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VIA ELECTRONIC FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: Finance Docket No. 36447, *Lake Providence Port Commission – Feeder Line Application – Line of Delta Southern Railroad Located in East Carroll and Madison, Parishes, Louisiana.*

Dear Chief of Case Administration:

Attached to file in the above-captioned proceeding is the Delta Southern Railroad, Inc.'s Appeal of Order of Administrative Law Judge Denying in Part a Motion to Compel Discovery Responses.

If you have any questions regarding this filing, please feel free to contact me. Thank you for your assistance on this matter.

Respectfully submitted,

/s/ John M. Scheib

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Attorney for:
Delta Southern Railroad, Inc.

cc: ALJ Soulikias
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, LOUISIANA.**

**DELTA SOUTHERN RAILROAD, INC.’S APPEAL OF ORDER OF
ADMINISTRATIVE LAW JUDGE DENYING IN PART A MOTION TO COMPEL
DISCOVERY RESPONSES**

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Delta Southern Railroad, Inc.

Dated: July 6, 2026

**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, LOUISIANA.**

**DELTA SOUTHERN RAILROAD, INC.’S APPEAL OF ORDER OF
ADMINISTRATIVE LAW JUDGE DENYING IN PART A MOTION TO COMPEL
DISCOVERY RESPONSES**

Delta Southern Railroad, Inc. (“DSRR”) hereby appeals the order of the Administrative Law Judge issued on July 2, 2026 – one business day before the discovery deadline set by the Board in this proceeding. Decision 53154 (hereinafter “ALJ Decision”).¹

BACKGROUND

This appeal is an appeal of the ALJ Decision in a feeder line case filed by Applicant – Lake Providence Port Commission (“LPPC”). Feeder line cases arise under 49 U.S.C. 10907. Among the elements of a case that the applicant must prove are whether the “sale of such line will be likely to result in improved railroad transportation for shippers that transport traffic over such line” (49 U.S.C. 10907(c)(1)(E)) and that the applicant is a financially responsible person.

¹ July 3, 2026, was a federal holiday. The ALJ process has been very helpful in this case with the various ALJ’s that the Board has assigned to this case issuing various orders to move discovery forward. DSRR has not appealed any of those prior decisions.

49 U.S.C. 10907(b) and (a)(2). To be found financially fit, the Applicant must have the ability to pay for the acquisition at the higher of the net liquidation value or going concern value and “[t]o cover expenses associated with providing services over the line (including, but not limited to, operating costs, rents, and taxes) for at least the first 3 years after acquisition of the line,” which are herein referred to as operating expenses. 49 C.F.R. 1151.3(a)(3).

Despite the clear language of the statute and regulations placing financial responsibility on Applicant, Applicant has asserted during this proceeding that it is not responsible for the operating expenses. Rather, LPPC claims that, if it is successful in this proceeding, North Louisiana and Arkansas Railroad (“NLA”) will be responsible for the three years of operating expenses of the line at issue in this proceeding pursuant to the Second Amended Railway Lease Agreement By and Between LPPC and NLA filed with the Board on November 30, 2023. *See* Attachment A, Transcript of Deposition of Mr. Wylie Gilfoil at page 142, line 11 to Page 146, line 15 (hereinafter “Gilfoil Transcript”). That assertion, despite being inconsistent with the statute and regulations, potentially puts in play whether NLA can cover operating expenses for three years. Given Applicant’s attempt to shift the financial burden to NLA, DSRR sought discovery of NLA’s 2025 finances. OmniTRAX provided those financials to the Board as highly confidential materials in FD 36922.

On April 27, two months after DSRR deposed NLA’s witness, Mr. Danny Robbins, OmniTRAX filed at the Board to acquire NLA’s parent and affiliate companies, but noted that “as part of the proposed transaction, OmniTRAX (via ASL Acquisition) and the “Seller Owners” (Daniel B. Robbins, Timothy K. Robbins, and Michael A. Robbins) have agreed that NLA will not convey to ASL Acquisition, and thus will not come under the control of Omni-HGS.” Notice

of Exemption, FD 36922 (STB filed April 27, 2026) (Document No. 311207).² Given that OmniTRAX's transaction would directly affect NLA's financial structure and finances and raised questions for this proceeding as to why OmniTRAX would buy all the companies except NLA, DSRR sought "all non-privileged communications between NLA and OmniTRAX and documents related to OmniTRAX's decision not to purchase NLA" because they "are also relevant and likely to lead to admissible evidence about the health of NLA." DSRR Motion at 5. NLA did not provide DSRR any response to the discovery requests related to the OmniTRAX deal, and DSRR filed a motion to compel on June 16, 2026. Document No. 311639.

In response to the motion to compel, NLA filed discovery responses with the ALJ on June 17, 2026. In response to the request for documents related to OmniTRAX's decision not to purchase NLA, NLA responded that "[REDACTED]

.” NLA Letter Filing, FD 36447 (STB filed June 17, 2026). In short, NLA refused to produce any documents related to the OmniTRAX discussions or deal.

In the ALJ Decision, the ALJ correctly summarized that:

The Surface Transportation Board regulations provide for broad discovery. These regulations provide that “[p]arties may obtain discovery under this subpart regarding any matter, not privileged, which is relevant to the subject matter involved in a proceeding.” The Board has recognized that this regulation allows for broad discovery. Whether there is evidence to rebut that presumption is reasonably calculated to lead to discoverable evidence, and whether the evidence ultimately is admissible is not grounds for objection.

ALJ Decision at 2 (citations omitted).

² DSRR became a party to FD 36922. DSRR Notice of Intent to Participate, FD 36922 (STB filed April 30, 2026)(Document No. 311226).

Nevertheless, the ALJ erroneously denied discovery sought by DSRR of a party to this proceeding – NLA – that is likely to lead to admissible evidence. The ALJ made two rulings in the ALJ Decision relevant to this appeal and that are clearly erroneous. First, the ALJ denied DSRR discovery into NLA's financial ability to cover operating costs for three years of the line at issue in this proceeding. Second, the ALJ denied discovery into communications and documents related to OmniTRAX's decision – after the opportunity to complete due diligence into NLA – not to purchase NLA when it purchased NLA's parent and affiliate companies.

LEGAL STANDARD FOR APPEAL

A party may appeal an ALJ Decision on an interlocutory basis when one or more enumerated circumstances in 49 C.F.R. § 1115.9(a) are met. In this case, two of those circumstances are met because, as explained herein, "[t]he ruling may result in substantial irreparable harm ... or undue prejudice to a party." 49 C.F.R. § 1115.9(a)(4). Thus, review of the ALJ decision is appropriate.

Additionally, the Board grants appeals "to correct a clear error of judgment or to prevent manifest injustice." 49 C.F.R. § 1115.1(c). As explained more fully below, the ALJ committed a clear error of judgment for several reasons, and allowing it to stand would permit a manifest injustice. Thus, the Board should grant this appeal and reverse the ALJ Decision in two respects.

ARGUMENT

The ALJ Decision committed a clear error of judgment that unduly prejudices DSRR in that it (i) denies discovery into the finances of a party to this proceeding that the Applicant has claimed in responses to interrogatories and in deposition would be responsible for covering the three years of operating expenses as required by statute if the Applicant is successful in this

feeder line application, and (ii) accepts as true the statements of NLA that are in fact the issues to be probed by discovery.

I. ALJ Decision Erred In Denying Discovery Into NLA's Finances – If Applicant Can Shift Its Statutory and Regulatory Obligation to NLA.

First, the ALJ denied DSRR discovery as to requests that the ALJ found to be irrelevant:

DSRR's March 19, 2026 discovery requests sought information including NLA's cash on hand at the end of each calendar year (i.e., December 31, 2023, December 31, 2024, and December 31, 2025); the most amount of cash on hand at the end of a calendar month since 2022; net profit (gross revenue minus expenses) for each of 2022, 2023, 2024, and 2025; outstanding debt; year-end financial statements for each of 2023, 2024, and 2025; the profit and loss statement for each of 2023, 2024, and 2025; and balance sheet for each of 2023, 2024, and 2025. (DSRR Motion 1-2.)

Decision 53154 at 2. The ALJ deemed them irrelevant because “[p]ursuant to 49 C.F.R. § 1151.3(a)(3), Applicant, LPPC (not NLA), must demonstrate its ability to pay the purchase price of the Line and the ability to cover the operating expenses for three years.” ALJ Decision at 2 & 4.

In its motion to compel DSRR made it clear that it was not “now challenging whether [LPPC’s position that NLA was responsible for operating expenses] is legally correct when the applicant must demonstrate its ability to pay the purchase price of the Line and the ability to cover operating expenses for three years.” ALJ Decision at 2 (citations omitted); DSRR Motion to Compel, FD 36447 at n.1 (STB filed June 16, 2026) (Document No, 311639). Nevertheless, the ALJ denied discovery based on her resolution of the issue finding that LPPC must have the ability to cover three years of operating expenses. ALJ Decision at 2.

LPPC has taken the position in discovery that NLA is responsible for the operating expenses.³ Attachment A, Gilfoil Transcript at page 145, line 18 to page 146 line 3; Attachment

³ Compare Amended Application, FD 36447 at 57 (STB filed Jan. 4, 2023)(Document No. 305921)(hereinafter “Amended Application”) (“Moreover, LPPC has the ability to cover expenses associated with providing services over the line (including, but not limited to, operating

B (Response to Interrogatory No. 38). If LPPC's position is correct, DSRR is entitled to discovery into NLA's financial ability to meet the regulatory requirement of showing the ability to cover operating expenses for three years.

DSRR agrees that if LPPC as sole Applicant in this proceeding is held to the letter of the regulation, the discovery into NLA's finances may be irrelevant as to the question of financial responsibility. But discovery into NLA's finances would still be relevant to the question of whether the "sale of such line will be likely to result in improved railroad transportation for shippers that transport traffic over such line" (49 U.S.C. 10907(c)(1)(E)) since LPPC asserts it will not provide the rail transportation itself. Whether NLA is likely to provide improved rail service depends in part on NLA's finances.

The fact that NLA's financial information exists – including the fact that NLA's 2025 financials were filed as highly confidential information in FD 36922 – shows there is no burden to NLA to provide that information.⁴ NLA has hid behind the fact that it has produced audited financials for prior years, which is easy because they existed. Audited financials for 2025 may not exist as of the date of the close of discovery, but NLA's financials for 2025 were submitted

costs, rents, and taxes) for at least the first three (3) years after acquisition of the line.") with Amended Application at 59 ("LPPC will bear the entire cost of acquisition as described above and does not anticipate that any form of subsidization will be required.") and LPPC Response to Interrogatory No. 38 "... LPPC states that it will not participate in expenses to operate the Line." Attachment B (LPPC Response to Interrogatory No. 38).

⁴ The ALJ seems to imply that she is not empowered as an agent of the Board to review highly confidential information filed with the Board in other proceedings. ALJ Decision at 5. This may be an issue for the Board to clarify. As an agent of the Board, the ALJ should be permitted to review any materials filed with the Board that bear on an issue before her. Regardless, the Board can see this highly confidential information in FD 36922.

As the Board knows, DSRR is a party to FD 36922, signed the highly confidential undertaking, and has reviewed the highly confidential filings to see that NLA's 2025 financials were provided to the Board. DSRR needs access to those documents through discovery or by permission from OmniTRAX to use them in this proceeding.

to the Board by OmniTRAX in FD 36922. The ALJ clearly erred in not ordering NLA to produce NLA's 2025 financial materials already provided to the Board in another proceeding.

II. ALJ Decision Erred in Denying Discovery into the Recent Transaction That Was the Subject of Finance Docket No. 36922

ALJ Decision clearly erred in denying DSRR discovery related to NLA and its parent and affiliate companies' engagement with OmniTRAX that resulted in OmniTRAX's purchasing NLA's parent and affiliates -- but not NLA. DSRR noted that it sought potentially admissible information as to the reasons OmniTRAX declined to purchase NLA, which could include financial weakness, operating weakness, or other reasons that could bear upon whether NLA can afford to operate the line, meet its obligations under the Second Amended Railway Lease Agreement By and Between LPPC and NLA, or would have the ability to be a better operator that DSRR, which is backed by a well-known and successful parent company in Patriot Rail (49 U.S.C. 10907(c)(1)(E)).

The ALJ Decision's reasons for denying the motion to compel are precisely the reasons why discovery is necessary. DSRR argued that discovery was necessary to determine whether OmniTRAX refused to buy NLA due to NLA's finances or NLA's financial weakness. ALJ Decision at 3. NLA responded that OmniTRAX declined because of the pendency of this proceeding, which rationale the ALJ blindly accepted. *Id.* at 3. Similarly, DSRR argued that OmniTRAX's unwillingness to purchase NLA is based on NLA's purported "financial weakness." The ALJ Decision noted and accepted that, "[t]o the contrary, NLA argues that if it were relevant, the OmniTRAX transaction increases its financial support for operations (if needed), rather than weakens it." *Id.* at 4.

In each case, the ALJ Decision clearly erred in blindly accepting NLA's explanation on the very question that is the subject of the discovery requests at issue. The fact is neither DSRR

nor the ALJ nor the Board know why OmniTRAX declined to buy NLA, which is why discovery is relevant and likely to lead to admissible evidence. Communications and documents may show it was because of this proceeding; but it is also possible they will show it was because of NLA's finances, NLA's lack of customers,⁵ NLA's history of derailments, or NLA's service deficiencies – all of which are relevant to this proceeding. Instead, the ALJ simply said DSRR did not show that OmniTRAX did not purchase NLA because of financial issues (how DSRR could have that evidence without discovery is a question) and accepted NLA's explanation that it was because of this proceeding (despite the fact that NLA also provided no evidence that rationale was OmniTRAX's motivation).

Similarly, the ALJ and the Board do not know whether the OmniTRAX deal will make NLA better off financially. OmniTRAX did not purchase NLA, so OmniTRAX's substantial resources are not available to NLA – unlike DSRR which is back by its parent company Patriot Rail. The consolidated financial statements received by DSRR to date make it highly questionable that NLA will be financially stronger without its parent and affiliates because the parent company provided services, covered debt, and handled other financial issues that undermine NLA's unsupported assertion that it is financially better off without its parent and affiliates.

The ALJ Decision materially errs and prejudices DSRR because DSRR and the Board are not required to just take NLA at its word as to why OmniTRAX did not buy NLA. Indeed, if we

⁵ Contradicting LPPC's discovery responses (Interrogatory No. 35) that list customers who are not receiving adequate service – 21 of which were listed in Amended Application, Exhibit J, Attachment 4 as customers of NLA – Mr. Robbins testified under oath in this proceeding that NLA only transports cars to or from two locations and has a very small customer base of "APEX, Anderson's, Penny Newman, Gavilon, Epstein," of which Anderson's, Penny Newman, Gavilon, and Epstein all ship to for from Epstein. Attachment C, Transcript of Deposition of Danny Robbins at page 21, lines 1-5.

just took parties at their word, there would be no need for discovery at all. In fact, there would be no need to litigate this case if that were the standard. The adversarial process, including discovery, is the sunlight and disinfectant to get to the truth.

PRAYER FOR RELIEF

For these reasons above, DSRR respectfully requests that the Board reverse the ALJ Decision on these two issues and order NLA (as defined in the discovery requests to include parents and affiliates) to produce (i) its financials for 2025, including those already submitted to the Board in FD 36922, and (ii) all communications and documents related to the OmniTRAX acquisition of its parents and affiliates but not NLA.

/s/ John M. Scheib

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July 6, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing document was served by email on the following:

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Judge Soulikias
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/s/ John M. Scheib

John M. Scheib
Dated: July 6, 2026

ATTACHMENT A

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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, LOUISIANA
* * * * *
HIGHLY CONFIDENTIAL DEPOSITION OF
WILLIAM WYLY GILFOIL, SR.
February 24, 2026
* * * * *
Taken At:
Lake Providence Municipal Courtroom
201 Sparrow Street
Lake Providence, Louisiana 71254
* * * * *
Reported By:
MARGARET ANN COPELAND
CERTIFIED COURT REPORTER
CERTIFICATE NO. 92160
PARISH OF OUACHITA
STATE OF LOUISIANA

COPELAND COURT REPORTERS
P.O. Box 4177, Monroe, LA 71211 Tel. 318-387-2889 Fax 318-387-3271

ATTACHMENT A

1 Q --was it the case that LPPC did not have the
2 financial ability to purchase and operate the line absent
3 grant funding or borrowing?

4 A Well, a lot of would depend on what the purchase
5 price was and the rental agreement that would be worked out
6 with the operating carrier, so there's a possibility that it
7 could be structured where even without the debt covering we
8 could do it.

9 Q What would be the fi- -- During the time that you
10 were there--

11 A You can have contracts that prepay rent, and
12 prepaid rent can be used, you know, to--for purchase,
13 operation, and whatever.

14 Q Are you referring to the contract with NLA?

15 A That's a possibility. That's one possibility, yes.

16 Q Had you secured a lease with NLA at the time that
17 you filed the feeder line application?

18 A I think there was a proposed lease that was
19 included as part of that application.

20 Q And did that lease include prepaid rent?

21 A Not necessarily.

22 Q It did not. Correct?

23 A That's right.

24 Q The arrangement was that the rent would be a
25 percentage of the revenues of operating the line.

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ATTACHMENT A

1 A Right.

2 Q And your testimony is that you thought that part of
3 the operating expenses could be borne by NLA and not LPPC?

4 A Well, that's typical in almost all our leases. We
5 don't participate in operating expenses--

6 Q Right.

7 A --of any lease. As I explained to you, we're a
8 landlord port.

9 Q Sure.

10 A And part of our deal has always been to put the
11 operating cost back onto the lessee because of the various
12 things that you have to do if you were doing it as a public
13 body.

14 Q I understand that. So I want to make this clear.
15 If-- Did you have a sense of what the operating costs for
16 the line would be at the time that you applied to acquire it?

17 A I'm sure somebody--it was stated somewhere, but do
18 I have a memory of it? No. But we weren't going to be
19 involved in operating costs anyway. We're not involved in
20 them as they operate the line currently today. Or--

21 Q Okay. So--

22 A --did up until my retirement.

23 Q So I'm going to ask you a question. Assuming that
24 LPPC did have to have the cash available to operate the line,
25 notwithstanding any lease or agreement with NLA, did that

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ATTACHMENT A

1 factor into your consideration as to whether it was
2 financially viable for LPPC to acquire the line?

3 A Well, the way we would cover the operational costs
4 that you're referring to is to have the lessee responsible
5 for it.

6 Q But LPPC itself did not have the ability separate
7 from having NLA cover those costs to cover those costs
8 itself?

9 A It would depend on what those costs were. If you
10 just recently rehabbed the track, there's obviously a period
11 of time that the track operates without much cost because
12 you've just rehabbed it, so there wouldn't be much
13 operational cost, at least in those initial years.

14 Q So I guess what I'm trying to understand-- And we
15 can get into the financial statements. But what was LPPC's--
16 what was the maximum amount on an annual basis that LPPC
17 could spend out of cash without a grant, without a bond,
18 without a certificate of indebtedness, to operate the rail
19 line?

20 A I don't know.

21 Q Do you have a sense of what that number would be?

22 A No, because it never was really pertinent because
23 the operational costs were going to be put onto the lessee as
24 we've done with all our other leases.

25 Q So if there were a regulatory requirement, that

ATTACHMENT A

1 notwithstanding the fact that somebody else might be paying
2 the operational cost but LPPC needed to have the financial
3 ability to cover three years of operating costs, what would
4 your answer be?
5 A That we had it covered.
6 Q How?
7 A Had it covered by the lessee doing the repairs.
8 Q But not by your own cash available to do so?
9 A Uh-uh (no). We don't do that in any case.
10 Q Okay. And you didn't do it in this case. That was
11 not your plan--
12 A No.
13 Q --to be able to have yourself--
14 A No, sir.
15 Q --costs available in cash to pay for that?
16 A Of the number of leases that we have, we don't have
17 responsibility for operational costs in any of them.
18 Q So fair to say that in the original and amended
19 application, LPPC did not factor in that it would have cash
20 available--
21 A Well, it factored in--
22 Q Let me finish my question, sir.
23 A Okay.
24 Q --that LPPC would not have cash available to cover
25 three years' worth of operating expenses for the entire line.

ATTACHMENT A

1 Correct?

2 A No. The way we had it figured was that the costs
3 would be provided as in all our other leases, by the lessee.

4 Q And so it's correct then that LPPC did not assume
5 that it itself would need to be able to have available three
6 years' worth of cash to operate--or excuse me--three years'
7 worth of operating expenses available, notwithstanding that
8 someone else may actually be covering the cost of operation
9 under a lease?

10 A Well, we anticipated that any costs operationally
11 would be borne by the lessee.

12 Q Okay. And so there wouldn't need to be something
13 covered by LPPC?

14 A Nope. Well, covered in the sense that the lessee
15 is covering it.

16 Q So let's return back to the bond packet. Look at
17 the calculation of coverage ratio part. Do you see that?

18 A Yes.

19 Q Let me ask you: At this point you've got the two
20 employees. It's you and Mr. Killen. Correct?

21 A Correct.

22 Q Do you know who was primarily responsible for
23 putting together the materials related to this revenue bond
24 application?

25 A I'm thinking Mr. Killen must have done it because

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ATTACHMENT B

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

LAKE PROVIDENCE PORT COMMISSION'S RESPONSES TO
DELTA SOUTHERN RAILROAD INC.'S SECOND SET OF
INTERROGATORIES AND SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO LAKE PROVIDENCE
PORT COMMISSION

Pursuant to 49 CFR Part 1114 and other applicable rules and authority, Lake Providence Port Commission ("LPPC"), by counsel, responds as follows to Delta Southern Railroad, Inc.'s ("DSRR") Second Set of Interrogatories and Requests for Production of Documents.¹

GENERAL OBJECTIONS

1. LPPC objects to each and every Interrogatory and Request of Production of Documents ("RFP") to the extent they seek to impose obligations on LPPC greater than or inconsistent with those imposed under 49 CFR Part 1114 Subpart B. LPPC further objects to any and all definitions and or instruction to the extent they either expand upon or conflict with 49 CFR Part 1114 Subpart B.

¹ Although DSRR has titled its Requests for Documents as its "First Request," DSRR filed its "First Set Of Requests To Produce" on February 5, 2021.

ATTACHMENT B

Response: LPPC objects to Interrogatory 36 on the grounds that it is vague, overly broad and unduly burdensome. LPPC has no records that would allow it to provide the requested information regarding "all" meetings LPPC has had with each shipper. LPPC is aware of the movement in September 2022 of one empty railcar for Railcar Co. (a/k/a Rail Vehicle Services) that involved an interchange with NLA at MP 471.25.

INTERROGATORY NO. 37.

Please describe in detail the process LPPC used to reach any agreement with NLA to operate the Line should LPPC succeed in acquiring the Line through this proceeding.

Response: LPPC objects to Interrogatory 37 on the grounds that the "process" it used to reach any agreement with NLA is not relevant to the subject matter of this proceeding. Without waiving its objection, LPPC states that because NLA has served as the operator of the Lake Providence Branch Line from MP 408.9 to MP 471.0 since 2011, there was no need to engage in any extended discussion regarding how NLA would conduct operations over the approximate 29 miles of track that is involved in this proceeding.

INTERROGATORY NO. 38.

Please describe in detail how LPPC plans to finance its acquisition of the Line and to fund expenses for operating the Line. Include in your response details regarding any grant, gift.

Response: LPPC objects to Interrogatory 38 on the grounds that it would require LPPC, in the absence of the Board's determination of the constitutional

ATTACHMENT B

minimum value, to speculate regarding the potential details of any financing that may or may not be required. Without waiving its objection, LPPC states that it will not participate in expenses to operate the Line.

INTERROGATORY NO. 39.

Please identify each person paying for any costs, including experts and counsel, associated with LPPC's feeder line application.

Response: Lake Providence Port Commission.

INTERROGATORY NO. 40.

Please Identify and describe all sources of revenue for LPPC.

Response: Ad Valorem Tax, State Revenue Sharing, Leases, Interest, Grants, Sale of Fixed Assets.

INTERROGATORY NO. 41.

Please state LPPC's net revenue for each of the years 2017, 2018, 2019, 2020, 2021, and 2022.

Response: LPPC objects to Interrogatory 41 on the grounds that it requests information or material that is publicly available or otherwise readily available or accessible to DSRR from other sources; or is as accessible or available to DSRR as it is to LPPC and producing responsive information would impose substantially the same or greater burden on LPPC as it would impose on DSRR. Without waiving its objections, LPPC states that LPPC's annual Audit Reports for this information are available for public review on the Louisiana Legislative Auditor's website at <https://lla.la.gov>.

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, LOUISIANA.

ORAL DEPOSITION

OF

DANIEL B. ROBBINS

TAKEN FEBRUARY 27, 2026, AT 9:57 A.M.



Arkansas Diamond Court Reporting

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1 Q What customers have shipped freight with NLA in 2025?

2 A In 2025 would be APEX, Anderson's, Penny Newman, Gavilon,
3 Epstein, which are all done via Epstein Gin and Transloading
4 Company, so all of their -- all those last ones outside of APEX
5 would have been shipped through the Angel facility.

6 Q Okay. Let me go off the record just a second.

7 (WHEREUPON, after an off-the-record discussion,
8 the proceedings were resumed as follows, to-wit:)

9 BY MR. SCHEIB:

10 Q All right, just so that I'm clear, one of the customers
11 that shipped in 2025 is APEX; is that correct?

12 A That is correct.

13 Q The remaining entities that you named all relate to
14 Epstein in Lake Village, Arkansas?

15 A That is correct.

16 Q So if I'm correct -- please tell me -- let me see. Do
17 Anderson's, Penny Newman, and Gavilon ship to Epstein in Lake
18 Village, Arkansas?

19 A No. They ship from Epstein.

20 Q When Anderson's seeks rail service from Epstein, does
21 Anderson call NLA?

22 A No, they do not.

23 Q Who requests rail service from NLA when Anderson's wants
24 to ship from Epstein?

25 A The cars arrive in McGehee, Arkansas. They're just on our