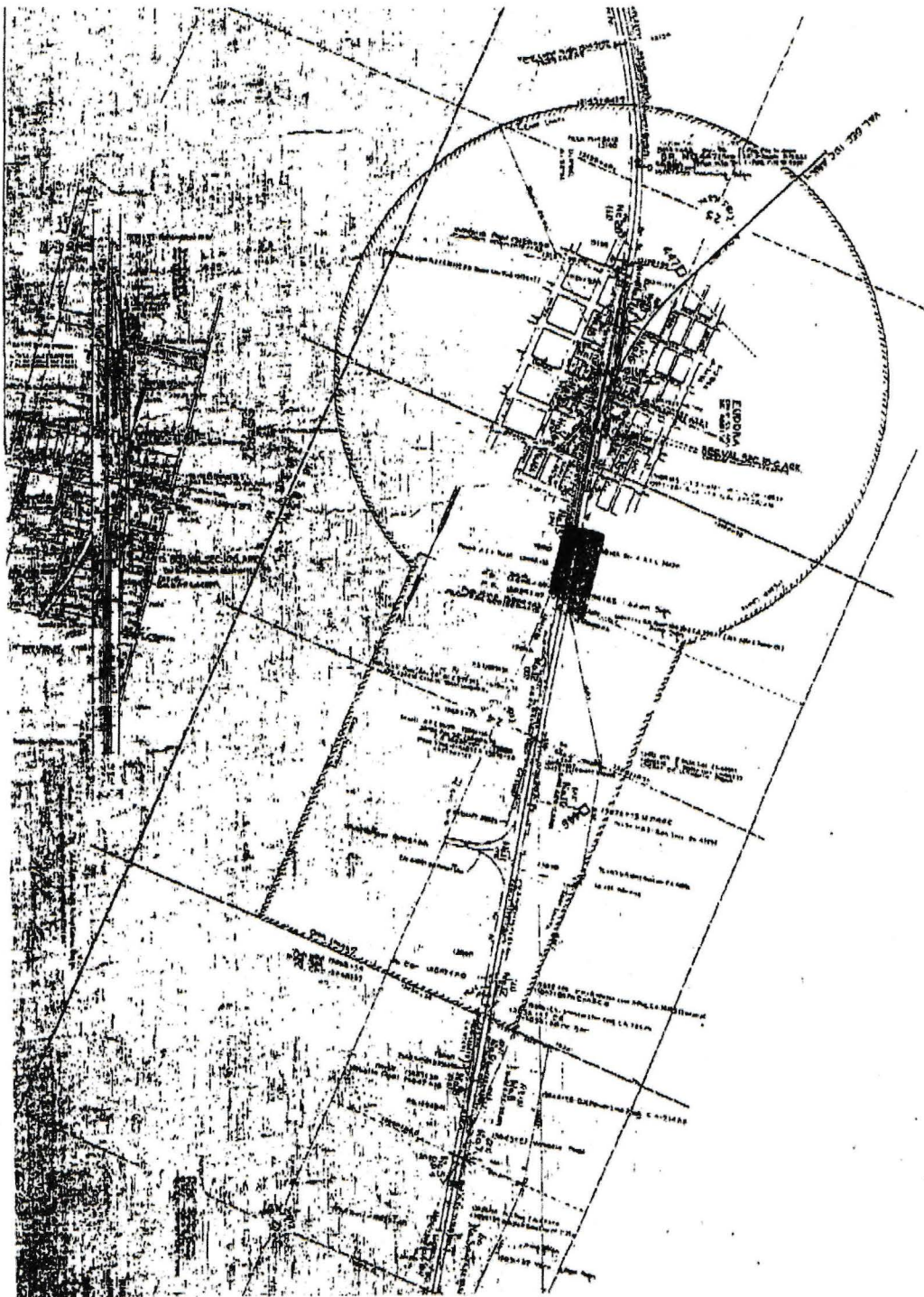
All rights, title and interest of Grantor in all lands located between Milepost 433.0 near Lake Village, Arkansas, to Milepost 454.8 at the State line between Arkansas and Louisiana being located in the following described subdivisions all as shown on the maps of Grantor's right-of-way attached hereto:

Subdivision	Section	Township	Range	Meridian
SE1/4	15	16S	2W	5 th Principal
E1/2	22	16S	2W	5 th Principal
E1/2	27	16S	2W	5 th Principal
SW1/4SW1/4	26	16S	2W	5 th Principal
E1/2	34	16S	2W	5 th Principal
W1/2	35	16S	2W	5 th Principal
E1/2	3	17S	2W	5 th Principal
E1/2	10	17S	2W	5 th Principal
E1/2	15	17S	2W	5 th Principal
SW1/4SW1/4	14	17S	2W	5 th Principal
E1/2NE1/4 & NE1/4SE1/4	22	17S	2W	5 th Principal
W1/2	23	17S	2W	5 th Principal
W1/2	26	17S	2W	5 th Principal
E1/2W1/2 & W1/2SE1/4	35	17S	2W	5 th Principal
E1/2	2	18S	2W	5 th Principal
E1/2NE1/4 & NE1/4SE1/4	11	18S	2W	5 th Principal
W1/2SW1/4	12	18S	2W	5 th Principal
W1/2	13	18S	2W	5 th Principal
E1/2 & SW1/4SE1/4	24	18S	2W	5 th Principal
E1/2	25	18S	2W	5 th Principal
NE1/4NE1/4	36	18S	2W	5 th Principal
W1/2 & SW1/4SE1/4	31	18S	1W	5 th Principal
NE1/4	6	19S	1W	5 th Principal
SW1/4NW1/4 & SW1/4	5	19S	1W	5 th Principal

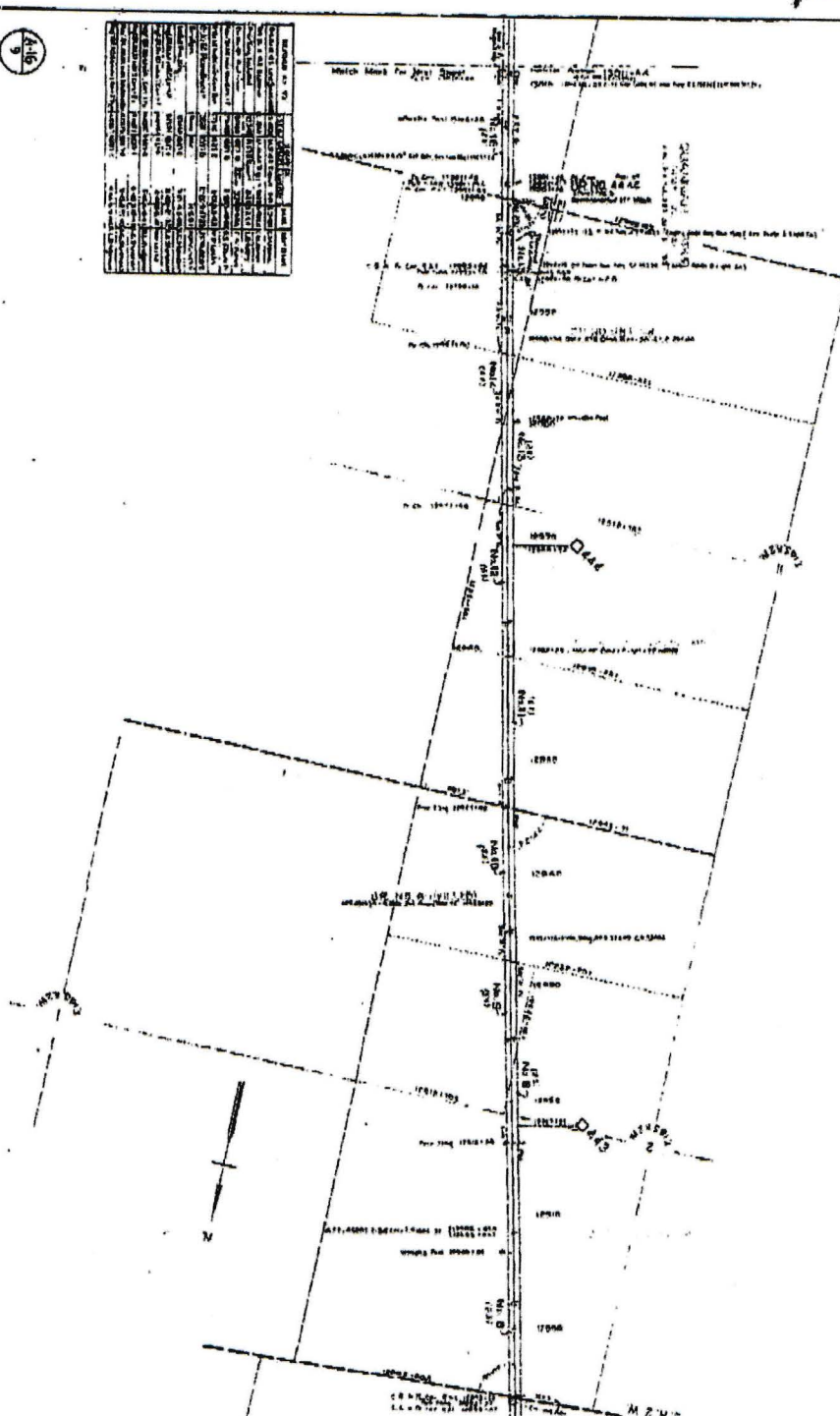
NE1/4NW1/4 & E1/2	8	19S	1W	5 th Principal
SW1/4SW1/4	9	19S	1W	5 th Principal
W1/2	16	19S	1W	5 th Principal
NW1/4NW1/4	21	19S	1W	5 th Principal
E1/2	20	19S	1W	5 th Principal
E1/2	29	19S	1W	5 th Principal
E1/2	32	19S	1W	5 th Principal

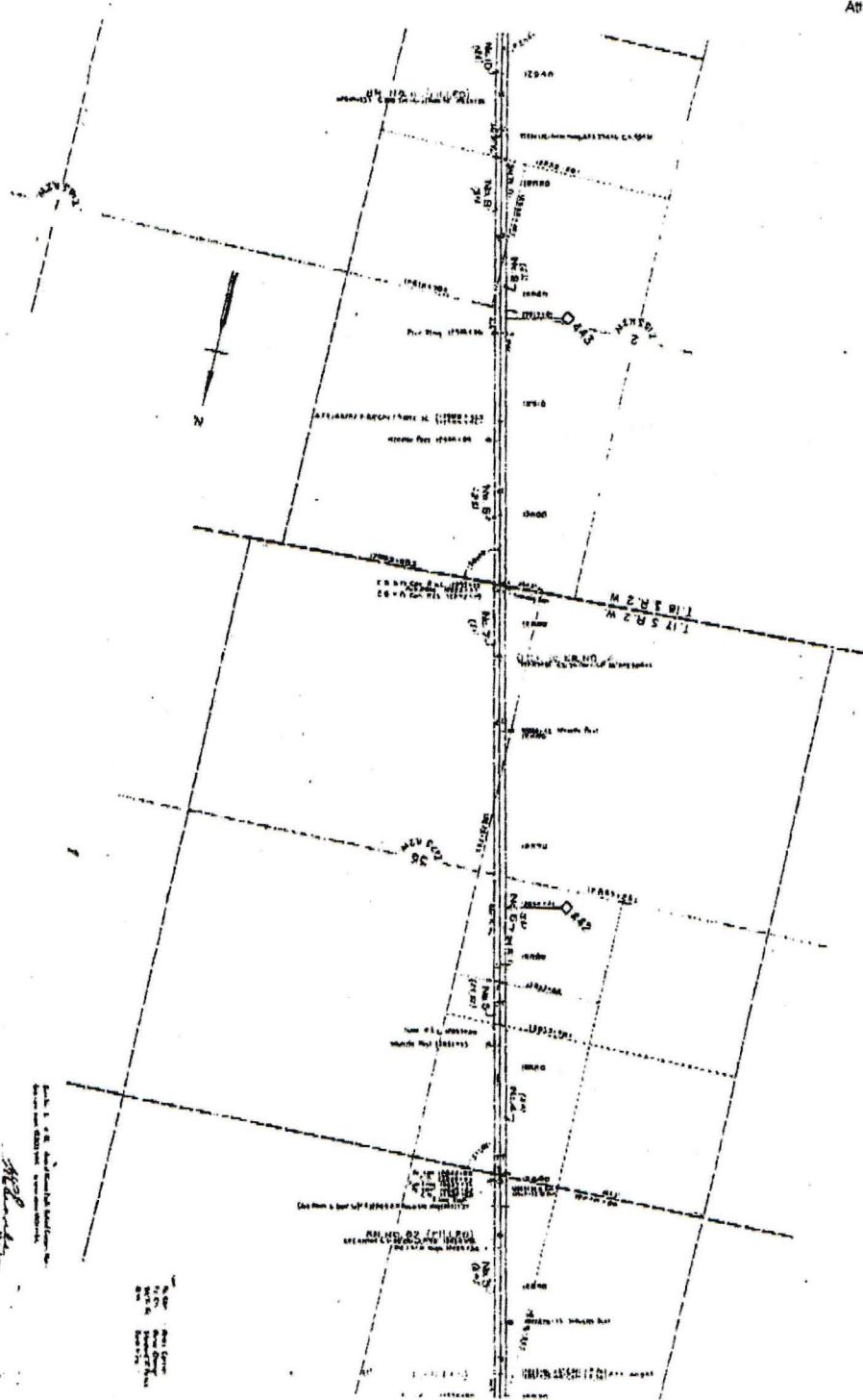


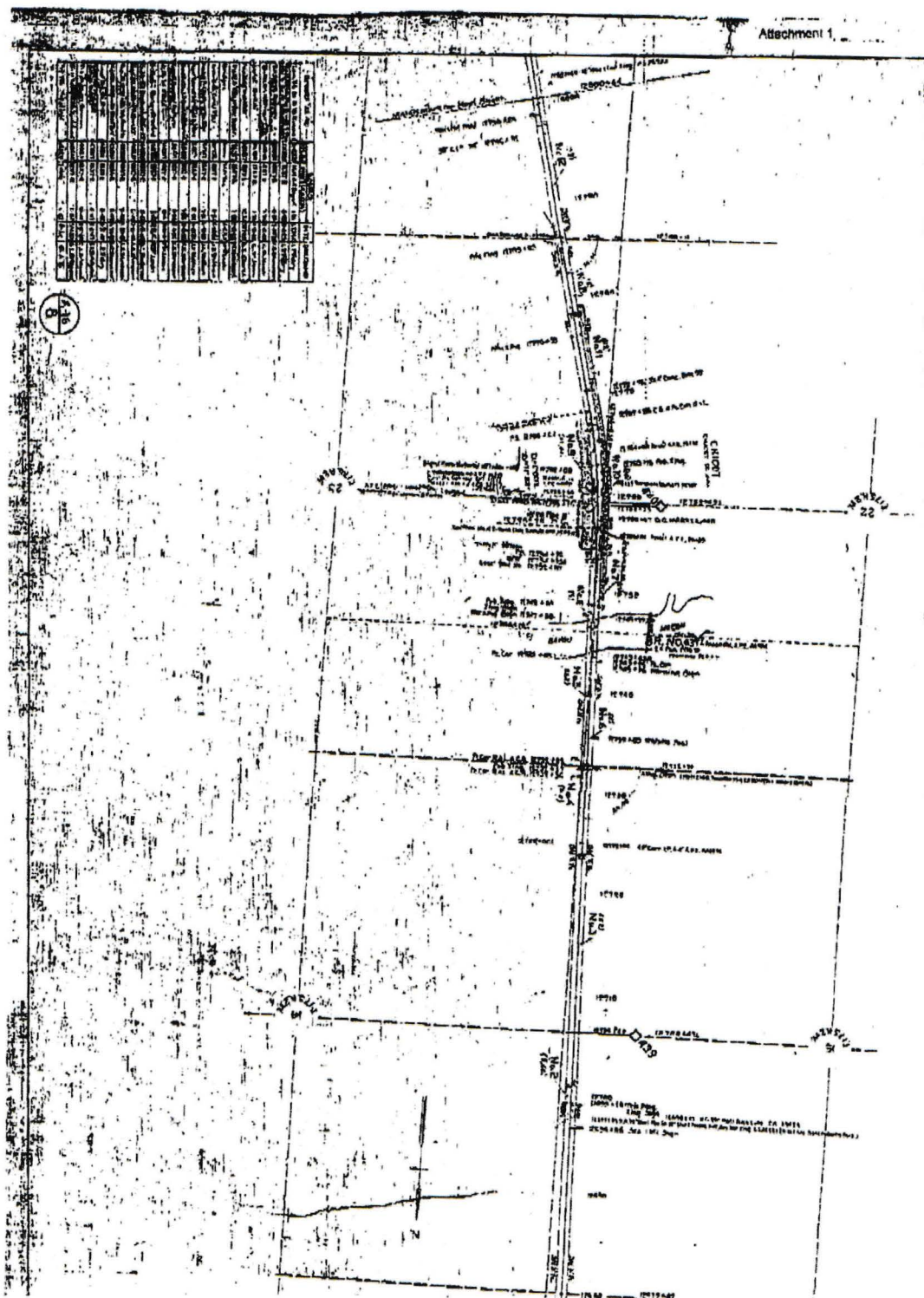


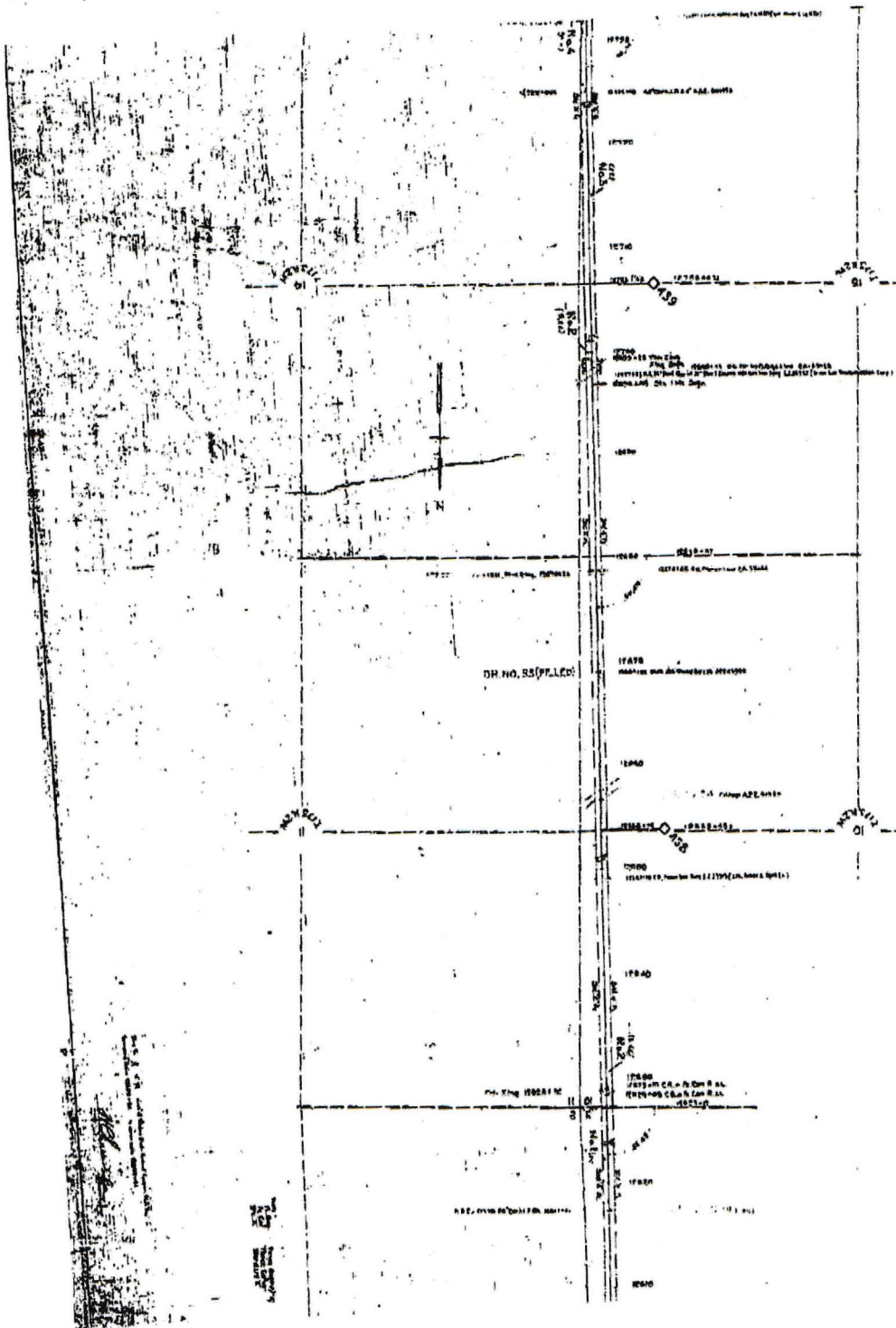


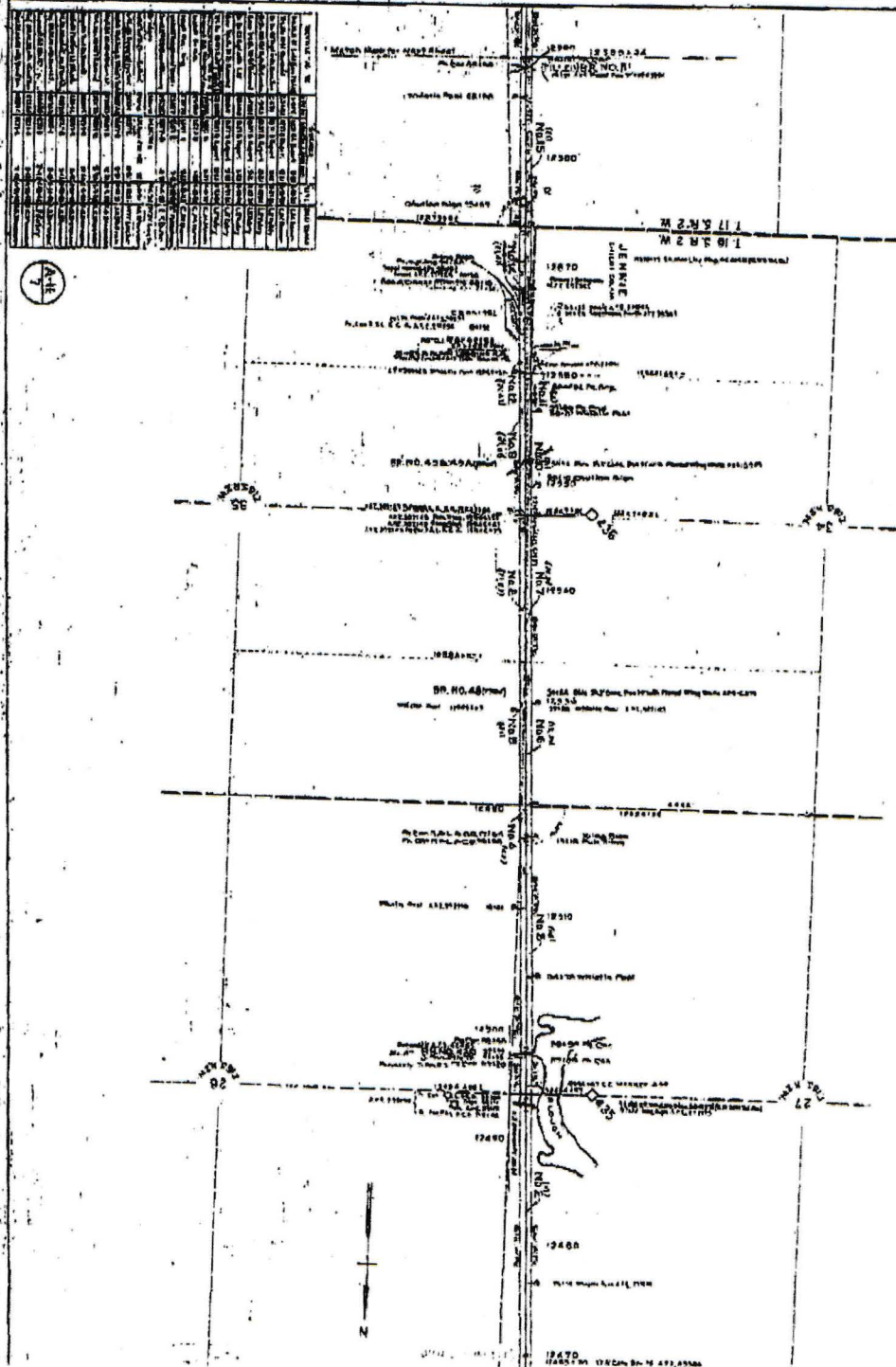
State or FV	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	29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CHICOT COUNTY, ARKANSAS
 By Josephine A. A. A. D.C.
 Sd. Bridwell + Bridwell

A R K A N S A S

[illegible]

Certificate of Service in Compliance with the Decision of the Surface
Transportation Board served November 20, 2023.

I, Richard H. Streeter, do hereby certify that, on November 29, 2023, true copies of the following documents were served by first-class mail, postage prepaid, or by email, on all applicable entities: (1) Verified Statement of Wyly Gilfoil that verifies the responses in the Amended Feeder Line Application of the Lake Providence Port Commission, filed January 4, 2023, in FD 36447, *Lake Providence Port Commission-Feeder Line Application-Line of Delta Southern Railroad Located in East Carroll and Madison Parishes, LA*; (2) a true copy of the *Second Amended Railway Lease Agreement By and Between, LPPC and NL&A*; and (3) a Certificate of Service of Richard H. Streeter, reflecting full compliance of service on January 4, 2023, with 49 C.F.R. § 1151.2(a) and 1151.3(a)(16):

(1) The owning railroad:

Delta Southern Railroad, Inc.
c/o John M. Scheib at
Scheib@gentrylocke.com

(2) All rail patrons who originated and/or received traffic on the line during
The 12-month period preceding the month in which the amended
application was filed:

Jose Hernandez
Helena Chemical/South Delta Fertilizer
hernandez@helenaagri.com

Dan Militaru
Rail Vehicle Services
dan.militaru@railcarco.com

Jerry J. Melton
Complex Chemical Co.
jmelton@complexchemical.com

Neil Martin
Terral River Service, Inc.
nmartin@terralriverservice.com

(3) The designated State agency in the State where the property is located:

Louisiana Department of Transportation and Development
andrew.barry@la.gov
sanettria.pleasant2@la.gov

(4) County governments where the line is located:

East Carroll Parish Police Jury
Kendall Thompson, President
ecpj400@att.net

Madison Parish Police Jury
Jane Samders, President
msmith_mppj@bellsouth.net

Richard H. Streeter

/s/ Richard H. Streeter

Counsel to the Lake Providence
Port Commission