GENTRY LOCKE
Attorneys

John M. Scheib
scheib@gentrylocke.com
P: scheib@gentrylocke.com
F: 540.983.9400

312728

October 22, 2026

ENTERED
Office of Chief Counsel
October 22, 2026
Part of
Public Record

VIA E-FILING

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

Re: FD 36447, *Lake Providence Port Commission – Feeder Line Application – Line of Delta Southern Railroad, Inc. Located in East Carroll and Madison Parishes, Louisiana; Status Report*

Dear Chief of Case Administration:

Pursuant to 49 C.F.R. § 1114.28, respondent, Delta Southern Railroad Inc. ("DSRR"), submits transcripts of the following depositions, complete with exhibits and Errata sheets:

- September 29, 2026 deposition of William Wyly Gilfoil; and
- September 29, 2026 deposition of Daniel B. Robbins.

This filing fulfills DSRR's commitment stated in its letter of September 30, 2026 (Document No. 312602) to file the final transcripts after the witnesses had read and signed them.

Please contact our office if you have any issues accessing the documents.

Regards,

/s/ John M. Scheib

John M. Scheib
Counsel for Delta Southern Railroad, Inc.

cc: Parties of Record
Administrative Law Judge Soulikias



Transcript of William Wyly Gilfoil

Date: September 29, 2026
Case: Lake Providence Port Commission - Feeder Line Application, In Re:

Planet Depos
Phone: 888.433.3767
Email: transcripts@planetdepos.com
www.planetdepos.com

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

Deposition of WILLIAM WYLY GILFOIL

Conducted Virtually

Tuesday, September 29, 2026

10:15 a.m.

Job No.: 651473

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Reported by: Helen B. Yarbrough, RPR, CCR

Deposition of WILLIAM WYLY GILFOIL, conducted virtually.

Pursuant to agreement, before Helen B. Yarbrough, RPR, CCR, Notary Public in and for the Commonwealth of Virginia.

A P P E A R A N C E S

ON BEHALF OF LAKE PROVIDENCE PORT COMMISSION AND THE WITNESS:

RICHARD H. STREETER, ESQUIRE
LAW OFFICES OF RICHARD STREETER
5255 Partridge Lane, NW
Washington, D.C. 20016
202-363-2011
and
MICHAEL F. MCBRIDE, ESQUIRE
VAN NESS FELDMAN
2000 Pennsylvania Avenue
Suite 6000
Washington, D.C. 20006
202-298-1800

A P P E A R A N C E S (Continued)

ON BEHALF OF DELTA SOUTHERN RAILROAD, INC.:

JOHN M. SCHEIB, ESQUIRE
GENTRY LOCKE
101 West Main Street, Suite 705
Norfolk, Virginia 23510
757-840-3600
and
NOAH P. SULLIVAN, ESQUIRE
GENTRY LOCKE
919 East Main Street, Suite 1130
Richmond, Virginia 23219
804-956-2069

ON BEHALF OF THE WITNESS:

JOHN CRIGLER, ESQUIRE
BISHOP PAXTON CRIGLER & MOBERLEY
124 Hancock Street
P.O. Box 97
St. Joseph, Louisiana 71366
318-766-4872

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P R O C E E D I N G S

THE COURT REPORTER: Mr. Crigler, will you please identify the witness.

MR. CRIGLER: Yes, ma'am. This witness is Mr. Wyly Gilfoil.

Whereupon,

WILLIAM WYLY GILFOIL,

being first duly sworn or affirmed to testify to the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR
THE DELTA SOUTHERN RAILROAD, INC.

BY MR. SCHEIB:

Q Good morning, Mr. Gilfoil. My name's John Scheib. I'm with the law firm of Gentry Locke. I represent Delta Southern Railroad. With me this morning is my colleague, Noah Sullivan.

MR. SCHEIB: Mr. McBride, you want to identify yourself for the record as the one defending the deposition?

MR. MCBRIDE: Certainly. Good morning again, Ms. Yarbrough. Michael McBride. I'm with

the law firm Van Ness Feldman, V-A-N N-E-S-S F-E-L-D-M-A-N, LLP in Washington, D.C. And with me is Mr. Richard Streeter of the Law Offices of Richard Streeter, also in Washington, D.C.

MR. SCHEIB: Thank you.

Q Mr. Gilfoil, if you would, state your name for the record.

A William Wyly Gilfoil.

Q What's your mailing address?

A 604 Schneider Lane, Lake Providence, Louisiana 71254.

Q Have you been deposed in this matter previously?

A Yes.

Q Let's take a minute to go over the deposition process. In the deposition I'm going to ask you questions. You are answering them under oath. Do you understand that?

A Yes, sir.

Q Unlike a typical conversation, your answers today are under oath and are subject to potential penalties for perjury for willfully

giving false, misleading, or incomplete testimony. Do you understand that?

A Yes.

Q If you need a clarification to any question I answer [sic], feel free to look to me for a clarification and not to anyone else. Do you understand that?

A Yes.

Q Sometimes when I ask a question, you may have partial knowledge but not absolute, certain, or complete knowledge. For example, if I asked you right now what the temperature was, you may not be able to tell me the exact degree, but you could tell me it's warm or cold. Do you understand that I'm entitled to your best answer?

A Yes.

Q Do you understand that I'm entitled to a complete answer when you answer my questions? So for example, if I ask you what you had for breakfast this morning and you said "eggs," but you also had eggs, bacon, and toast, that would be an inaccurate and incomplete answer. Do you

understand that?

A Yes.

Q What documents did you review in preparation for the deposition today?

A I reviewed the documents that my attorney sent to me.

Q What were those documents?

A One, I think, was a resolution, and then there were two copies of the minutes.

Q What resolution?

A It was a resolution, I guess -- I don't know what the date they passed it, and I don't remember all the details of the resolution.

Q Did you bring the resolution with you today?

A No, I did not.

Q What minutes did you review in advance of this deposition?

A Two separate months' minutes. I don't remember the dates on them.

Q What did you learn from reviewing the minutes?

A I don't know. It was pretty much just a recap of, you know, the monthly meetings that were held by the port back several years ago.

Q Were those minutes from the time period when you served as executive director of the Lake Providence Port Commission?

A Yes.

Q Is there any reason that your testimony would be impaired today?

A Not that I'm aware of.

Q Are you on any medication?

A Several.

Q Any that would impair your ability to answer truthfully and completely today?

A Not to my knowledge.

Q Is there any other reason you can't give complete and truthful testimony today?

A Not that I'm aware of.

Q When was the last time you spoke to Mr. Danny Robbins of the North Louisiana and Arkansas Railroad?

A It's been a while. I don't think I

have since I retired.

Q Have you talked to him during the calendar year 2026?

A No.

Q Okay. When was the last time you spoke with Mr. Brian Killen, the current executive director of the Lake Providence Port Commission?

A I think I spoke with him yesterday.

Q Have you spoken with Mr. Killen about his deposition in this proceeding?

A No.

Q Not just yesterday but in any conversation in 2026, have you spoken with him about his deposition in this proceeding?

A I have not.

Q Have you ever spoken with him about any amendments to the railway lease agreement between North Louisiana and Arkansas Railroad and the Lake Providence Port Commission?

A I think I have, but it's been a while.

Q To the best of your recollection, when would that conversation have occurred?

A Several months ago.

Q During calendar year 2026 -- question mark?

A I think so.

Q What did you talk to him about regarding that, any amendment to the railway lease agreement between North Louisiana and Arkansas Railroad and Lake Providence Port Commission?

A I think the gist of the conversation was that we had failed to put in writing the agreement on storage revenue or, you know, make an amendment to the lease.

Q Who initiated the conversation?

A I don't remember.

Q Did you call him?

A Well, we call back and forth. I mean, we have personal conversations; and then, we have, you know, some business conversations. I'll call and congratulate him, you know, on if they've done something, you know, like reached a certain stage with the development of the project; or this Meta project over in Rayville had been really exciting

to see that development at the port.

So, you know, I call him -- and then I call him and comment on, you know, it looks like the water is running out in the river, which it basically did at the end of August. I think it makes it five years in a row now -- you know, call him on issues like that.

Q The conversation about the amendment, was it a conversation on the phone or in an in-person conversation?

A As far as I remember, it's been on the phone.

Q Did you call him about the amendment issue, or did he call you?

A I don't remember.

Q Do you remember when in 2026 that conversation occurred?

A No, I do not.

Q Was it before or after June of 2026?

A I really couldn't say.

Q Who was the attorney who provided you the documents that you referenced earlier that you

reviewed in advance of this deposition?

A Mike.

Q Was that Mr. McBride?

A Yes.

Q When did the Lake Providence Port Commission and the North Louisiana and Arkansas Railroad begin discussing possible amendments to the compensation provisions of the Second Amended Railway Lease Agreement?

A I don't know that we actually ever discussed amending the lease with Danny Robbins.

What we did discuss in conjunction with an application to the port authority program was meeting the revenue projections required to be qualified for the program and, you know, structuring the lease that way.

I think I dropped the ball on, you know, getting the lease amended, the proposed lease amended. We had, I think, as I remember, we had some kind of deadline we had to provide to the Surface Transportation Board, a proposed lease, and we essentially copied the lease that we have

with Northern down in Arkansas on the 16 miles of track that the port already owns.

Q So recognizing that you never discussed amending the contract, tell me when this conversation would have occurred that you just described.

A I think it was December of 2023. I had looked back in my notes and found the meeting, the calendar reminder, whatever you call it, for that meeting.

Q What did your calendar reminder say?

A It had -- we had meetings in conjunction with the INFRA project and the DOT funding for the rail rehab for Sections A, B, C, and D; and we had somewhat regularly scheduled meetings for that.

And I remember meeting with Danny after one of those in the port commission board room there at the Lake Providence port, and we went over the numbers that indicated how we were generating revenue for the track, proposed track, rehabilitation and acquisition of the track from

Lake Providence, south.

Q For that meeting or conversation that you recall with Mr. Robbins after a Lake Providence Port Commission meeting, was anyone else in attendance?

A Not that I'm aware of. I think it was just Danny and myself, because the other meeting had ended, the meeting with the -- on the Sections A and B.

Q To clarify, are you recalling that this was after a Lake Providence Port Commission meeting?

A No, I don't think it was.

Q What was the meeting that was immediately prior to you talking to Danny Robbins outside the meeting?

A Immediately prior was the discussion of, you know, the project on Sections A, B, and C for the INFRA and the DOT grant. That would have been the meeting that immediately preceded that.

Q What group was that that was meeting?

A Patrecia Hargrove from Pine Bluff --

oh, God -- Southeast Arkansas Economic Development District, probably would have been the engineer.

Q I think you've answered my question well enough. I was just trying to distinguish between the Lake Providence Port Commission and some other group.

Do you know if any meeting minutes were kept of the group that met immediately prior to you having a conversation with Danny Robbins?

A If there were, Patrecia would have handled that.

Q And, again, tell me basically the month and year you think that that meeting occurred.

A I'm sure it was December, and I think it was 2023.

Q Did you and Mr. Robbins exchange any e-mails relating to changing the compensation provision in the Second Amended Railway Lease?

A Not that I'm aware of.

Q Were there any other conversations about amending the Second Amended Railway Lease after the discussion you just described between

you and Mr. Robbins?

A No, I don't think so.

Q What were the specifics of the conversation you had with Mr. Robbins as to how the Second Amended Railway Lease needed to change?

A It was where the port commission would get a hundred percent of the storage revenue on storing cars. We anticipated that there would be stored cars on the track that we could accumulate the engineering and funding to, you know, rehabilitate the track upon acquisition so that we would have storage related to that, in addition to probably constructing some sidings that would allow for storage, additional storage.

Q So you used the term "track" there, and I want to be really specific. Tell me what track you are describing.

A The proposed acquisition of the track from Lake Providence, south to Meridian Speedway.

Q Was the business plan to store railcars on the line between Lake Providence Port Commission and Tallulah?

A At least for a period of time until we constructed additional storage tracks or storage yard.

Q Did the alleged oral amendment that you and Mr. Robbins discussed apply only to rail cars stored within the Lake Providence port?

A No.

Q Where else would it have applied?

A It would have applied up and down the line, on track that LPPC owned.

Q At the time of the discussion between you and Mr. Robbins, what track did Lake Providence Port Commission own?

A The 16.2 miles from the Arkansas line, down to the Highway Barn, just south of Lake Providence and then the track within the port of Lake Providence.

Q Under the alleged oral amendment, what was the change in revenue to the port commission from the Second Amended Railway Lease?

A What was the total projected gross revenue? Is that what you're asking for?

Q No. I'm asking what the amendment changed in terms of the revenue split that --

A Oh, in terms of what the storage would add to the revenue?

Q How much of the storage revenue was Lake Providence Port Commission to receive under the Second Amended Railway Lease?

A I think it was in the neighborhood of a million to a million-three, somewhere in there.

Q Do you remember what percentage of the revenue from car storage the Lake Providence Port Commission was to receive under the Second Amended Railway Lease?

A I'm not sure. Could you repeat the question?

Q Sure. Do you remember what percentage of the revenue from car storage the Lake Providence Port Commission was to receive under the Second Amended Railway Lease Agreement?

A I'm just having a hard time understanding that question. Are you -- are you asking what portion of the gross revenue that was?

Q I'm asking for every dollar that was received from car storage under the Second Amended Railway Lease Agreement, what percentage was going to go to the Lake Providence Port Commission?

A Of the storage revenue, to my knowledge, it was a hundred percent of the storage revenue.

Q Does 10 percent sound familiar?

A 10 percent is what you get for the -- the traffic crossing. Let's see. You get 10 percent for destination or origination, and then you get 5 percent throughput.

Q Do you remember how the Second Amended Railway Lease Agreement defines the term "freight revenue"?

A No. I mean, not right off the bat, I sure don't. I would think of storage as being different from freight revenue, but . . .

Q Yeah, we'll look at the contract language in a few minutes.

When was the first time that you personally started working with the North

Louisiana and Arkansas Railroad during your time at the port?

A This is just a best guess. I would think somewhere in that period where we acquired the track from Mr. Wainwright. Oh, let's see. 2010, 2011-ish, somewhere in there.

Q Did you help negotiate an agreement for the North Louisiana and Arkansas Railroad to lease and operate that track?

A Yes.

Q What was that agreement called? Does it have a name?

A I'm sure it did, but I don't remember what it was.

Q Is the First Amended Railway Lease Agreement an amendment to that original contract?

A I don't know.

Q Do you recall how the First Amended Railway Lease Agreement allocated revenue for railcar storage?

A I don't really remember, you know, addressing railcar storage in that first lease

agreement with North Louisiana and Arkansas.

Q Going back to the alleged oral amendment, if a customer needed railcars that were stored on the track and it required the North Louisiana and Arkansas Railroad to move cars around to get to the right storage cars, how is the railroad compensated for that work?

A You want to repeat that scenario again, please?

Q Sure. If railcars are stored on the track under the alleged amendment and the North Louisiana and Arkansas has to come down and get the right group of cars out of that group of storage railcars, how is the North Louisiana and Arkansas Railroad compensated for that work?

A I mean, I think they got an in-and-out charge, you know, for moving a car into the queue and then moving out. And then the port would get, you know, a percentage of that. But then the storage itself, I think the port -- it was structured to give the port, you know, all the storage.

Q Do you remember negotiating the First Amended Railway Lease?

A The one that was done back in 2011? Is that what you're referring to?

Q That might be the time frame. The version we have actually doesn't have the date filled into the lease agreement.

A Yeah, I mean, I was involved on that first one.

Q What was amended from the original contract to the First Amendment Lease Agreement -- Railway Lease Agreement?

A I do not know.

(Discussion off the record; technical difficulty.)

BY MR. SCHEIB: (Continuing)

Q Do you recall what changed between the First Amended Railway Lease and the Second Amended Railway Lease Agreement?

A I don't know, you know, which agreement you're really referencing when you say first and second. I don't get the distinction there.

Q Did the Lake Providence Port Commission approve the alleged oral amendment at the time that you and Mr. Robbins had the conversation in apparently December of 2023?

A I don't remember that it was ever brought before the board.

Q Is it the practice of the Lake Providence Port Commission to approve amendments to contracts?

A Yes.

Q Do you recall filing a verified statement at the time the Second Amended Railway Lease Agreement was submitted to the Surface Transportation Board?

A I mean, we filed several verified statements; but which one occurred when, I don't have any exact recollection.

Q During your time as the executive director of the Lake Providence Port Commission, did the Lake Providence Port Commission ever approve the alleged oral amendment between you and Mr. Robbins?

A Not to my knowledge.

Q Have you ever considered filing a verified statement at the Surface Transportation Board related to the alleged oral amendment?

A Have I considered it?

Q Yes, sir.

A No.

Q Have you ever discussed filing a verified statement to the Surface Transportation Board related to the alleged oral amendment?

A Can you repeat the question? I got a ding in between.

MR. SCHEIB: Can you read the question back?

(Pending question read.)

THE WITNESS: I don't think so.

MR. SULIVAN: Can I suggest we pause briefly just so we can get the dings --

MR. SCHEIB: Can we go off the record just a second to get the dinging to stop?

(Discussion off the record; technical difficulty.)

BY MR. SCHEIB: (Continuing)

Q Are there any other amendments, to your knowledge, to the Second Amended Railway Lease Agreement, whether written or oral, that -- either written or oral?

A No.

Q Have you had any discussion with Mr. Killen or Mr. Robbins about the need for any other amendments to the agreement between the Lake Providence Port Commission and the North Louisiana and Arkansas Railroad?

A No.

Q I want to go back to the December 2023 conversation you had with Mr. Robbins. Why did the issue of amending the agreement between the Lake Providence Port Commission and the railroad come up?

A It was part of the application process in applying for the DOT rail grant through the Port Authority Program. You have to meet a certain rate of return, return on investment for the state. And it was necessary, based on the

projections, to meet that return requirement that we change the -- or add in the storage component for the rail and because it was anticipated that we would have storage, at least for the period until we could get the track rehabbed, and then for future building of a storage yard.

Q Would Lake Providence Port Commission have met the rate of return without changing the storage such that it got 100 percent of the storage revenue?

A I don't think so.

Q You said that the plan was to store cars, quote -- "at least for a period" -- close quote. What was the period of time that you were thinking of?

A Well, it depends, because sometimes it takes quite a while to get these projects in motion. So until you can get the track rehabbed, the complete track rehabbed, and depending on whether or not you had to do it in stages, was really up in the air. So it's kind of difficult to project that period of time.

Q What was contemplated for the revenue split for railcar storage after that -- quote -- "period of time" -- close quote?

MR. MCBRIDE: John, are you asking about storage of the Lake Providence port tracks or on other tracks that might have been owned by somebody else?

Q Well, Mr. Gilfoil, when you described the Lake Providence Port Commission meeting to have storage revenue in order to meet the rate of return, where did you anticipate that those railcars would be stored?

A Well, additional storage yards were added in the Lake Providence port. We'd also acquired property in the town of Lake Providence and had, you know, plans to put some storage in there eventually. So it included that and included the possible addition of a storage yard in Madison.

Q When were storage yards added inside Lake Providence port?

A They were added in the Section C part

of the INFRA and DOT grants that were completed, you know, after I left.

Q How many feet of track were added?

A I can't -- I don't remember that.

Q Is there a document that would tell us how many feet were added?

A Yeah. Yeah.

Q What document?

A It would be the final report of the construction of that project.

Q Was a firm called Digital Engineering retained as part of that project?

A Yes.

Q Does 2,100 feet of track sound right?

A I just don't remember.

Q Would the tracks that were added at Lake Providence port accommodate 500 railcars every day for 365 days per year?

A I mean, I can't answer that off the top of my head.

Q Do you know how many miles of track would be consumed by 500 railcars?

A I do not.

Q You had testified that you had plans to put in additional storage track, but that takes time. So going back to my original question, at the time that you and Mr. Robbins had this conversation about reallocating revenue from railcar storage, where did you anticipate storing cars?

MR. MCBRIDE: Asked and answered.

MR. SCHEIB: I think, Mike, you interrupted the question with your question to me.

Q You may answer, Mr. Gilfoil.

A Can you repeat the question?

Q At the time you and Mr. Robbins had your conversation about amending the allocation of storage revenue and at the time you submitted the Louisiana DOT grant application, where did the Lake Providence Port Commission intend to store railcars?

A On sidetracks that the port commission owned and any potential that we acquired.

Q By "acquired," do you mean the line

from Lake Providence port to Tallulah?

A Yes.

Q During your time as the port director, did the Lake Providence Port Commission store railcars for any customer?

A Yes.

Q Who was the customer?

A The cottonseed folks.

Q Who are the cottonseed folks?

A APEX.

Q Where did the Lake Providence Port Commission store cars for APEX during your time as executive director of the port?

A On the sidings we had within the port.

Q Where exactly are those sidings?

A There's sidings in between the general cargo warehouses. There's the siding down adjacent to the main line.

Q How many railcars fit on the siding by the general warehouse?

A Ten, fifteen, maybe.

Q How many railcars fit on the siding

that's adjacent to the main line?

A That's a quarter-mile track. So whatever the, you know, calculation is. I guess it depends on the length of the car.

Q Are there any other sidings on the rail track from the state line to the Lake Providence port?

A There's a siding at -- there's a siding at Shelburn, Louisiana. There's a siding at Highlands, Louisiana. And that's all there were at the time.

Q How many railcars fit on the siding at Shelburn?

A I couldn't tell you.

Q More than ten?

A I would say in the neighborhood of ten.

Q How many railcars fit on the siding at Highlands?

A Probably about the same number.

Q How was the Lake Providence Port Commission compensated for storing APEX's cars during the time you were executive director of the

Lake Providence port?

A I think according to that original lease, we were getting 10 percent.

Q Do you recall how much annual revenue you were -- the Lake Providence Port Commission was receiving from storing railcars during your time as port director?

A I do not.

Q Where on the LPPC audited financial statements would revenue from railcar storage appear?

A It would be in the operating revenues and leases.

Q Do you recall what the maximum amount of cars APEX stored with Lake Providence Port Commission during your time as port director?

A Maximum at one time or maximum through the whole period?

Q At one time.

A That was probably in the neighborhood of five, ten cars at a time.

Q Do you remember what the maximum number

was that -- of railcars that APEX stored with Lake Providence Port Commission in a year?

A No.

Q Do you recall what the average number of days that an APEX railcar was stored would be?

A No. No.

Q Did APEX pay the Lake Providence Port Commission directly for railcar storage?

A No.

Q Did Lake Providence Port Commission get paid by the North Louisiana and Arkansas Railroad for the railcar storage by APEX?

A Yes.

Q In 2021, was the Lake Providence Port Commission compensated with 10 percent of the revenue from car storage?

A I don't remember.

Q So you testified that Lake Providence Port Commission received 10 percent of the revenue from car storage. Do you recall that?

A Yes.

Q And what I'm asking is, was that the

applicable arrangement during 2021?

A It should have been; but I don't know if there were cars, in fact, stored that year. I mean, I just don't remember that.

But if there were cars stored, then we should have gotten the 10 percent, assuming that, you know -- I think, you know, the accountant works our stuff on an accrual basis. So if they stored cars in 2021, you know, they may not -- we may not have gotten paid till 2022. So -- but he usually made an adjustment, year-end, to try to capture that to the extent that we could remember.

Q So let's just focus on billing as opposed to the accounting, because I understand the accounting can get weird. But if a railcar were stored by APEX in 2021, would the applicable provision have provided Lake Providence Port Commission with 10 percent of the revenue from the car storage?

A Yes, assuming that they had cars stored during 2021, that's right.

Q Is that also true for the year 2022?

A Yes.
Q Is that applicable for the year 2022?
A Yes.
Q Is that same provision applicable to cars that may have been stored in 2024?
A Yes.
Q Is that provision applicable to railcars that would have been stored in 2025?
A I can't answer that. I retired in January of 2025.
Q I forgot your retirement date. Sorry about that.
We are going to try the technology thing here and see if it works, Mr. Gilfoil. Can you see the document on your screen? Do you see a document?
A Yes, sir.
Q All right. What's the title of this document?
A "First Amended Railway Lease Agreement."
Q Right. I'm going to scroll down to

page 1, and I will represent to you that this was filed at the Surface Transportation Board. The first paragraph of the lease agreement says, "this lease agreement made of" -- and it's got a blank for a date. Do you know why the dates were not filled in on this agreement?

A I couldn't tell you.

Q What was the predecessor to this first amended lease agreement?

A I don't remember what the situation was.

Q Was there an agreement in effect between the North Louisiana and Arkansas Railroad prior to entering into this First Amended Railway Lease Agreement?

A It must have been if it's called "first amended."

Q Do you know how that prior agreement addressed compensation for railcar storage?

A Not offhand, I don't.

Q Do you know why the amendments contained in the First Amended Railway Lease

Agreement were reduced to writing?

A Can you repeat the question?

Q Do you know why the amendments reflected in the First Amended Railway Lease Agreement were reduced to writing?

A I mean, not right offhand, I don't.

Q Were you part of the decision to document the amendments in a First Amended Railway Lease Agreement?

A Yes.

Q Did the Lake Providence Port Commission retain counsel to help it document the amendments in the First Amended Railway Lease Agreement?

A Yes.

Q Who was that counsel?

A Can you give me the date of when this occurred?

Q Well, I'll scroll down to the document later. You can see the date was left blank. I'll represent to you that when we get there the certification pages, to the extent they're dated, are dated December of 2020.

A I think Jim [sic] Crigler would have been the board attorney at that time.

Q And you were part of the decision to memorialize the amendments in this First Amended Railway Lease Agreement?

A That's correct.

Q Do you recall what changed from the predecessor agreement to this First Amended Railway Lease Agreement?

A I do not.

Q We can scroll down here.

All right. We've scrolled down to Section 3 of the First Amended Railway Lease Agreement. Can you see that on your screen?

A I can.

Q All right. Section 3.1a provides that 10 percent of the freight revenue for traffic originated or terminated on the leased premises goes to the Lake Providence Port Commission. Do you remember how "freight revenue," that term was defined?

A No.

Q Look at 3.1d and read that into the record for me.

A "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."

Q Do you read the provision to provide that Lake Providence Port Commission get 10 percent of the revenues from storage of railcars?

A I do.

Q I've skipped down to the signature pages. And under the Lake Providence Port Commission, do you recognize the name of the signatory?

A I do.

Q Who is the signatory on behalf of the Lake Providence Port Commission?

A James A. Thom, IV.

Q Who was the witness?

A I was one of them, and Francis Lensing, secretary and treasurer, was the other one.

Q Who is Mr. Thom?
A Thom?
Q Yes.
A He's the president of the port commission, or chairman.
Q And why was it necessary for Mr. Thom to sign this agreement on behalf of Lake Providence Port Commission?
A Well, that's the typical way that we do it.
Q Was this First Amended Railway Lease Agreement approved by Lake Providence Port Commission's board?
A Yes.
Q Is this the type of amendment that would be required to go before the Lake Providence Port Commission board for approval?
A Yes.
Q Would that approval have been noted in the agenda for the meeting in which the Lake Providence Port Commission board was going to consider approval?

A It should have been.

Q Would the vote on the First Amended Railway Lease Agreement by the Lake Providence Port Commission be in the minutes of the meeting where it was considered?

A It should have been.

Q Do you know if any railcars were ever stored pursuant to the First Amended Railway Lease Agreement?

A I think we discussed that previously, that APEX stored some.

Q I'm just trying to dial in on the time frame.

A Danny may have -- Danny may have stored other cars. I can remember, you know, APEX cars being stored on the track. And he could have stored other cars there, you know, that I just don't remember.

Q And I'm just trying to dial in more specifically on your recollection, because we now have the date of this agreement. And do you recall railcars being stored after December 2020,

the date of this agreement?

A Yes.

Q Does the provision in Section 3 of this First Amended Railway Lease Agreement apply to railcars stored within Lake Providence port?

A Yes.

Q Does the compensation provision of Section 3 apply to the storage of railcars on the rail tracks that Lake Providence Port Commission then owned, which I think you said was from the state line to the Lake Providence port?

A It was from the state line to the Highway Barn. Delta Southern owned that one mile from the Highway Barn to the Fort Lee (phonetic), approximately a mile, or a little less (inaudible).

Q Exhibit A describes the leased property. Can you read that into the record?

A "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 491 (Tella Bena) 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 the port's immovable property thereunder, together with all rights-of-way, easements, servitudes and rights of ingress."

Q Does that description that you just read include the rail track within the Lake Providence port?

A Yes.

Q All right. Can you see the screen that says "Second Amended Railway Lease Agreement"?

A Yes.

MR. SCHEIB: Just to be clear, I'm going to provide a copy of the First Amended Railway Lease Agreement as Exhibit 1 and give that to the court reporter.

(Deposition Exhibit 14 was marked for identification and is attached.)

MR. SCHEIB: I'm going to enter the Second Amended Railway Lease Agreement as our second exhibit.

(Deposition Exhibit 15 was marked for identification and is attached.)

Q And, Mr. Gilfoil, you've said that you can see that; is that correct?

A That's correct.

Q Okay. Great. Just making sure technology's working.

Scroll down to page 1. This time the date is filled in. It's January 4th of 2023. Can you see that?

A Yes.

Q Do you remember in your first deposition Mr. Sullivan asking you questions

relating to the revenue provision of this agreement?

A I really don't remember what all (inaudible) were.

Q Do you recall submitting a verified statement when the Second Amended Railway Lease agreement was submitted to the Surface Transportation Board?

A I remember we submitted a lot of verified statements throughout the whole proceeding. Remember this specific one, I do not.

Q So this is part of the exhibit that I've just entered, which is the filing from the Surface Transportation Board that includes the Second Amended Railway Lease Agreement. Do you see the last sentence of paragraph 2 that reads, "In addition, I am submitting a true copy of the Second Amended Railway Lease that LPPC has entered into with North Louisiana and Arkansas Railroad that includes the additional mileage that LPPC seeks to acquire in this proceeding?"

Do you see that sentence?

A Yes, I see it.

Q Does that refresh your recollection about what you said in your verified statement as pertains to the second amended lease?

A Yes.

Q And as of January 4th, 2023, the second amended lease was the applicable agreement between the North Louisiana and Arkansas Railroad and the Lake Providence Port Commission?

A One of the proposed agreements, because I don't think we owned the track at that time nor since. I don't think we own it now.

Q We'll come back to that.

Were you part of the negotiations that resulted in the Second Amended Railway Lease Agreement?

A Yes.

Q What provisions were you -- did you negotiate changes to between the First Amended Railway Lease Agreement and the Second Amended Railway Lease Agreement?

A I don't remember any changes other than

the proposed addition of, you know, track that was proposed by Ms. Lee (phonetic.)

Q So as we've studied the agreement, I think what you're referring to is Recital D, which changed the milepost from 471.0 to Milepost 491 in the First Amended Railway Lease Agreement, and it changed it to Milepost 471 to Milepost 498.44 in the second amended agreement. Is that what you are recalling?

A I mean, I think that's, you know, the addition of the track that would -- yeah, I believe that's --

Q Let's scroll down to -- I think if this helps you, do you remember whether any other provisions were removed from the agreement?

A I sure don't.

Q Do you recall whether Section 3 that involved compensation changed between the First Amended Railway Lease Agreement and the Second Amended Railway Lease Agreement?

A I don't think it did.

Q Okay. I've got on the screen

Section 3. Take a look and tell me if you see any changes.

A It looks the same to me.

Q By "the same," it provides LPPC 10 percent of the freight revenue for traffic originated or terminated on the leased premises; is that correct?

A That's correct.

Q And by "the same," it also still provides that the term "freight revenue" is defined to mean payment received by NLA for the transportation and storage of railcars. Is that also correct?

A Yes.

Q If you note in Section 3.1a, it again uses the term "leased premises." Did the leased premises change from the First Amended Railway Lease Agreement to the Second Amended Railway Lease Agreement?

A I think it did. I think that's where -- the second amended, I think, addressed for the Surface Transportation Board the addition

of the -- proposed addition of track.

Q Why did the Lake Providence Port Commission and NLA memorialize these amendments in writing?

A I think it was required by the STB as far as the package, if I remember.

Q I've scrolled down into the document to the signature page. Who signed on behalf of the Lake Providence Port Commission?

A James A. Thom, IV.

Q And who were the witnesses?

A I was one of them.

Q Can you make out the other signature?

A I sure can't.

Q Me either. Why did Mr. Thom sign on behalf of the Lake Providence Port Commission?

A He's the president of the commission.

Q Was this agreement approved by the Lake Providence Port Commission's board?

A It should have been.

Q Would the agenda for the meeting at which this agreement was considered by the Lake

Providence Port Commission show this as an agenda item?

A It should, yes.

Q Would the board minutes from the meeting at which the Lake Providence Port Commission approved this amendment include documentation of that approval?

A Yes. Should.

Q Why was the Second Amended Railway Lease Agreement submitted to the Surface Transportation Board?

A I'm not familiar with all the procedural requirements, but it's my understanding that it was a requirement by the STB that it be submitted as part of the process, application process.

Q Was there any discussion prior to entering into the Second Amended Railway Lease in January of 2023 to changing the compensation provision?

A Not that I'm aware of.

Q Were any railcars stored that would

have been -- strike that.

Did the Second Amended Railway Lease Agreement ever apply to any railcars that were stored on property owned by the Lake Providence Port Commission?

A It's my understanding this was a proposed lease. I'm not sure about the answer to that question.

Q That's where I'm having a little bit of a hard time. If we go back up to the first page, it says the agreement's made on January 4, 2023. Do you see that?

A Yes.

Q And then when we go down to the definition of "leased premises" -- well, we see the signature pages. Let's look at the signature pages. You see that it's signed by the Lake Providence Port Commission?

A Yes.

Q You see that it's also signed by the North Louisiana and Arkansas Railroad, Mr. Danny Robbins?

A Yes.

Q Do you agree that it was signed by Mr. Robbins and by Mr. Thom?

A Yes.

Q Do you agree that there are -- it looks like that there are acknowledgment pages as to their signatures, the first being by Melissa Courtwright for Mr. Danny Robbins. Do you agree that that is there?

A Yes.

Q And the second, do you agree that the verification for -- the acknowledgment for Mr. Thom's signature is there and signed by Debra Hopkins?

A Yes.

Q Now, the leased property, Exhibit A, let's look at that. We don't need to read the whole thing into the record, but let's look at the first part. It says, "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." Close quote.

Does that definition of "leased property" include all of the property that was included in the First Amended Railway Lease Agreement?

A Yes.

Q So the disagreement --

A Pardon?

Q I want to make sure I got your answer correctly. Does this definition of "leased property" include all of the leased property that was covered by the First Amended Railway Lease Agreement?

A Yes.

Q Did this agreement apply to the leased property that the Lake Providence Port Commission had at the time that it was entered into?

A I'd have to ask my attorney.

Q At the time that this was entered into,

what property did the Lake Providence Port Commission have?

A Would you repeat the question, please.

Q At the time that this agreement was entered into on January 4th, 2023, what was the property in which Lake Providence Port Commission had right, title, and interest in?

A All the property?

Q No, I'm asking you to tell me what property --

A The rental property.

Q Did that include from Milepost 454.8 to whatever the milepost is at the Lake Providence port?

A Well, it would be to the Highlands Barn.

Q What is that milepost?

A I think it's 471.

Q So at this time did the Lake Providence Port Commission have right, title, and interest to property from Milepost 454.8 to Milepost 471?

A It did.

Q And is that included in the leased property definition in Exhibit A?

A Yes.

Q Did the Lake Providence Port Commission and the North Louisiana and Arkansas Railroad act pursuant to this Second Amended Railway Lease Agreement?

A Yes.

Q Looking at the first amended agreement and the second amended agreement, they have identical compensation provisions, correct?

A I believe that is correct.

Q Did LPPC ever store railcars for any customer after January 2023 till the date you left the port?

A Yes.

Q Did the Lake Providence Port Commission receive revenue pursuant to the Second Amended Railway Lease Agreement?

A I hope we did.

Q Is that a "yes" or a "no"?

A Well, you know, unless I audited

Danny's statements, I really wouldn't know. But we relied on them to do it. I would assume that, yes.

Q Do you recall the Lake Providence Port Commission getting paid for the storage of railcars from January 2023 till the date you left as executive director of the port?

A Recall it specifically, no; but I think in general, you know, that was expected.

Q I'm just trying to understand from your answer if you're trying to be technical or if you're telling me there was no payment for any railcars stored between January 2023 and the time you left as the executive director of the port.

A Well, I'm assuming that there was revenue collected for that purpose. But having a specific memory of any individual moment in that period related to that, I do not.

Q You testified that you recall railcars being stored at Lake Providence port or on Lake Providence port's track after January 2023. Would Lake Providence port have stored those cars for

free?

A No, shouldn't have.

Q And if you received payment, the payment would have been pursuant to the Second Amended Railway Lease Agreement; is that correct?

A That's correct.

MR. SCHEIB: Give me just one minute. There's a lot of maps attached to that. We are going to enter Exhibit 3, which is --

MR. MCBRIDE: Just a moment. I want you to consider something for clarity. Mr. Gilfoil's deposition, which has been reopened, back in February of this year had 13 exhibits; and I'm just wonder if you might consider for clarity that you start with Number 14 on the exhibits in this reopened deposition.

MR. SCHEIB: That's very fair, Mike. Sorry about that. We can do that. The First Amended Railway Lease Agreement will be 14. The STB filing that includes the Second Amended Railway Lease Agreement will be 15. And we'll be entering 16. Thank you, Mike.

MR. MCBRIDE: Thank you.

(Deposition Exhibit 16 was marked for identification and is attached.)

Q Mr. Gilfoil, do you recognize this document?

A I do.

Q Let me just scroll down there. Do you see who is listed as the preparer?

A Yes.

Q Who is the preparer of this document?

A Myself.

Q And what is this document?

A It's an application to the Louisiana Port Construction and Development Priority Program.

Q I've put on the screen figure 4 on page 5 of the agreement -- the page that is numbered 5. Do you see the red line on that map?

A I do.

Q Is that the extension of the track within the Lake Providence port that you referenced earlier as being for storage?

A It is, one of them.

Q Are there others?

A I think there were. I think there was proposed track construction at Shelburn, a reconstruction at Shelburn; Highland; up at Millicon (phonetic), maybe; and then at John Deere; and then, well, and Anderson as well.

Q All right. I've scrolled down to Section II.B.5, called "Cargo Handling Revenue." The second sentence of this document from 2017 says, "Rail-based cargo handling revenue is based on 10 percent of the cost of rail fees when generated cargo goes to or from the port." Close quote.

Does that refresh your recollection as to what the applicable compensation provision was prior to the First Amended Railway Lease Agreement?

A Yes.

Q What was the compensation provision prior to the First Amended Railway Lease Agreement?

A 10 percent of either destination or origination cargo and then 5 percent for pass-through.

Q And how was car storage handled?

A Looks like it was handled under B, 10 percent category, in this application.

Q The next page has table 4. Do you recognize table 4 or what table 4's purpose was? And I know it's hard to fit the whole thing on one screen, so I'll happily scroll through the whole thing at your pacing.

A Okay. What was the question now?

Q I haven't asked one yet. I'm just making sure that you can see the entire table 4.

A Is all of the 4 together?

Q Yes, sir. Unfortunately, it fills an entire page, which is why I'm trying to take it slow.

A Okay.

Q In the 2017 application to the Louisiana Port Construction and Development Priority Program that we see here, did the Lake

Providence Port Commission include any revenue from car storage as part of its financial projections in table 4?

A Could you scroll through it one more time for me?

Q Yes, sir.

A I can't see that it does.

Q Do you recall submitting another application for Louisiana Port Construction and Development Priority Program?

A After that one?

Q Yes, sir.

A Yes.

Q When would that application have been filed by the Lake Providence Port Commission?

A Whoo. It might have been filed right before I left or maybe the year before, somewhere in there.

MR. SCHEIB: We're going to -- Mr. McBride will keep me straight. I think this is Document 17.

(Deposition Exhibit 17 was marked for

identification and is attached.)

Q And I'll put it on the screen. This is the application dated March 1st, 2024, and I'll just scroll down where you can see that. There's the date.

Who is listed as the preparer of this application?

A Myself and my deputy director at the time.

Q That deputy director is Mr. Bryant Killen; is that correct?

A That's correct.

Q Let's just scroll down into that document.

MR. MCBRIDE: John, excuse me. Going back, what was the number on that 87 percent?

MR. SCHEIB: Can we go off the record?

(A discussion was held off the record.)

BY MR. SCHEIB: (Continuing)

Q Okay. Mr. Gilfoil, I'm showing you Section II.B.5., entitled "Cargo Handling Revenue." Exhibit 6: What is the projected

number of railcars to be stored by Lake Providence Port Commission?

A Says number of cars, 500.

Q And what's the daily rate --

A $6 a day.

Q How many days a year?

A 365.

Q And just looking at it, can you tell if the total cost, which is shown as $1.095 million, is the product of multiplying 500 times $6 time times 365 days?

A Yes, it is.

Q Does this document reflect the Lake Providence Port Commission's business plan to store 500 railcars every day 365 days a year at $6 a car?

A Yes.

Q Is the effect of the oral amendment reflected in the car storage calculation?

A The oral amendment, are you referring to --

Q You-all have claimed that there was an

amendment that changed the Lake Providence Port Commission's share of revenues for car storage from 10 percent to 100 percent. Does this table reflect that alleged oral amendment?

A That's correct.

Q What was the most amount of money you ever remember the Lake Providence Port Commission receiving from NLA pursuant to any of the agreements between the parties for car storage --

A I don't remember.

MR. SCHEIB: We'll enter Exhibit 18.

(Deposition Exhibit 18 was marked for identification and is attached.)

Q We'll click through the rest of this application.

Exhibit 18 is a Lake Providence Port Commission Statement of Revenue and Expense for the one month and twelve months ending December 31st, 2023. In your job as the executive director of the port, did you regularly review these Statements of Revenue and Expense?

A Yes.

Q What is the first revenue line on this Statement of Revenue and Expense?

A Lease revenue - NLA.

Q What was the revenue in the month of December?

A None.

Q What was the revenue for the entire year of 2023 from NLA?

A Rounded, 7,829.

Q And that line item, I think you testified earlier, would include car storage fees received from NLA; is that correct?

A Correct.

Q That also is all other fees under the Section 3, compensation provision for movement of railcars to and from Lake Providence properties; is that correct?

A Yes.

Q And that line item would include car storage by NLA on any Lake Providence port-owned property, not just within the port itself, correct?

A That's correct.

Q What was the Lake Providence Port Commission business plan that would allow it to represent in its port priority grant revenue of $1.095 million when the most it had received in 2023 was $7,829?

A Well, the -- could you repeat the question?

Q I'm just wondering when you filed the Lake -- when you filed the Louisiana Port Construction and Development Priority Grant -- stand by.

When you filed the Lake Providence Port Commission grant -- strike that. I've got my words messed up. Let's try this again, Mr. Gilfoil.

When you and Mr. Killen filed the application to the Louisiana Port Construction and Development Priority Program, what was the Lake Providence Port Commission's business plan that would escalate revenue for car storage from a maximum of $7,829 in 2023 to an annual revenue of

$1.095 million?

A It was the addition of storage tracks plus the proposed acquisition of track.

Q Were you aware of any customers seeking railcar storage?

A Was I?

Q Yes.

A Only reports that I would have gotten through Danny. I think we also had an indication from Patriot Rail representatives that we could expect a million dollars annually from storage on track that was discussed in that Alexandria meeting we had with them.

Q Did you survey any customers to find out if there was a market for 500 railcars every day for 365 days a year?

A Did I survey?

Q Did the Lake Providence Port Commission survey customers to see if there was demand for 500 railcars per day every day for 365 days a year?

A No.

Q Did Mr. Robbins tell you there was market capacity for 500 railcars per day, 365 days a year to store?

A Yes.

Q Mr. Robbins is the one who told you that capacity was there?

A Well, Mr. Robbins and also Patriot Rail personnel.

Q Who at Patriot Rail told you that?

A Let's see. There were two attendees at that Alexandria meeting. I don't know which one said it. One of them was from legal, and the other one was -- I remember that he worked for Fritz Hollings at one time.

(Court reporter clarification.)

THE WITNESS: He used to work for Fritz Hollings. I don't remember the gentleman's name. I believe he worked in public affairs or the external affairs department for Patriot Rail.

Richard may have a record of who attended that meeting. I do not, and I do not remember the gentleman's name.

MR. MCBRIDE: Ms. Yarbrough, Fritz Hollings, H-O-L-L-I-N-G-S, former senator from South Carolina.

MR. SCHEIB: We are going enter document -- what are we up to? Nineteen.

(Deposition Exhibit 19 was marked for identification and is attached.)

Q Mr. Gilfoil, do you see on your screen Document 19, the Lake Providence Port Commission Response to Third Set of Discovery Requests Propounded by Delta Southern Railroad?

A Yes.

Q We are going to scroll pretty deep into this document, so just bear with me.

Do you see the portion entitled "RFP No. 32?

A Yes, sir.

Q What was the Lake Providence Port Commission's response to the question about documents -- agreements entered into by Lake Providence Port Commission and any rail carrier, including NLA? What was the response?

A "A copy of the Second Amended Railway Lease Agreement by and between LPPC and NLA was filed herein with the board on November 30, 2023."

Q Does it mention any alleged oral amendment or change to the Second Amended Railway Lease Agreement?

A Does not.

Q Did you sign an affidavit provided with these discovery responses?

A Can you scroll down a little bit?

Q We are going to enter it as Document 20 because it was produced to us as a separate document.

(Deposition Exhibit 20 was marked for identification and is attached.)

A Yeah.

Q And do you see the part of your statement that says, "the facts asserted in LPPC's responses and objections to Delta Southern Railroad's third set of interrogatories and second set of requests for production are known to him to be true and that the same are true as stated"?

A Yes.

Q Was your answer to the RFP about the agreements true and correct?

A Yes.

Q You did not disclose any other amendment to the Second Amended Railway Agreement?

A Well, I mean --

Q Does that mean, since you've testified that you were true and correct, that there was no alleged oral amendment at that time?

A Well, I testified to what I remembered at the time. I didn't -- what was the date of the affidavit?

Q February of 2024.

A I forgot to mention, you know, that we had the oral agreement.

Q So does that mean that your answers were not true and correct?

A They weren't complete. They were true and correct to, you know, what I remembered at the time.

Q Are there other places -- I won't ask

that.

MR. SCHEIB: Why don't you just give us five minutes here real quick, stretch your legs.

MR. SULIVAN: Take a five-minute break, go off the record?

MR. SCHEIB: We'll go off the record for five.

(A recess was taken.)

BY MR. SCHEIB: (Continuing)

Q Mr. Gilfoil, did you participate in the preparation and filing of a bond application with the Louisiana Bond Commission?

A Which one? I mean, we have had several through the years.

Q So you have participated in that?

A If it was done during my tenure, yes, I participated.

Q Did you participate in filing for a bond application that included the same table that we showed you from the Louisiana Port Construction and Development Priority Program grant from March 1, 2024?

A Is that when the bond commission application was?

Q It's the same table in both filings, the bond commission filing and the Louisiana Port Construction and Development Priority Program grant filing.

A I'm not clear on when the bond was that you are referring to.

Q It was a bond commission filing for approval for $10 million. Does that ring a bell?

A Yes.

Q That's the one I was thinking of, is the one for $10 million.

A Okay.

Q Was the change from Lake Providence Port Commission getting 10 percent of the car storage revenue to getting 100 percent of the car storage revenue necessary to meet the financial metrics of the bond commission?

A I don't know exactly what the financial metrics of the bond commission would have been. I think what we did was submit the application as

presented to the Port Construction Development Priority Program. I'm not sure on that.

Q Do you recall receiving e-mails from the bond commission that called into question the financial status of the Lake Providence Port Commission because it had lost revenue for the prior three years?

A I mean, I received correspondence from them. Specifically that, you know, I'm -- I'm just not bringing it up.

Q Do you recall sending the tables that showed railcar storage revenue at 100 percent to the Louisiana Bond Commission in response to e-mails questioning the financials of the Lake Providence Port Commission?

A I mean, I guess I did.

Q Was it necessary for the Lake Providence Port Commission to get the bonding authority in order to have the money to buy the rail line or do rehabilitation on the rail line from Lake Providence port, south?

A Can you repeat the question?

Q Was it necessary for the Lake Providence Port Commission to get the bond authority from the Louisiana Bond Commission in order to buy the line or do rehabilitation on the line from Lake Providence port, south?

A Yes. I think it was -- I mean, you have to get bond commission approval if you're going to borrow money. You know, any state agency does. And I think it was anticipated that that money would be used as an interim till we got the Port Construction and Development Priority Program money, because it's awarded out over several years.

Q Looking at the -- I'm looking at that table again. I know you can't see it, but I'm just going to try to move us along. It showed a little over a million dollars in car storage revenue anticipated by the Lake Providence Port Commission. Do you remember that?

A Yes.

Q And the change from the Lake Providence Port Commission getting 10 percent of the revenue

to the Lake Providence Port Commission getting 100 percent of the revenue means that the North Louisiana and Arkansas Railroad went from getting 90 percent of the revenue to zero percent of the revenue. Why did NLA give up $900,000 in revenue?

A If you're asking the question related to NLA and what they did and why they did it, you have to ask them.

Q What did Lake Providence Port Commission give in exchange for that amendment that caused NLA to give up $900,000 in revenue, estimated?

A I think you have to look at the overall structure, where we -- we were part of a consortium, the port was, in the southeast development district and a private partner in essentially, a Three-P, Public Private Partnership.

And what Southeast Arkansas and Lake Providence could bring to the table was that we could acquire federal and state funds to rehabilitate the track, improve the track, have

additions to the track or track -- including track storage, that, you know, a private entity by itself would have a difficult time doing, and all this to promote economic development of the whole region, in this case a multistate region and multiparish and county region.

Q You testified that Mr. Robbins was the one who told you 500 railcars per day every day 365 days a year was a reasonable business plan. Do you remember that?

A We got that from multiple sources; but he was one of them, yes.

Q He was one of them. So in your conversation with Mr. Robbins, what did he say about NLA losing $900,000 in revenue annually? He was just willing to give that up? Is that what I understand your testimony to be?

A I didn't testify to that. As I told you, you'd have to ask NLA, you know, for their ultimate reason.

But it was part of a total package of bringing federal and state money to improvement of

not only the LPPC-owned track and the Southeast Arkansas economic development track that they own but also improving his track, you know, getting his track from McGehee from Lake Village -- I think 22 miles -- improved as a part of that package and what we would bring to the table in terms of acquiring federal and state funds to improve those tracks and make it where he could operate on it.

I mean, it's -- it's, you know, public private partnership to promote economic development, and he was -- he was on board with that.

Q Okay. The application to the Louisiana Port Construction and Development Priority Program for which you were the preparer, one of the two preparers, and submitted March 1, 2024, is a pretty big document. Looks like it's about 17 pages and then attachments. How long did it take to put that together?

A I mean, I don't remember.

Q Was it like months or days or hours?

A It would be months. I mean, off and on, you know, during a couple of months.

Q During those months that you were preparing the application to the Louisiana Port Construction and Development Priority Program, when did you decide to include 100 percent of the car storage revenue pursuant to the alleged oral amendment?

A You want a date and a time?

Q I'm looking for the process. Describe the process of how the application came about.

A Well, it had several different components; and we would basically, you know, address each component as we went through it. Sometimes multiple objects were being pursued, you know, at the same time. Is that what you're talking about?

Q How early into the process did you have to do the financial calculations to find out if you had a viable application? Was that early in the process, or was that the last thing done right before it was filed?

A In this specific instance, I don't remember, you know. That would be -- you develop the cost and benefits fairly early on, so at least it would have been a subset of that. So I would think it would have been addressed early on, you know, in a continuous fashion until you got to the end.

Q When you say "cost and benefits," does that include the revenue estimates for the project?

A Yes. Yes.

Q So when you signed the affidavit for the discovery request, that was dated February of 2024, which was less than 28 days before you filed the application to the Louisiana Port Construction and Development Priority Program. Why didn't you disclose a change to the compensation structure between NLA and Lake Providence Port Commission for storage costs?

MR. MCBRIDE: Asked and answered.

A I'm not sure of where you are referring to. It's part of the application that, you know,

the oral amendment or oral agreement that Danny and I had, was that, you know, it would be part of the, you know, applied-for funds. So it was represented in that application.

It just -- you know, it's just on me. It slipped my mind to, you know, put it in that verified statement.

Q I guess I'm confused. You were working on that grant application for months, which included financials. And so your testimony is just it slipped your mind as it relates to the Surface Transportation Board proceeding?

A Yeah, because that was, you know, an entirely separate thing.

And, you know, we submitted the -- the lease to the STB as part of their schedule of documents that we had to present. So, you know, if we'd already presented that to them, you know -- and I just forgot to get the -- the oral amendment codified in any agreement going forward. That's on me. I just forgot about it.

But we used that in the Port

Construction and Development Priority program application.

Q Are you authorized to enter into an amendment that's not approved by the board of the Lake Providence Port Commission?

A No.

MR. SCHEIB: I don't think we have anything further. I would like to make sure that, on the record, Mr. McBride, we would like copies of the documents that Mr. Wyly Gilfoil reviewed prior to the deposition.

MR. MCBRIDE: You have the minutes that I sent to you and the resolution that I sent to you.

MR. SCHEIB: Can you just confirm in an e-mail to me which documents exactly they are?

MR. MCBRIDE: Yes.

MR. SCHEIB: Thank you. Do you-all have anything else?

MR. MCBRIDE: One second.

(A recess was taken.)

MR. MCBRIDE: We'd like to have the

minutes from the Lake Providence Port Commission in November of 2023 entered as Exhibit 21, the minutes of the Lake Providence Port Commission for December of 2023 entered as Exhibit 22, and the resolution that I sent to you adopted by Lake Providence Port Commission earlier this month as Exhibit 23.

(Deposition Exhibit 21, Exhibit 22, and Exhibit 23 were marked for identification and are attached.)

MR. SULIVAN: Do you have copies of those?

MR. SCHEIB: Do you have copies of those to provide of the court reporter, Mike?

MR. MCBRIDE: I'm not with the court reporter, but you have them. I gave them to you.

MR. SCHEIB: Are you going to provide copies to the court reporter? They are your exhibits.

MR. MCBRIDE: I can.

MR. SULIVAN: Are you intending to ask the witness about these at this time?

MR. MCBRIDE: He was already asked about them, but I will, if you like right now.

EXAMINATION BY COUNSEL FOR NLAR AND THE WITNESS

BY MR. MCBRIDE:

Q Mr. Gilfoil, do you recall earlier being asked about the minutes of the Lake Providence Port Commission from November of 2023 that I provided to you?

A Yes.

Q Do you recall being asked about the minutes of the Lake Providence Port Commission from December of 2023 that I provided to you?

A Yes.

Q And do you recall being asked about the resolution of the Lake Providence Port Commission from September of this year that I provided to you?

A Yes.

MR. MCBRIDE: Thank you.

EXAMINATION BY COUNSEL FOR

THE DELTA SOUTHERN RAILROAD, INC.

BY MR. SCHEIB:

Q Mr. Gilfoil, your testimony is that the Lake Providence Port Commission never approved an amendment during your time as executive port director, correct? You've already testified under oath.

A I think you are referring to the specific amendment. But the question, as I understand you saying, is we never approved any amendment.

Q Okay. The Lake Providence Port Commission never approved an amendment that changed the compensation for railcar storage from 10 percent to 100 percent for Lake Providence Port Commission?

A No.

MR. SCHEIB: All right.

EXAMINATION BY COUNSEL FOR NLAR AND THE WITNESS

BY MR. MCBRIDE:

Q Do you understand that the Lake Providence Port Commission approved that amendment

and the resolution adopted earlier this month?

A Well, I read the resolution, and that's what it indicates; but I mean, I had no knowledge of it at the time until you provided the document to me.

MR. MCBRIDE: Thank you.

MR. SCHEIB: Anything further, Mr. McBride?

MR. MCBRIDE: Ms. Yarbrough, I'll send you those three exhibits.

Mr. Gilfoil, would you be willing to read this transcript and note any corrections on a correction sheet that Ms. Yarbrough would provide to you?

THE WITNESS: Sure.

AND FURTHER THIS WITNESS SAITH NOT

(Off the record at 12:16 p.m.)

CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

I, Helen B. Yarbrough, Registered Professional Reporter, Certified Court Reporter, and Notary Public, the officer before whom the foregoing deposition was taken, do hereby certify that the foregoing transcript is a true and correct record of the testimony given, to the best of my ability; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my supervision; that reading and signing was requested; and that I am neither counsel for, nor related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 7th day of October 2026.

Helen B. Yarbrough, RPR, CCR
VCRA Certification #0313016

My Commission Expires:
July 31, 2029
Notary Registration Number: 158897

STATE OF _____,

_____, to wit:

I, William Wyly Gilfoil, do hereby certify that I have read the foregoing pages of typewritten matter numbered 1 through 89, and that the same contains a true and correct transcription of the deposition given by me on the 29th day of September, 2026, with the exception of the noted corrections, to the best of my knowledge and belief.

_____ _____
Date William Wyly Gilfoil

Subscribed and sworn to before me this

_____ day of _____, 202__.

_____
Notary Public

My commission expires _____

Notary Registration Number: _____

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No. 651473

Re: Deposition of **William Wyly Gilfoil**
Date: 9/29/2026
Case: Lake Providence Port Commission - Feeder Line Application, In Re:
Return to: clientservices@planetdepos.com

ACKNOWLEDGMENT OF DEPONENT

I, William Wyly Gilfoil, do hereby acknowledge that I have read and examined the foregoing testimony, and the same is a true, correct and complete transcription of the testimony given by me and any corrections appear on the attached Errata sheet signed by me.

13-Oct-2026 William W Gilfoil

(Date) (Signature)

No. 651473

Re: Deposition of **William Wyly Gilfoil**
Date: 9/29/2026
Case: Lake Providence Port Commission - Feeder Line Application, In Re:
Return to: clientservices@planetdepos.com

Page	Line	Correction/Change	Reason (Optional)
12	6	Brian → Bryant	
28	20	Authority → Priority	
45	14	Fort Lee → Port Lead	
50	2	Ms. Lee → ?	
57	15	Highlands → ~~Highway~~ No Change 2nd	
62	6	Millicon → Millican	
75	4	SULIVAN → Sullivan	
86	11	SULIVAN → Sullivan	
86	21	SULIVAN → Sullivan	

13 Oct 2026 (Date)

William W Gilfoil (Signature)

PUBLIC VERSION

Louisiana Situs

First Amended
Railway Lease Agreement

By and Between

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

EXHIBIT#
Gilfoil 14
9/29/2026 - PB
exhibitsticker.com

LEASE AGREEMENT

This Lease agreement ("Lease") made on _____, 20__, 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 20 miles between milepost 471.0 to milepost 491.0 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. IfLessee 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 they have 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.

8.4 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. Default

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:
Timothy K. 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 Parish.

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. Thomas

JAMES A. THOMAS

Its President

Witnesses:

Lessee:

North Louisiana & Arkansas Railroad, Inc.

By: Timothy K. Robbins

Timothy K. Robbins

Its President

Witnesses

Acknowledgement

State of Arkansas)
) *SS*
County of Pope)

On this 14th day of December, 20__, 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 Timothy K. 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 President the Northern 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 14th day of December, 2023

Melissa Courtwright
Notary Signature

Melissa Courtwright
Printed Name

My Commission Expires: 02/27/2024

MELISSA D. COURTWRIGHT
POPE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 27, 2024
Commission No. 12396820

Acknowledgement

State of Louisiana)
) *SS*
Parish of East Carroll)

On this 22 day of December, 2020 before me, Debra Fortenberry, 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 22 day of December, 2020

Debra P. Fortenberry
Notary Signature

Debra P. Fortenberry
Printed Name

DEBRA P FORTENBERRY
Notary Public
State of Louisiana
East Carroll Parish
Notary ID # 10782
My Commission is for Life

8/29/2023
My Commission expires

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 491.0 (at Tella Bena 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

307561

RICHARD H. STREETER
ATTORNEY AT LAW
5255 Partridge Lane , N.W.
Washington, D.C. 20016
Tele: 202-363-2011 Mobile 202-210-4761
rhstreeter@gmail.com

ENTERED
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

EXHIBIT#
Gilfoil 15
9/29/2026 - PB
exhibitsticker.com

Certificate of Service in compliance with 49 C.F.R. § 1151.2(a) and1151.3(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

Louisiana Situs

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. Default

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 M. Dupont

Lessee:

North Louisiana & Arkansas Railroad, Inc.

By:

Daniel B. Robbins

Its Vice President

Witnesses

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.

Melissa D Courtwright
Notary Signature

Melissa Courtwright
Printed Name

02/27/2024
My Commission expires

MELISSA D. COURTWRIGHT
POPE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 27, 2024
Commission No. 12396820

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.

Debra Hopkins
Notary Signature

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

At Death
My Commission expires

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 & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, AR 72201-3525
(501) 688-8000

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.

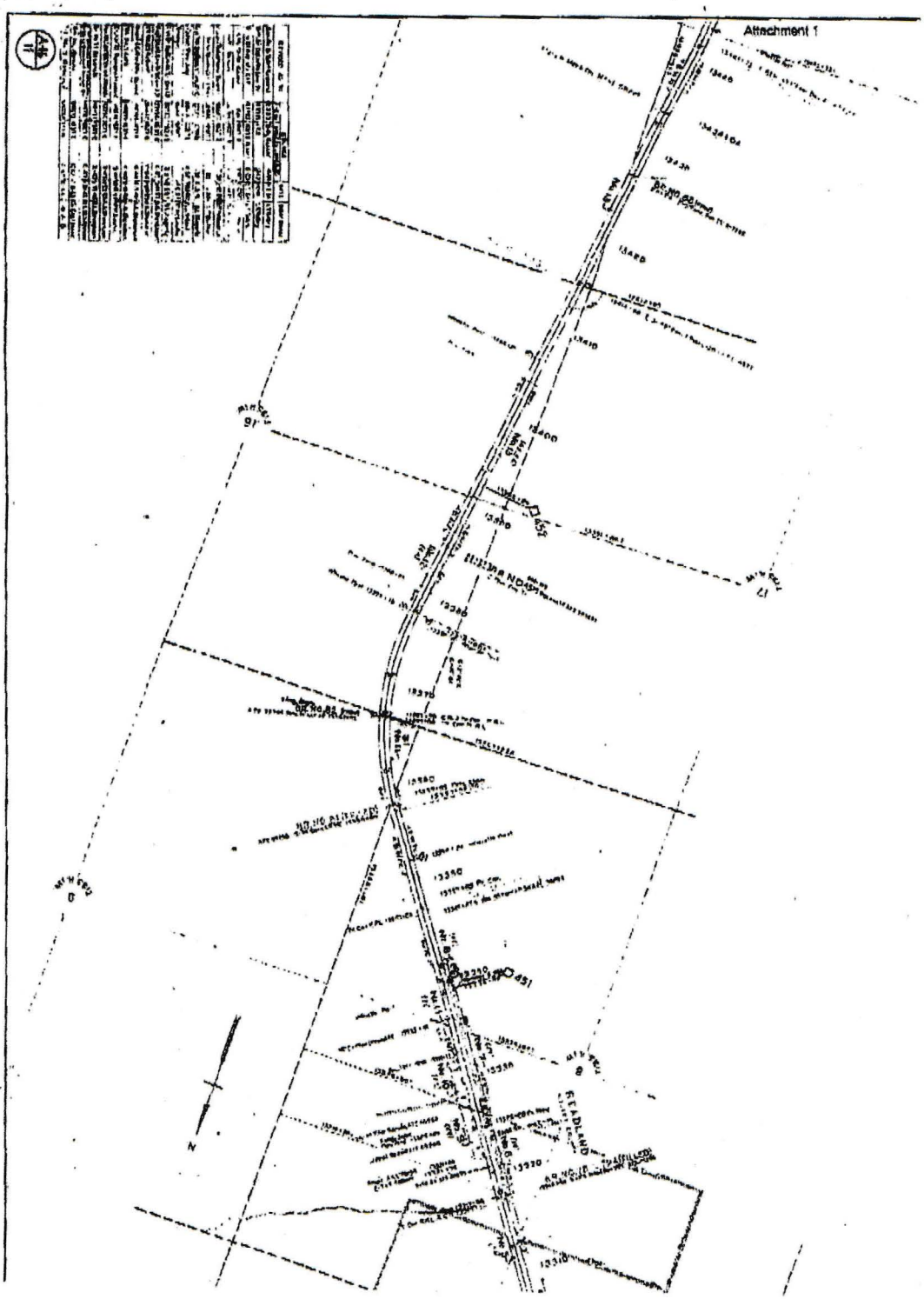
This deed is made subject to the condition that all taxes and all assessments levied upon or assessed against the premises described and highlighted in **Exhibit A** for any period of time prior to and including the date of this deed shall be payable by the Grantor; all taxes and all assessments levied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

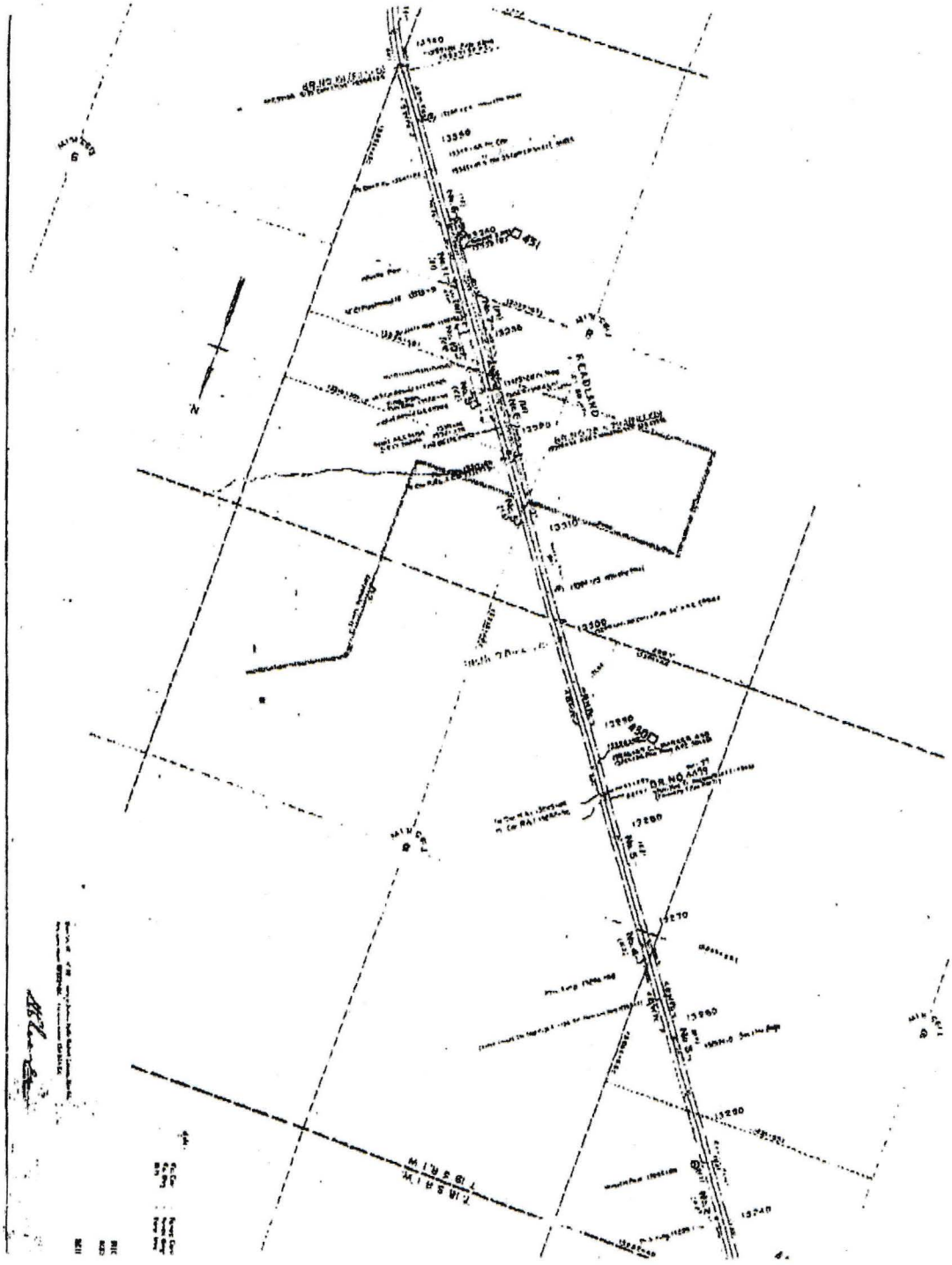
All rights, title and interest of Grantor in all lands located between Milepost 433.0 near Lake Village, Arkansas, to Milepost 454.8 at the State line between Arkansas and Louisiana being located in the following described subdivisions all as shown on the maps of Grantor's right-of-way attached hereto:

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

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


Attachment 1

Attachment 1



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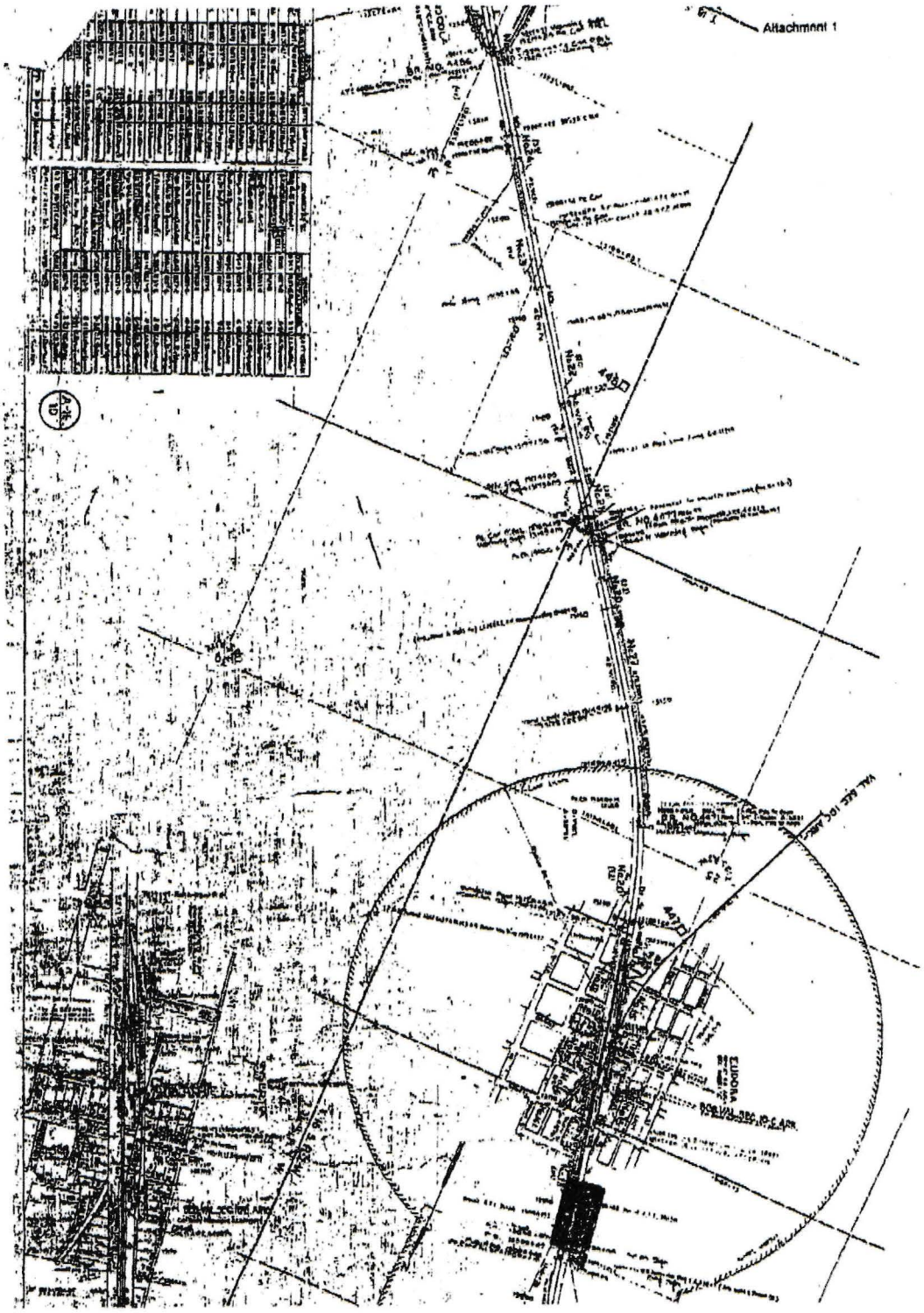

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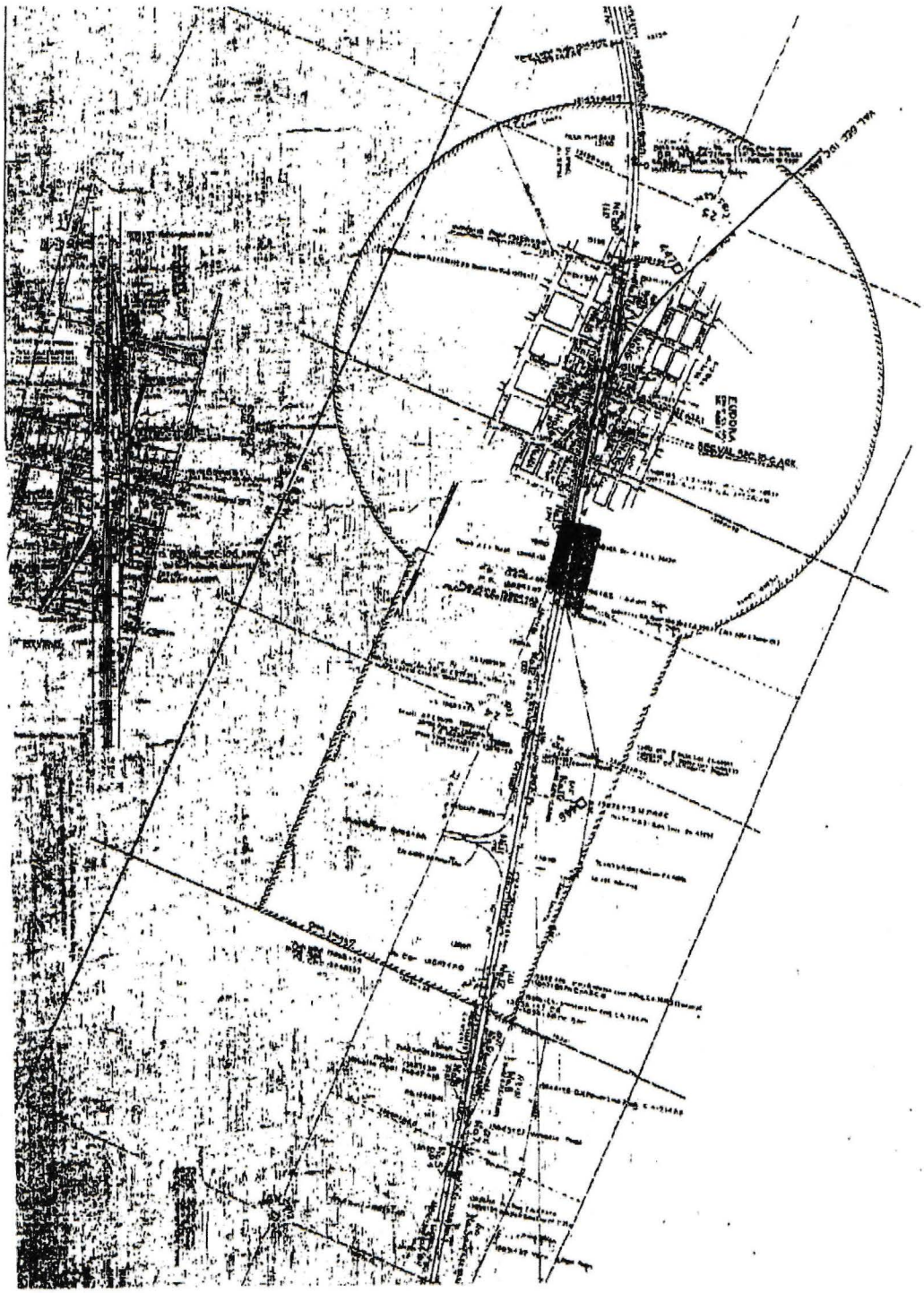

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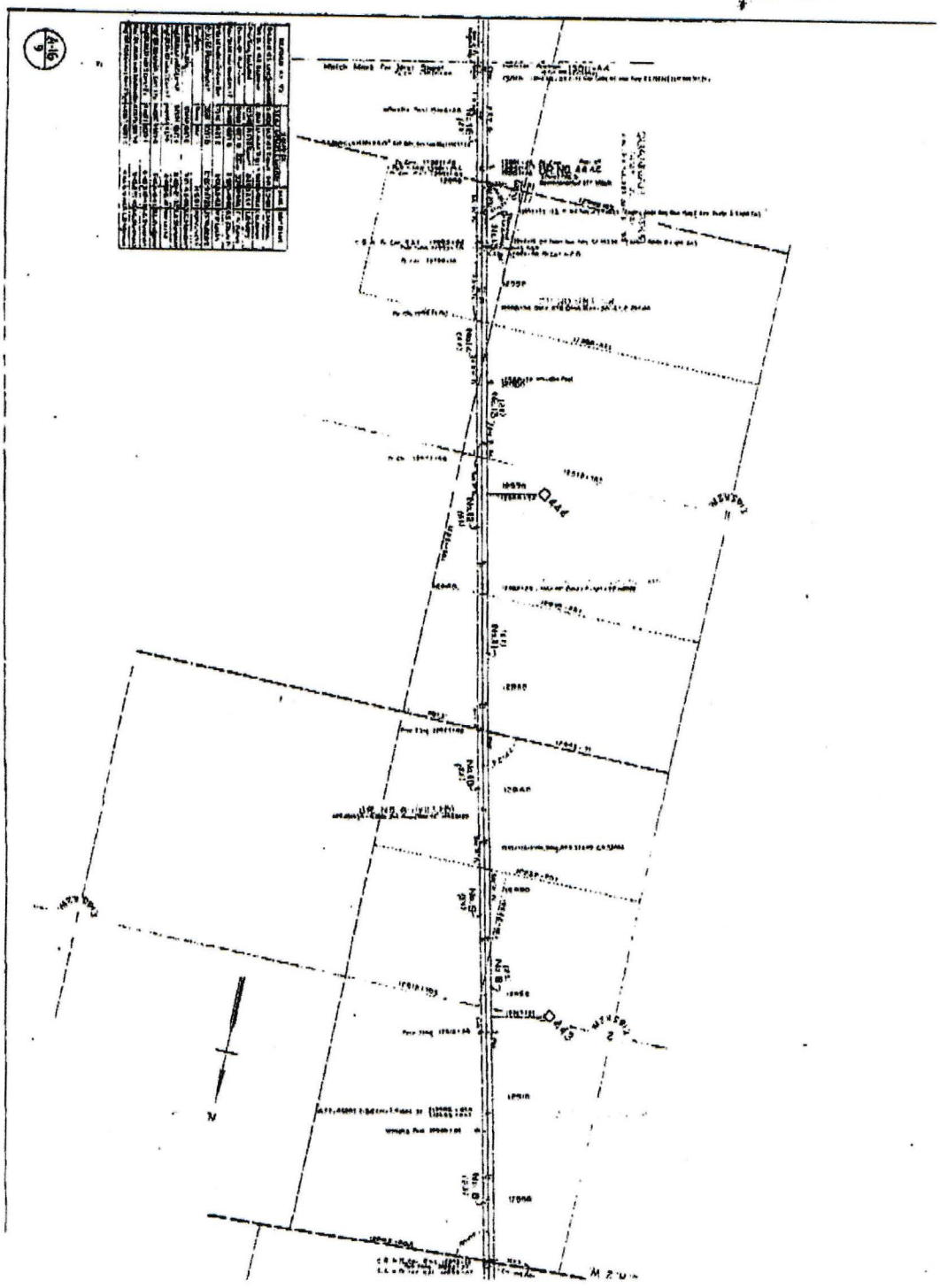

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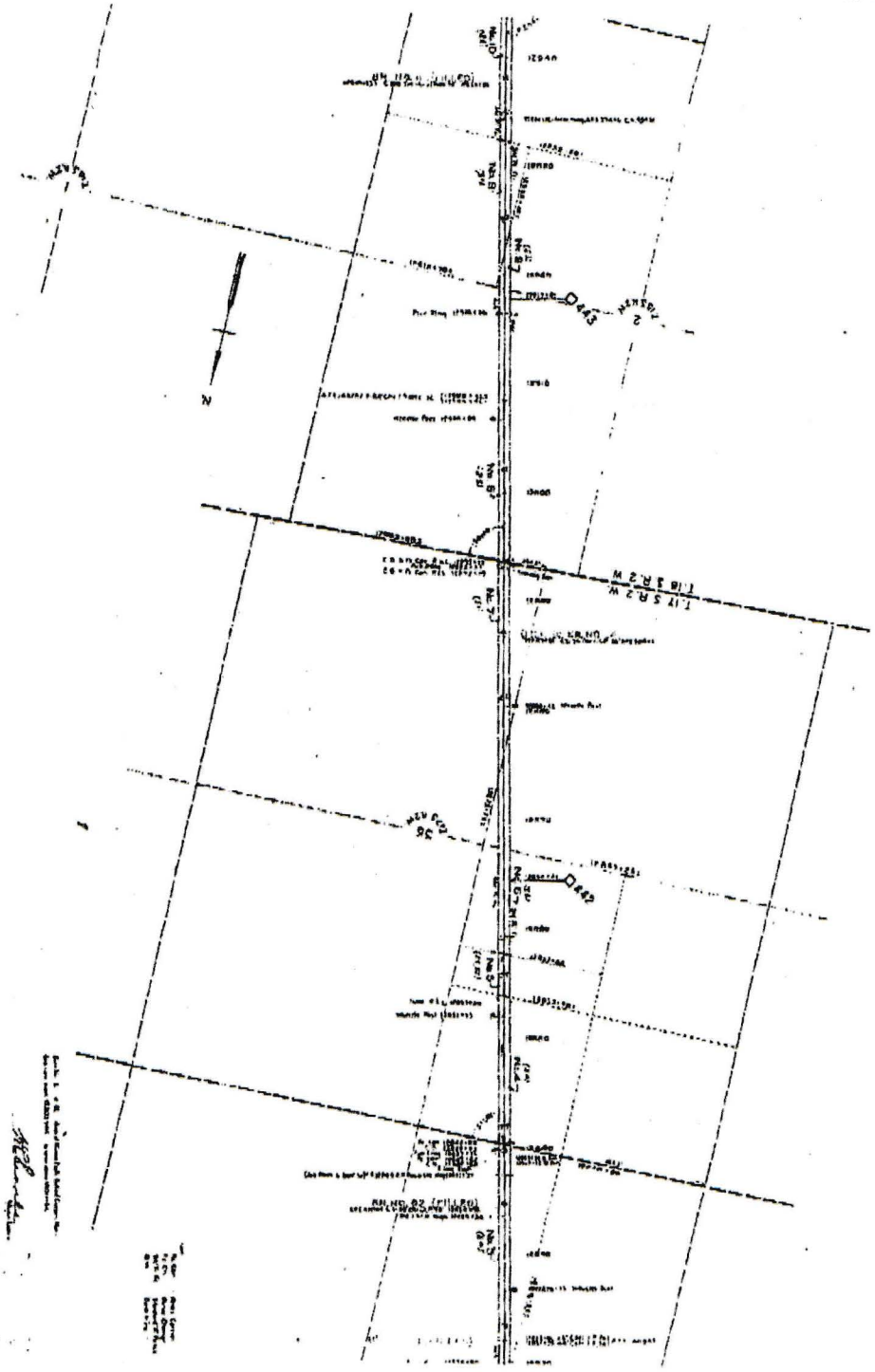
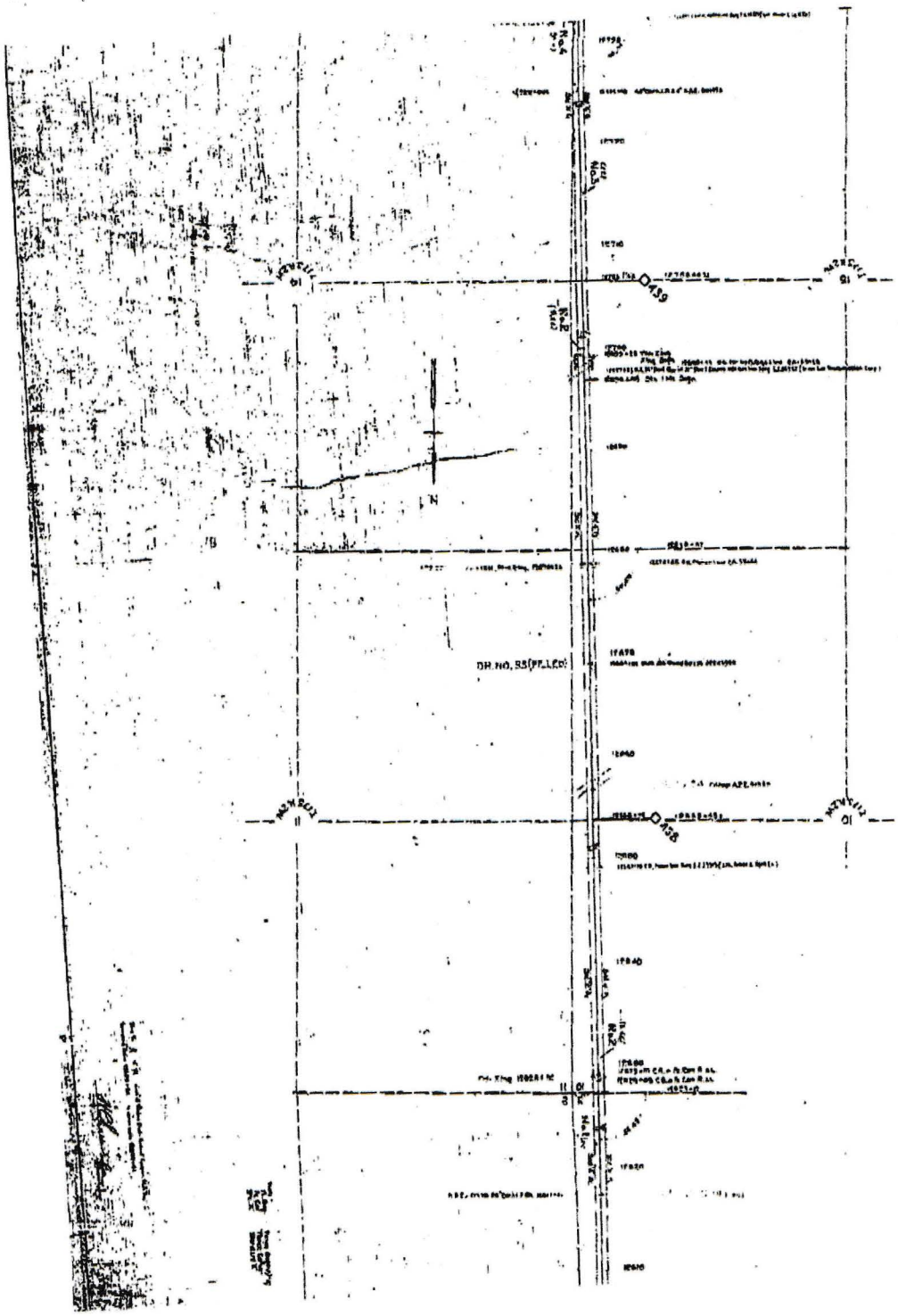



Attachment 1
CHIPOT
DR. NORTH
DARD

Attachment 1



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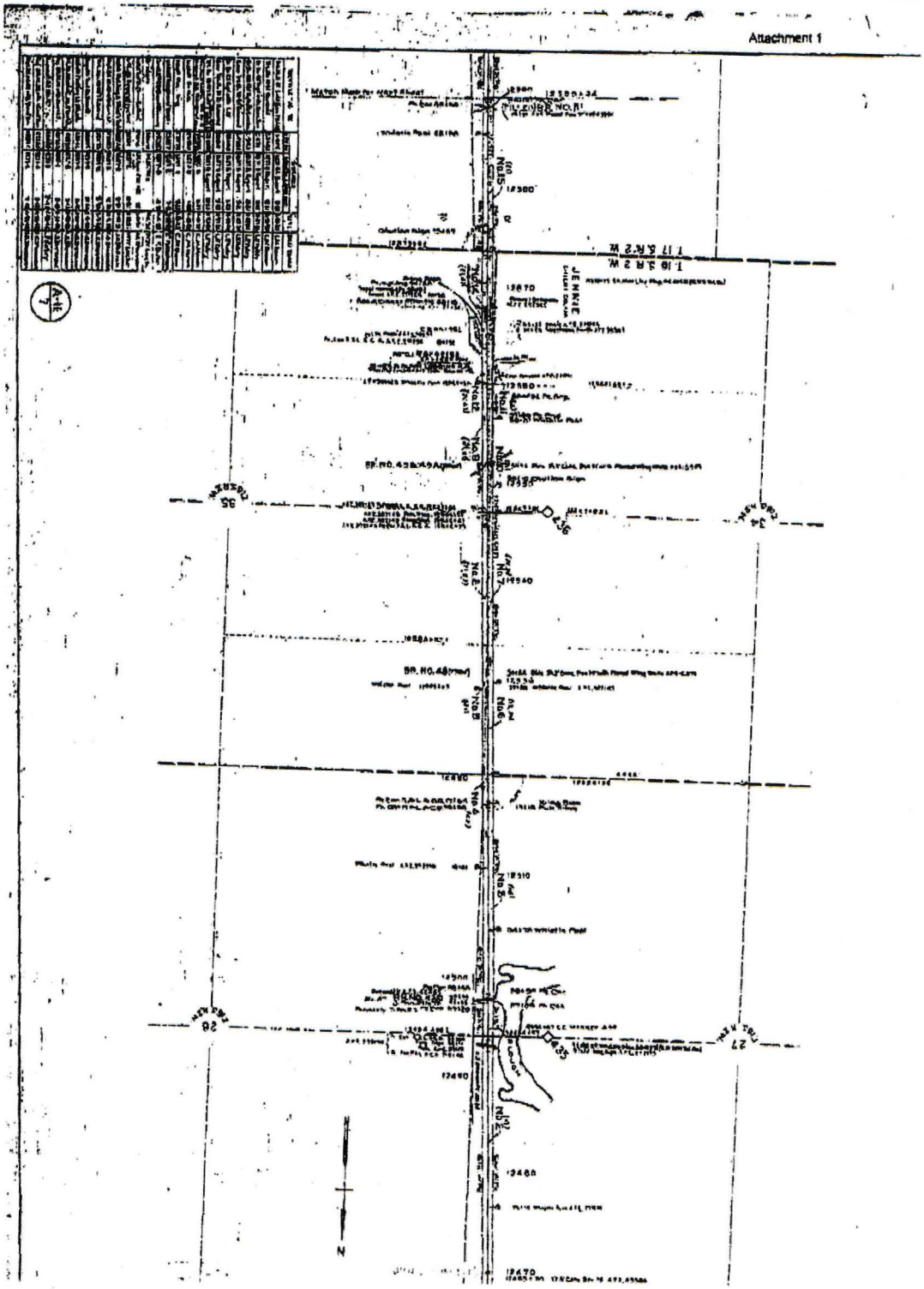

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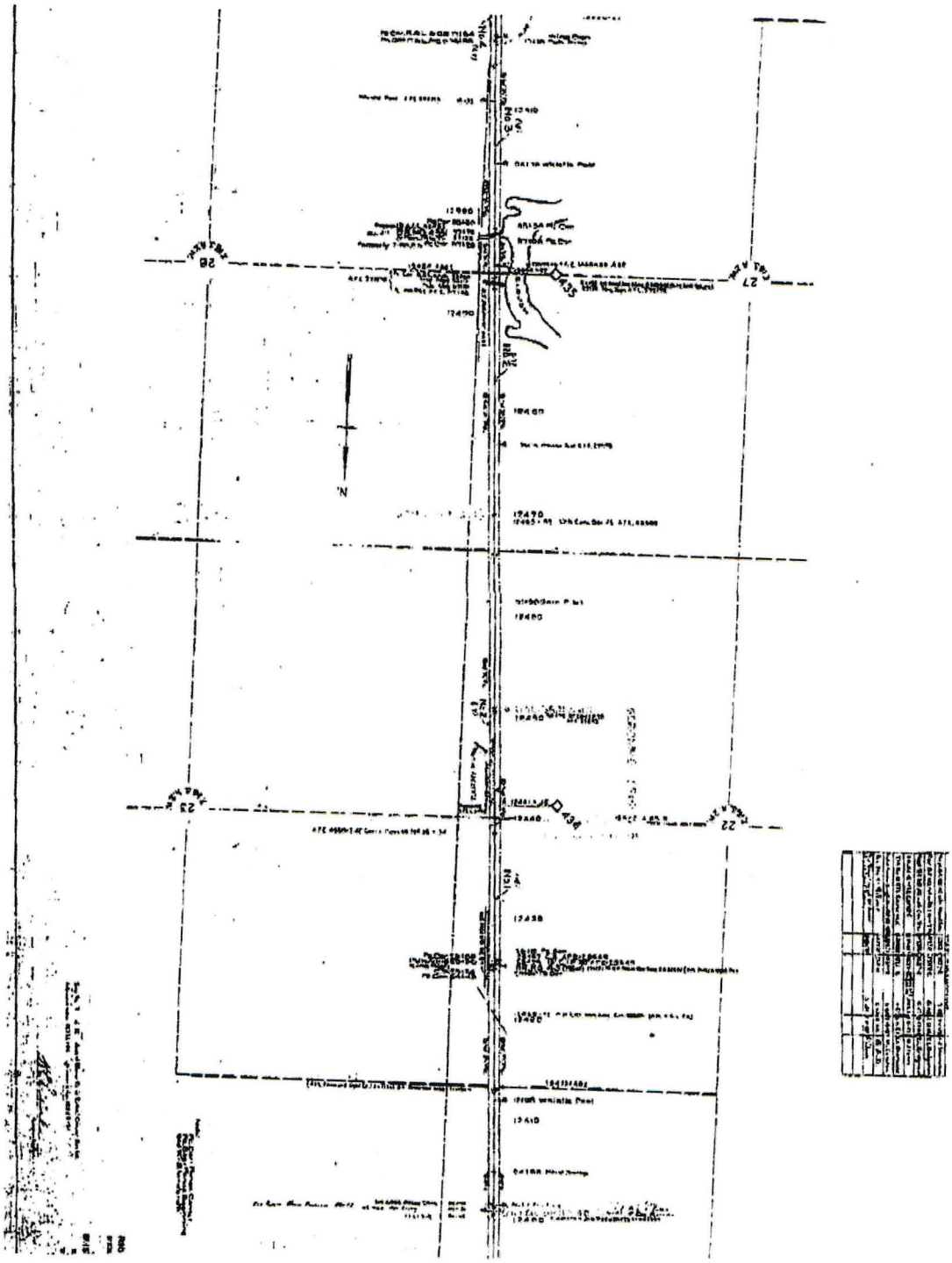

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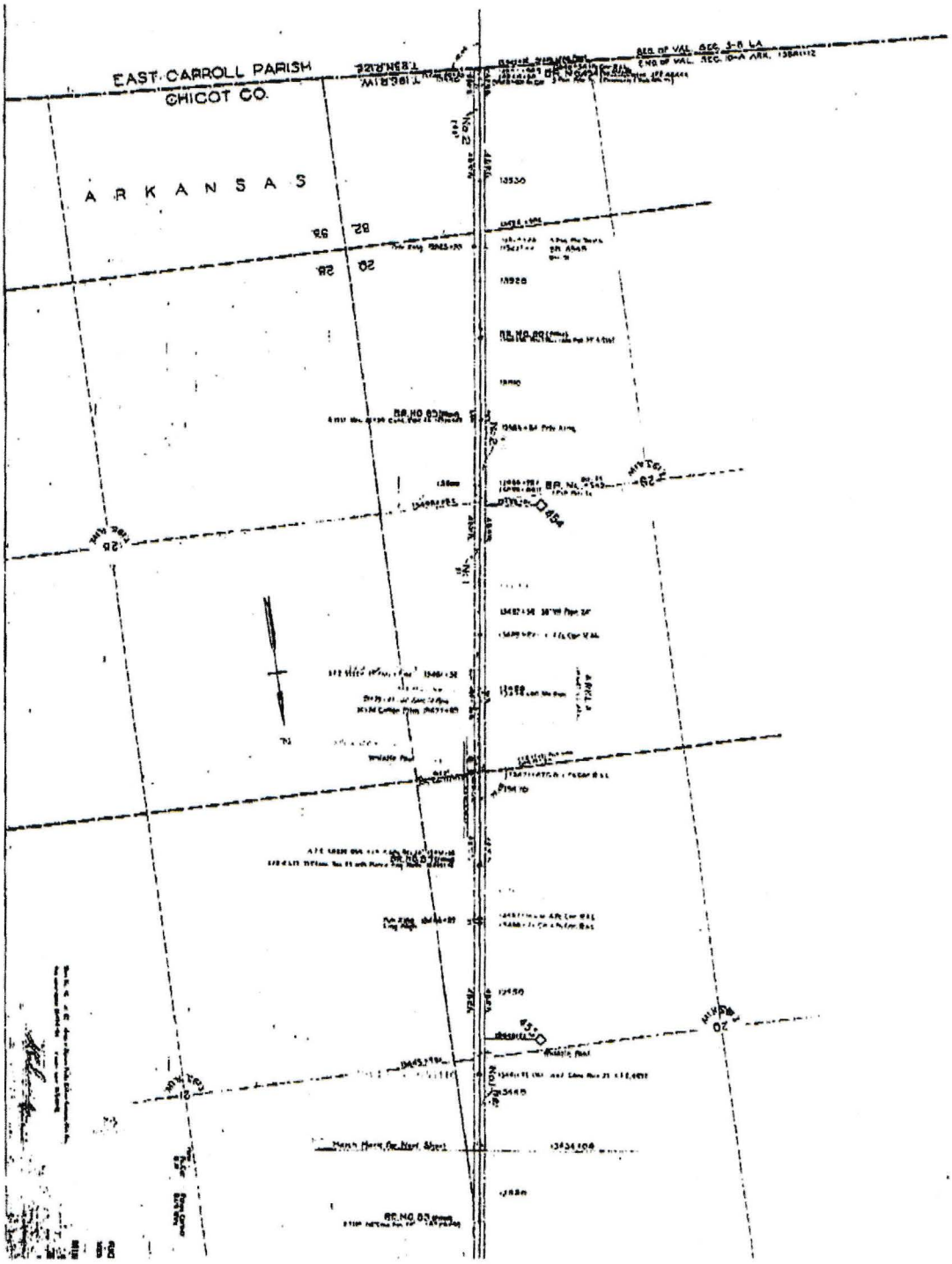
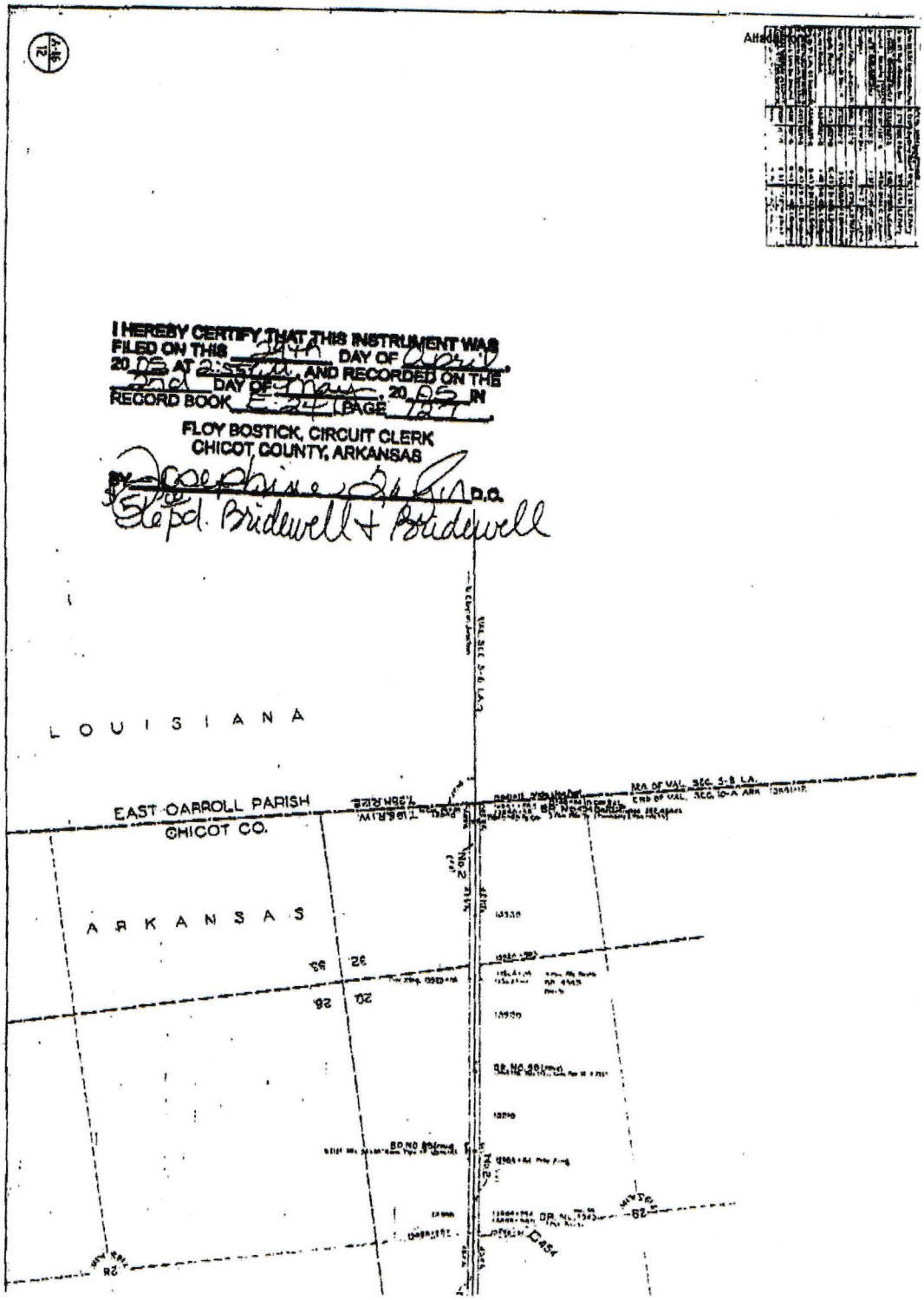


I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THIS 14th DAY OF April 20 05 AT 2:55 P.M. AND RECORDED ON THE 2nd DAY OF May, 20 05 IN RECORD BOOK E-24 PAGE 187

FLOY BOSTICK, CIRCUIT CLERK
CHICOT COUNTY, ARKANSAS

BY Josephine Jackson D.C.

$ Stepd. Bridewell + Bridewell



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

East Carroll Parish
Port of Lake Providence
Multi-modal Freight Corridor Improvement Project

APPLICATION TO THE LOUISIANA PORT CONSTRUCTION AND DEVELOPMENT PRIORITY PROGRAM 2018-2019

Lake Providence Port Commission
409 Port Road
Lake Providence, Louisiana 71254
Telephone: 318.559.2365

Contact: Wyly Gilfoil, Port Director

LEGISLATIVE DELEGATION
Senator Francis Thompson, District 34
Representative John F. "Andy" Anders, District 21

PORT COMMISSIONERS
James A. Thom, IV, President
Jerry King, Vice President
Francis X. Lensing, Secretary-Treasurer
Wallace Oliver
Karvan Powell
Roger Clement

Preparer: Wyly Gilfoil, Port Director
Ph. 225.559.2365

November 30, 2017

EXHIBIT#
Gilfoil 16
9/29/2026 - PB
exhibitsticker.com
LPPC_000144

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Lake Providence Port Commission
Multi-modal Freight Corridor Improvement Project
PCDPP APPLICATION, FY 2015-16

I. DESCRIPTION OF THE PROPOSED PROJECT

I. A. Nature and Goals

The Port of Lake Providence is one of the top 20 U. S. inland ports in the nation shipping over 1.3 million tons annually. The port is the largest inland port in Louisiana, the second leading Louisiana port in tonnage among the state's network of inland and coastal ports, and the third in operating revenue. According to congressional sources, the congressional district within which the port is situated is the largest row crop district in the nation.

The purpose of this multi-modal PCDPP application is to request funding to support construction of both harbor and rail improvements. These improvements will allow the port to maintain and upgrade its high level of cargo handling and shipping capacity in the agricultural region and marketplace of northeast Louisiana and southeast Arkansas.

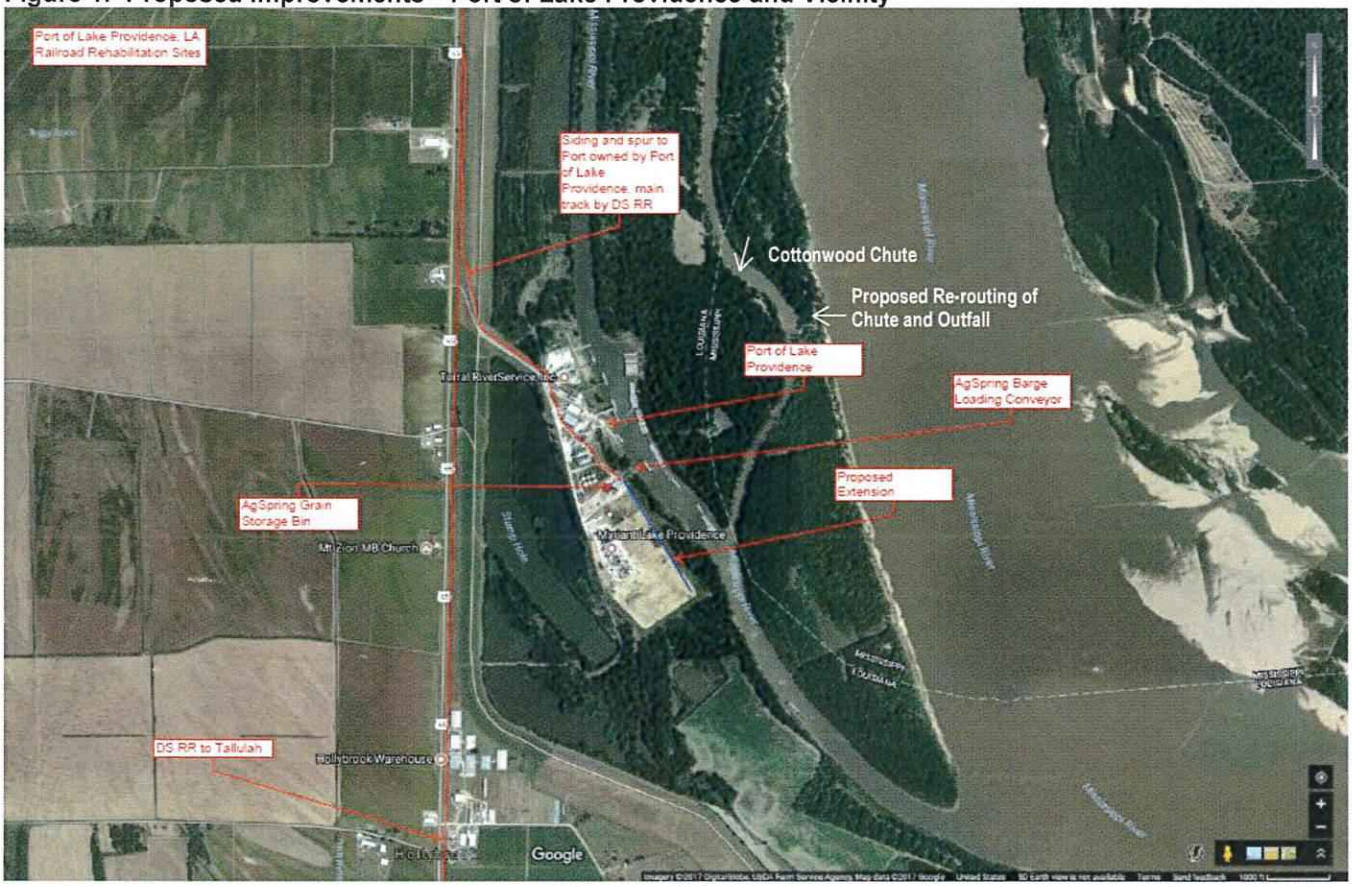
One aspect of the proposed improvements is to prevent silt laden waters from Cottonwood Chute from entering the port access channel by redirecting flow back to the Mississippi River. While dredging along with the construction of a rock dike will be required, this action will forever reduce future maintenance dredging. The second aspect of this application includes upgrade to existing rail track as well as construction of new track. The rail improvements will substantially increase tonnage throughput at the port and increase revenue with pass through rail cargo. Both the channel reconfiguration and the rail improvements form this multi-modal freight corridor improvement project. A generalized layout of these improvements is presented in Figure 1 on the following page with rail related improvements highlighted in red text and dredging related improvements in white text.

Existing Lake Providence port tenants include Myriant, Helena, Bunge, Big River Rice and Grain, Terral, CHS Inc., and CPS. Myriant is a bio-succinic acid plant and the largest facility of its kind in the United States. The other listed tenants are agriculturally based in crop production, harvest, and distribution operating in southeast Arkansas and northeast Louisiana near the Mississippi River. Much of the produce handled through the port reaches national and international destinations.

Over the past several years, silting of the harbor has occurred during harvest season, typically in the fall, when Mississippi River flows are the lowest. Federal dredging schedules have been less than reliable during the past two decades, and the transfer of cargo from land to water and barging outbound has caused extreme difficulty to all port produce exporters. To compensate for the inability to move cargo by barge

from the port, truck activity has become the prime mode of transportation for port export when needed. However, should the port harbor become unusable on a more frequent basis, moving of peak cargo tonnage by truck would be virtually impossible without loss of grain products and resultant revenues. Cost burden to the commodity handlers and producers would be detrimental thereby causing exporters to use ports outside of Louisiana. The additional burden to Louisiana and Arkansas state and federal highways has been negatively impacted as has air quality from truck emissions. These problems will be exacerbated as more cargo is required to move by truck.

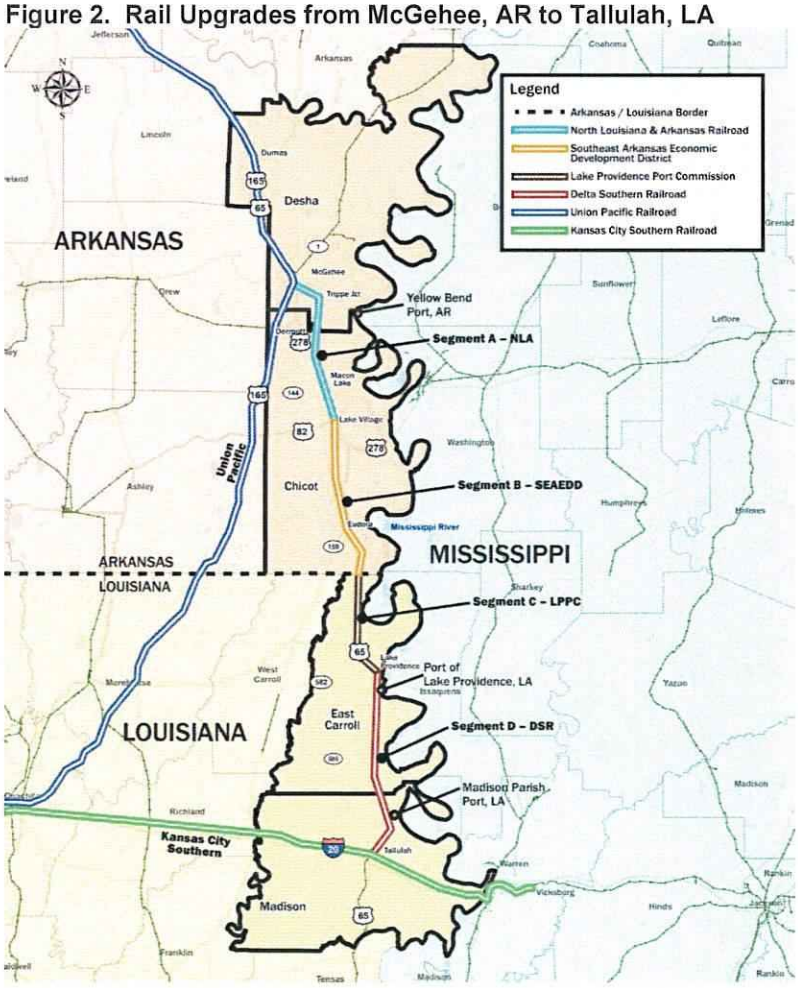
Figure 1. Proposed Improvements—Port of Lake Providence and Vicinity



The harbor training aspect of this PCDPP application is to reroute the Cottonwood Chute, which is located between the port complex and the river. It currently drains into the port harbor and drops its silt load into the port's navigation channel. The proposed project will reconfigure the chute such that the it will return its outfall back into the river. This will include a small channel extension and the construction of a rock dike (the head cut) to block the existing flow to the port harbor and train the channel back to the river. The objective is to minimize historic harbor siltation originating from north of the port with deposition in the central portion of the port harbor. Dredging cost savings will also accrue as a project benefit.

The second major component of freight corridor improvement is rail upgrades and new trackage. Historically, rail service has also served the port as a means of transportation for product export. However, the rail line leaving the port to the north has not been dependable, and it has not been fully operational for many years. Presently, the Southeast Arkansas Economic Development District (SEAEDD), the Lake Providence Port Commission (LPPC), the Madison Parish Port Commission (MPPC), the Yellow Bend, AR Port, the Delta Southern Railroad (DSR), and the North Louisiana & Arkansas Railroad (NLA) are partnering to redevelop the rail freight corridor located along a 100-mile reach generally paralleling the Mississippi River between McGehee, AR, south to LPPC and continuing to Tallulah. This corridor will connect to main line railroads at each end—the KCS at Tallulah (east-west transfer) and the UP at McGehee (western US). The two Louisiana parishes and the two Arkansas counties served by this proposed rail and corridor improvement are four of the most economically distressed counties in the nation. A layout of the rail corridor improvements is depicted in Figure 2. The source document for this map is the referenced INFRA grant application .

Figure 2. Rail Upgrades from McGehee, AR to Tallulah, LA



According to the grant application prepared by the collaboration of the entities noted above, much of the McGehee-Tallulah railroad corridor has been underutilized and/or closed for 15 years and only rehabilitated and placed back into continuous but inefficient service in 2016. Most of the trackage consists of lightweight 85-pound/yard construction materials and base design. This condition and other constraints from this outdated rail system, which includes bridges and numerous roadway crossings, prohibits the use of freight cars with the maximum allowable gross weight of 286,000 pounds which is the current rail standard across America. From the Arkansas state line to Lake Providence, the North Louisiana & Arkansas Railroad under lease consists of 16.2 miles of track. From Lake Providence to Tallulah, the line is 29.2 miles long.

The cost estimated to fully upgrade the Tallulah to McGehee corridor improvements is in the range of $50,000,000. The portion of rail improvements from the Arkansas state line to Lake Providence as shown in Figure 3 is identified as Segment C in the referenced grant application.

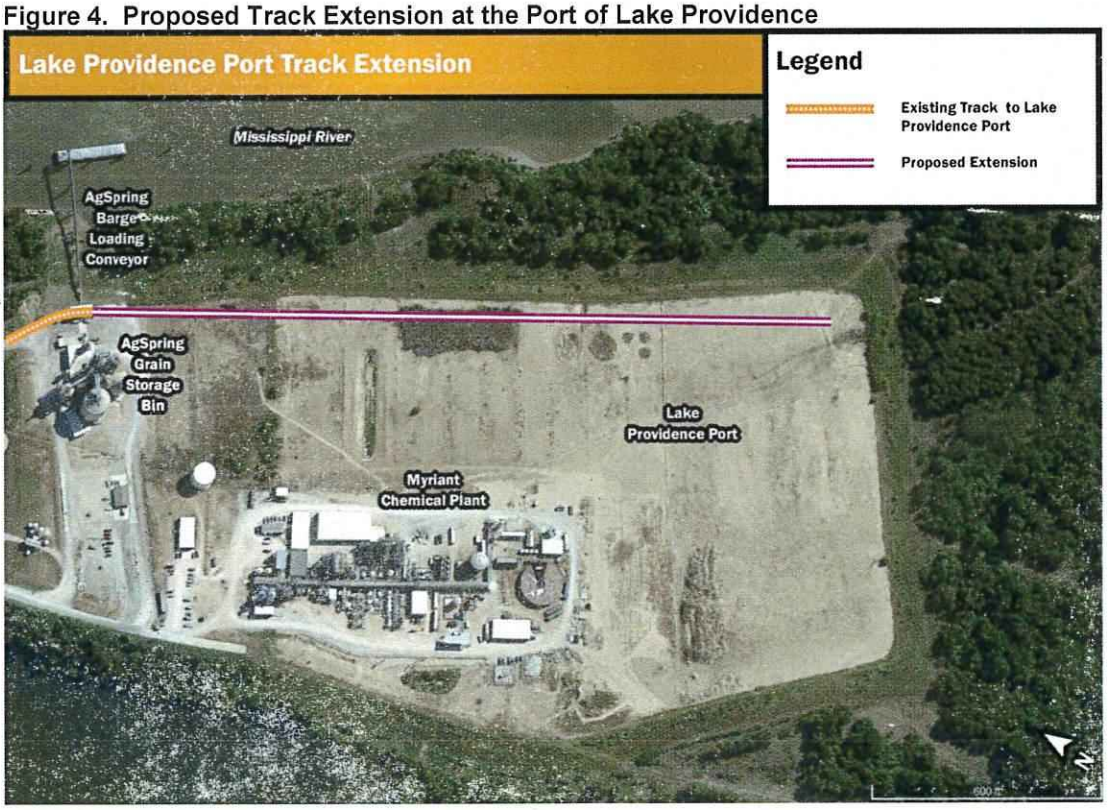
Figure 3. Rail Improvements from Arkansas Line to Lake Providence, LA



INFRA grants are administered by the U. S. Department of Transportation and provide dedicated, discretionary funding for projects that address critical issues facing the nation's highways and bridges The noted team is applying for the INFRA grant to support the project.

Besides the 16.2 miles of rail infrastructure rehabilitation (Class 2) in Segment C, 14 highway-rail grade crossing upgrades and 6,000 ft. of track at the NLA-DSR interchange are included. In addition, Segment C contains an extension to the Port of Lake Providence including 2,100 ft. of new track from the end of existing track at the Big River Rice and Grain storage bin and barge loading conveyor to the northeastern most corner of previously landfilled port property. As shown in Figure 4, upgrade to trackage on the port proper includes 1,550 ft. of track to the Big River Rice and Grain facility. At the port, a 1,500 ft. extension of the siding track at the Lake Providence Pass is proposed. Near the port, 1,700 ft. of new track will extend to Shelburn Grain west of U.S. 65 and the NLA main line. New track from operations in the town of Lake Providence to the rehabilitated rail line includes 350 ft. to the John Deere facility and 1,697 ft. of track to Lansing Grain that would also be used in the transfer large quantities of cargo from truck to rail.

Figure 4. Proposed Track Extension at the Port of Lake Providence



If grant funding is successful, of this total, approximately sixty percent of the project cost will be provided by the federal INFRA grant and forty percent will be provided by other federal, state (partly including this PCDPP grant application), local, and private funds. Information provided in the team's INFRA grant application notes an overall 3.81 benefit/cost ratio based on a three percent discount rate. The internal rate of return is presented as 16.3% with a six-year payback period.

This PCDPP application petitions for funding to construct both the port harbor improvements (Cottonwood Chute dredging, dike, etc.) and rail improvements in support of the Segment C rail corridor rehabilitation, upgrade, and new trackage between McGehee, AR, and the port. Without implementation of the proposed improvements, all port functions will gradually cease with product normally handled by the port for 60 years redistributed to other ports including those along the river in Mississippi and Arkansas.

I. B. Funds Requested

Information presented in Table 1 on the following page shows the amount of funds requested of the Port Construction and Development Priority Program for the proposed improvements at and on behalf of the Port of Lake Providence. Summarizing, total construction and related costs for the required dredging and rock dike training structure as well as part of the port's share of the INFRA grant matching funds is $15,160,000 inclusive of engineering design fees. Of this amount, $11,484,000 is requested of the Louisiana Port Construction and Development Priority Program. The Lake Providence Port Commission will be responsible for $1,276,000 calculated as 10% of eligible construction costs plus non-construction related costs including advertising, administration, geotechnical investigations, engineering, inspections, etc., which are estimated to yield $2,400,000. In total, the non-state share will be $3,676,000.

I. C. Alternatives

The no action alternative, which will shut down port operations, is unfeasible and unacceptable to the port commission, port tenants, and other port users. Construction alternatives to maintaining a 9 ft. harbor depth have been utilized each year that dredging is required. These options focused on the orientation of the slip relative to river flows and Corps of Engineers training works which have offered only temporary solutions. Federal funds and routine schedules have not been maintained. The alternative to reduce flow into the channel from the north as presented herewith has not been previously considered.

Alternatives to maintaining the rail function to and from the port have also been addressed for many years with emphasis on individual segments. However, funding individual segments by individual public and private entities has been unsuccessful. Not until this unified, collaborative approach by public ports and private stakeholders to consider rehab and upgrades to the overall corridor from McGehee, AR to Tallulah has the project been considered financially feasible within the guidelines of the INFRA grant

eligibility and threshold requirements. This unified approach is the most practical approach and alternative considered to date.

TABLE 1--PROJECT COSTS and FUNDS REQUESTED LAKE PROVIDENCE PORT COMMISSION MULTI-MODAL FREIGHT CORRIDOR IMPROVEMENTS PCDPP FY 2018-19				
Item No.	**Description**	**Cost**	**Project Cost and Cost by Entity**	
1	Outfall	$ 1,500,000		
2	Training Dike	$ 1,500,000		
3	INFRA Rail Corridor Improvements	$ 8,600,000		
4				
5				
6				
7				
8				
	Subtotal Equipment and Rehabilitation Costs	$ 11,600,000		
	Contingencies 10% and Related Costs	$ 1,160,000		
	Total Construction Costs	$ 12,760,000	(a)	
	90% of Construction Cost (DOTD Share and Basis for IRR)		(b)	$ 11,484,000
	10% of ConstructionCost (Port Share/Non-state)		(c)	$ 1,276,000
	Engineering and Related Services	(d)	$ 2,400,000	
	TOTAL PROJECT COSTS	(b+c+d)	$ 15,160,000	
	(DOTD and Port Commission)			
	(Cost Verification)		$ 15,160,000	
	Port's Share (non-state) of PCDPP		(0.1a) + d	$ 3,676,000
	(10% of Eligible Construction+Engineering and Related Cost)			

I. D. Adequacy of Components

The Port of Lake Providence is a fully functional port facility along the Mississippi River with the mouth of its access channel located at AHP 483. The port consists of five terminals along its harbor channel. The channel is authorized with a depth of 9 ft. and a width of 200 ft. Vehicular access to the port is provided by U. S. Hwy. 65, La. Hwy. 3181, and La. Hwy. 2. As noted, the port is serviced by the Delta Southern Railroad and the Northern Louisiana Arkansas Rail Company. This line is linked to the Union Pacific Railroad at McGehee, Arkansas, and the Kansas City Southern Railroad at Tallulah, LA. Port infrastructure, i.e., utilities, roads, rail tracks, and the dock facilities are in place and fully operational with long-term useful life expectancy. The port connects all of the continental U. S., Canada, and Mexico by rail and internationally by water.

II. DEMONSTRATION OF IMMEDIATE NEED FOR THE PROJECT

II. A. Cargo History

A multi-year cargo history for the Port of Lake Providence is presented as Attachment H. Exponential growth in cargo handling have occurred over the years presented. At the same time, port land area has expanded as has port facilities and operations. In the cargo history table, USACE totals reflect Lake Providence harbor tonnage as well as cargo carried along the Mississippi River within the Lake Providence river reach as defined by the Corps of Engineers.

II. B. Market Analysis

II. B. 1. Extrapolation from Past Trends

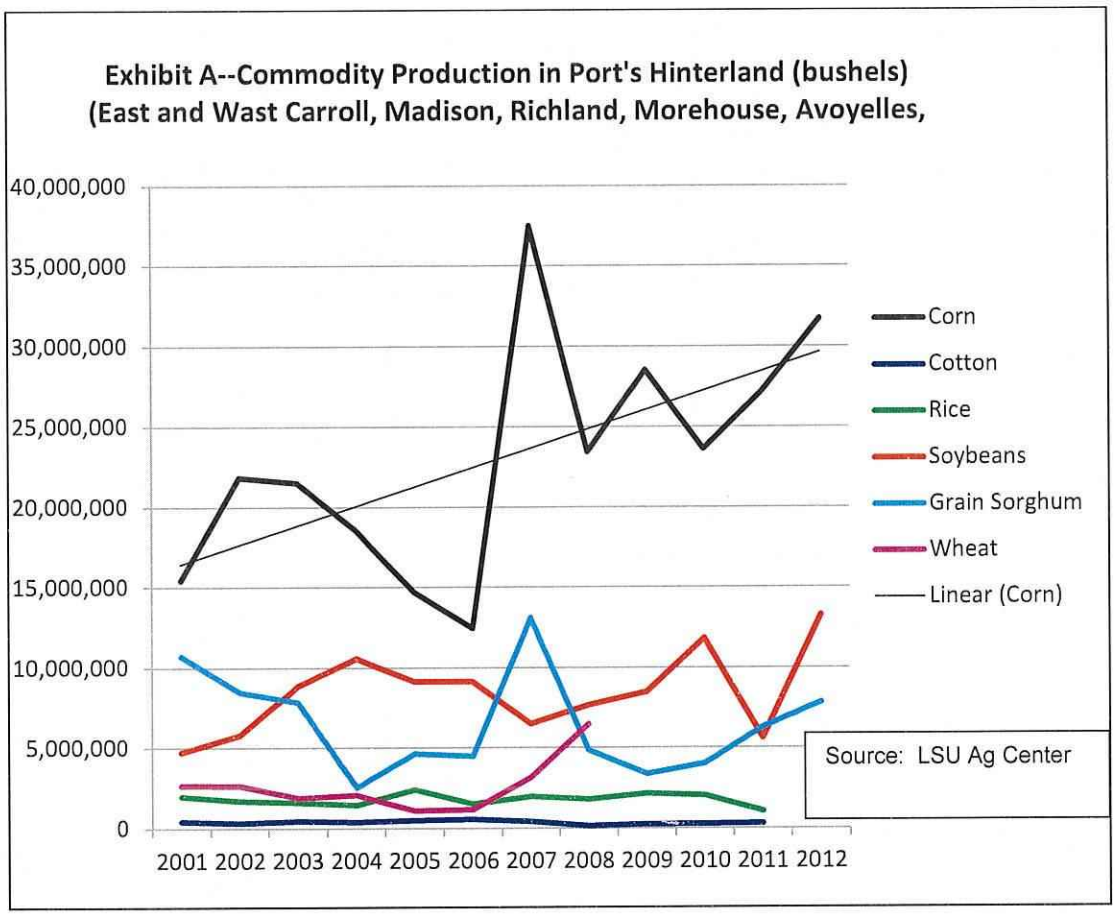
Data plotted in Exhibit A was abstracted from LSU Ag Center data relative to agricultural production in northeast Louisiana over the past few years. While abstracted to basic crops, the long-term trend in ag production in the port's hinterland is increasing. This trend is especially noteworthy for major crops handled through the Port of Lake Providence with particular emphasis on grains such as corn, soybeans, sorghum, and wheat. While individual crop harvests show regular fluctuations, the totals for the industry are increasing and consistent.

Agricultural commodities, generally dry bulk cargo (grain) and liquid cargo as fertilizer and other ag chemicals, are the major components of existing and anticipated cargo at the port. As noted, cargo consisting of these commodities is projected to continue expanding overall crop production production as a function of per acre yields as well expanding total agricultural acreage in the port's hinterland as transportation corridor upgrades are incorporated into the existing and expanded transportation network, particularly with the proposed rail improvements.

Myriant Technologies, for example, manufactures bio-succinic acid. The international market for this product is forecast to grow at a significant rate based on the volatility in fossil fuel prices, the rise in carbon footprints, and an interest in using locally available raw materials. It is used in solvents, lubricants, de-icer solutions, cosmetics, food, and pharma. Helena, founded in 1957, is one of the nation's foremost agricultural and specialty formulators and distributors in the U. S. with products that include crop protection services, fertilizer, nutrients, seed and seed treatments, and other agricultural services. Bunge is a commodity-based processing and logistics company that connects farmers with feed, food, and retail customers. Big River Rice and Grain offers growers in northeast Louisiana and southeast Arkansas an efficient infrastructure system committed to expanding market opportunities. Terral is a network of several businesses that include bulk material handling and farm supplies while CHS is a farmer-owned cooperative which has grown to a Fortune 100 company assisting farmers in all aspects of the agricultural industry. Crop Production Services assists the ag industry with processing agricultural commodities including cotton, corn, rice, and soybeans.

Delta Southern Railroad servicing the port begins in Monroe at a Union Pacific interchange and continues to Sterlington, LA to the north. A second branch begins in

Tallulah and continues north to Lake Providence. The North Louisiana & Arkansas Railroad operates over 62 miles from McGehee, AR to Lake Providence. As growth in the production of grain continues, additional cargo will be generated at the port.



II. B. 2 Diverted Cargo

Without the harbor project and with continued harbor maintenance difficulties, cargo will be diverted from the port to other ports, and no new or additional product will be destined to the port. The proposed water related improvement will allow continued port development and prevent recurring logistical problems resulting from siltation and inadequate rail service. In contrast, with the proposed rail improvements major grain shipments will be diverted from out of state ports to the Port of Lake Providence. These new shipments which will be diverted from elsewhere are presented in Table 2 as defined in the INFRA grant as forecasted cargo. Cargo and tonnage are presented as throughput at the Port of Lake Providence.

TABLE 2
Cargo Handling as Throughput on Rail

Commodity	Tons	Origin	Destination	Miles
Port as Origin or Destination				
Grain	120,000	Lake Providence, LA	Port of Lake Providence	NA
	104,000	Monticello, AR	Port of Lake Providence	101
	81,000	Lake Providence, LA	Shippensburg, PA	1,081
	50,000	Eudora, AR	Port of Lake Providence	27
Chemicals	30,000	Lake Providence, LA	Deer Park, TX	400
Lumber	15,625	Lake Providence, LA	Alexandria, LA	153
Equipment	1,000	Waterloo, IA	Lake Providence	806
Inedible Tallow	2,400	Lake Providence, LA	Illinois	736
Total Throughput Tonnage	**404,025**		**Total Throughput Miles**	**3,304**

* Average distance

Note: Cargo destined for Port of Lake Providence transferred from rail to barge.

II. B. 3. Generated Cargo

The following generated cargo data presented in Table 3 is also derived from the referenced INFRA grant application of which the Port of Lake Providence is a major collaborator. By contractual arrangement with the rail companies, this cargo and respective tonnage is presented as pass through, i.e., not stopping at the port, but it will generate revenue from users of the track.

TABLE 3
Cargo Pass Through on Rail

Commodity	Tons	Origin	Destination	Miles
Pass through Generated				
Grain	90,900	Lake Village, AR	Union City, GA; So. MS; Mexico*	506
Misc.	10,000	Tallaluh, LA	Pacific Northwest	2,448
Scrap	2,500	Lake Village, AR	Columbus, MS	182
Total Generated Tonnage	**103,400**		**Total Generated Rail Miles**	**3,136**

* Average distance

Note: Cargo outbound from LP from truck or storage to rail.

II. B. 4. Origins and Destinations

Based upon input from the port director, port commissioners, and proposed clientele, and the referenced grant application, origins and destinations of the projected cargo are included in tables presented above in sections II.B.2 and II.B.3. Trip distance is included for use in calculating cargo handling revenue and transportation cost savings.

II. B. 5. Cargo Handling Revenue

The annual revenue stream is projected using cargo data presented in Sections II.B.2 and II.B.3 and incorporating cargo handling rates as presented below in Table 4 as obtained from the INFRA application. Rail-based cargo handling revenue is based on 10% of the cost of rail fees when generated cargo goes to or from the port. A port generated fee of 5% is used for cargo that is pass through (actually pass by) on the port's outlying segment of track. This cargo does not enter port property.

The $/ton-mile fee used in the INFRA grant and incorporated in revenue calculations is $0.079 for all commodities other than lumber. The rate for lumber is $0.121/ton-mile. Additionally, typical throughput fees for the transfer of commodities at the port are applied for cargo listed as diverted to the port. This data is used as source data for the determination of projected annual gross revenue (Table 5). Because rail is considered as major long-term transportation infrastructure, a 30-year revenue stream is presented.

TABLE 4					
CARGO REVENUE FROM RAIL and TRADITIONAL PORT OPERATIONS					
Commodity	**Tonnage**	**Rate/ Ton-mile**	**Miles**	**Total Cost**	**Port Revenue @ 10%**
Port as Origin or Destination					
Grain	120,000	$ 0.079	NA		
	104,000	$ 0.079	101	$ 829,816	$ 82,982
	81,000	$ 0.079	1,081	$ 6,917,319	$ 691,732
	50,000	$ 0.079	27	$ 106,650	$ 10,665
Chemicals	30,000	$ 0.079	400	$ 948,000	$ 94,800
Lumber	15,625	$ 0.12	153	$ 286,875	$ 28,688
Equipment	1,000	$ 0.079	806	$ 63,674	$ 6,367
Inedible Tallow	2,400	$ 0.079	736	$ 139,546	$ 13,955
TOTAL	**404,025**		3,304		$ 929,188
Pass through Generated (along track only)					
Commodity	**Tonnage**	**Rate/ Ton-mile**	**Miles**	**Total Cost**	**Port Revenue @ 5%**
Grain	90,900	$ 0.079	506	$ 3,633,637	$ 181,682
Misc.	10,000	$ 0.079	2,448	$ 1,933,920	$ 96,696
Scrap	2,500	$ 0.079	182	$ 35,945	$ 1,797
TOTAL	**103,400**		3136		$ 280,175
TOTAL PORT RAIL GENERATED REVENUE					**$ 1,209,363**

Traditional Port Throughput Handling Revenue					
Commodity	**Tonnage**	**Rate/Ton**			**Std. Port Throughput Revenue**
Grain	120,000	$ 0.25			$ 30,000
	104,000	$ 0.25			$ 26,000
	81,000	$ 0.25			$ 20,250
	50,000	$ 0.25			$ 12,500
Chemicals	30,000	$ 0.25			$ 7,500
Lumber	15,625	$ 0.25			$ 3,906
Equipment	1,000	$ 0.25			$ 250
Inedible Tallow	2,400	$ 0.25			$ 600
	404,025				
TOTAL TRADITIONAL THROUGHPUT REVENUE					**$ 101,006**

TABLE 5. ANNUAL GROSS REVENUE				
	(a)	(b)	(c)	(d)
Project Year	Pass Through Rail Revenue	Throughput Rail Revenue	Dockside Throughput Revenue	Total Annual Revenue
1	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
2	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
3	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
4	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
5	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
6	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
7	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
8	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
9	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
10	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
11	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
12	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
13	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
14	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
15	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
16	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
17	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
18	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
19	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
20	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
21	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
22	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
23	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
24	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
25	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
26	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
27	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
28	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
29	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
30	$ 280,175	$ 929,188	$ 101,006	$ 1,310,369
Total 30-yr. Gross Revenue	$ 8,405,250	$ 27,875,640	$ 3,030,180	$ 39,311,070
				$ 39,311,070

II. C. Industrial Development

While new rail track is proposed to extend the existing port track to the edge of the port's developable land, no new tenant is evident along that track at this time. However, expansion of existing port tenant operations will be forthcoming respective of tonnage increases as projected as a function of the proposed rail improvements. The port commission anticipates a 15% increase in employment at the port with the increased cargo flow. With approximately 100 employees at the port today, the increase in employment will be 15.

II. D. Prospective Industrial Tenants

As noted above in II.C., no new prospective tenants are in negotiations with port staff at this time.

II. E. Letter of Commitment

Letters of commitment and letters of support are included as Attachment K. These letters were obtained from those included in the INFRA grant.

II. F. Other Factors

NA

III. PRELIMINARY DESIGN, PLANS, AND COST ESTIMATES

III. A. Design Criteria

Design criteria for the chute dredging and channel training are being addressed by the USACE and consultant engineers. Another consultant engineer will be contracted to provide the design of the new and upgraded track to handle 286,000 bounds per car. Details relative to specific design criteria are preliminary but can and will be submitted as soon as practical.

III. B. Design Calculations

Because of the cost burden required in carrying design costs for three or more years in accordance with PCDPP and legislative approval and funding, only rough order of magnitude design calculations were prepared. More detailed design calculations will be provided upon notice of funding approval and as an actual grant award nears.

III. C. Preliminary Construction Plans

Layout of Existing and Proposed Facilities and Preliminary Construction Plans can be found in Attachments E and F respectively.

III. D. Cost Estimates

A cost estimate is provided in Table 1 on page 7.

III. E. Project Schedule

Beginning with the submittal of this grant application, the tentative schedule for the project is noted as follows.

December 2017	Submittal of PCDPP grant application
April 2018	Approval of application by PCDPP; joint legislative committee approval
October 2018	Engineering plans completed and approved
January 2019	Advertise for Bids, Bids Accepted
April 2019	Contractor selected, contract executed, construction begins
June 2020	Construction complete
October 2020	Facility at full production

The port commission is aware of the ongoing delay in the allocation of approved PCDPP grants. The above dates are considered "movable" to accommodate grant award and respective funding appropriations.

IV. DETERMINATION OF BENEFITS TO THE STATE

IV. A. Revenues and Expenses

Summarized in Table 6 on the following page is the projected net revenue estimate that the project will generate for the Port of Lake Providence. A maintenance deduction of half 1/30th of the total project cost is subtracted from that gross revenue over the anticipated 30-year life of the project. A 50% reduction in this expense deduction is utilized as allowed in the PCDPP guidelines because the railroad company has responsibility for all rail maintenance on the port proper and Segment C.

As noted in Section II.B.5, because of the nature of the project, a 30-year useful life and respective revenue stream is presented. Examples of anticipated financial benefits to the state include rail use/lease revenue as through put and as pass through, additional cargo handling revenue, creation of jobs, and reduced dredging costs Non-financial benefits include the ability to market confidently, enhanced sustainability, reduced truck emissions, and transportation savings (from truck to rail).

IV. B. Number of Jobs

Port employment is anticipated to increase 15% with implementation of the proposed multi-modal improvements. Port employment will increase from 100 to 115. A breakdown by job type and wages in accordance with the PCDPP is presented in Table 7.

TABLE 7
ESTIMATE OF ADDITIONAL ANNUAL PAYROLL

PORT OPERATORS			
Position	Total Employees	Annual Wages	Total Wages
Managerial	3	$ 60,400	$ 181,200
Supervisory/stevedore/skilled	5	$ 46,300	$ 231,500
Factory Workers	5	$ 31,500	$ 157,500
Clerical/unskilled	2	$ 18,600	$ 37,200
TOTAL	15		$ 607,400

IV. C. Payroll Benefits

Based upon the above noted employee structure and respective annual wages (Table 7) , information presented below in Table 8 offers estimated payroll benefits based upon PCDPP guidelines.

TABLE 6--NET REVENUE ESTIMATE			
Project Year	**Annual Gross Revenue (from Table 5)**	**Less Maintenance Expense***	**Net Revenue**
1	$ 1,310,369	$ 252,667	$ 1,057,702
2	$ 1,310,369	$ 252,667	$ 1,057,702
3	$ 1,310,369	$ 252,667	$ 1,057,702
4	$ 1,310,369	$ 252,667	$ 1,057,702
5	$ 1,310,369	$ 252,667	$ 1,057,702
6	$ 1,310,369	$ 252,667	$ 1,057,702
7	$ 1,310,369	$ 252,667	$ 1,057,702
8	$ 1,310,369	$ 252,667	$ 1,057,702
9	$ 1,310,369	$ 252,667	$ 1,057,702
10	$ 1,310,369	$ 252,667	$ 1,057,702
11	$ 1,310,369	$ 252,667	$ 1,057,702
12	$ 1,310,369	$ 252,667	$ 1,057,702
13	$ 1,310,369	$ 252,667	$ 1,057,702
14	$ 1,310,369	$ 252,667	$ 1,057,702
15	$ 1,310,369	$ 252,667	$ 1,057,702
16	$ 1,310,369	$ 252,667	$ 1,057,702
17	$ 1,310,369	$ 252,667	$ 1,057,702
18	$ 1,310,369	$ 252,667	$ 1,057,702
19	$ 1,310,369	$ 252,667	$ 1,057,702
20	$ 1,310,369	$ 252,667	$ 1,057,702
21	$ 1,310,369	$ 252,667	$ 1,057,702
22	$ 1,310,369	$ 252,667	$ 1,057,702
23	$ 1,310,369	$ 252,667	$ 1,057,702
24	$ 1,310,369	$ 252,667	$ 1,057,702
25	$ 1,310,369	$ 252,667	$ 1,057,702
26	$ 1,310,369	$ 252,667	$ 1,057,702
27	$ 1,310,369	$ 252,667	$ 1,057,702
28	$ 1,310,369	$ 252,667	$ 1,057,702
29	$ 1,310,369	$ 252,667	$ 1,057,702
30	$ 1,310,369	$ 252,667	$ 1,057,702
30-Year Net Revenue	**$ 39,311,070**	**$ 7,580,010**	**$ 31,731,060**
* $15,160,000 project cost / 2 (maintenance by RR company) / 30 = $252,667			

IV. D. Spin-off Benefits of Payroll

Spin-off benefits are also noted in Table 8, Payroll Benefits, and presented in accordance with program guidelines.

TABLE 8. PAYROLL BENEFITS		
Year 1 - 30	Direct Payroll Benefits	Spin-off Payroll Benefits
1	$ 607,400	$ 607,400
2	$ 587,153	$ 587,153
3	$ 566,906	$ 566,906
4	$ 546,659	$ 546,659
5	$ 526,413	$ 526,413
6	$ 506,166	$ 506,166
7	$ 485,919	$ 485,919
8	$ 465,673	$ 465,673
9	$ 445,426	$ 445,426
10	$ 425,179	$ 425,179
11	$ 404,933	$ 404,933
12	$ 384,686	$ 384,686
13	$ 364,439	$ 364,439
14	$ 344,193	$ 344,193
15	$ 323,946	$ 323,946
16	$ 303,699	$ 303,699
17	$ 283,453	$ 283,453
18	$ 263,206	$ 263,206
19	$ 242,959	$ 242,959
20	$ 222,713	$ 222,713
21	$ 202,466	$ 202,466
22	$ 182,219	$ 182,219
23	$ 161,973	$ 161,973
24	$ 141,726	$ 141,726
25	$ 121,479	$ 121,479
26	$ 101,233	$ 101,233
27	$ 80,986	$ 80,986
28	$ 60,739	$ 60,739
29	$ 40,493	$ 40,493
30	$ 20,246	$ 20,246
Total Payroll Benefits	**$ 9,414,681**	**$ 9,414,681**
Annual reduction factor calc:		
$ 607,400	30	$ 20,247

IV. E. Shipping Costs

Commodities expected to move to or from the port as through put as well as pass through cargo along the proposed Segment C track are listed in Table 4. Originations, destinations, tonnage, and distance were also noted. For purposes of shipping cost analysis as a function of transportation savings, truck rates were compared to rail rates by ton-mile. For all cargo other than lumber and chemicals, shipper data in the INFRA application used the following rates per ton-mile : $0.079 by rail and $0.088 by truck rate per ton-mile. These rates yield a $0.009 savings per ton-mile for applicable commodities shipped by rail. For lumber, the rail rate is $0.121 vs. truck at $0.147 yielding a rail savings of $0.026. Similarly with chemicals, the rail rate used is $0.076 vs. $0.095 by truck resulting in favor of rail by $0.019 per ton-mile.

Based on the assumptions and resultant estimates, cargo to move by train rather than truck is 507,425 tons per year. As shown in Table 9 below, annual transportation savings totals $1,846,416 annually.

TABLE 9

TRANSPORTATION SAVINGS

Commodity	Tonnage	Rate of Savings/ Ton-mile	Miles	Total Savings	
Port as Origin or Destination					
Grain	120,000	$ 0.009	Local		
	104,000	$ 0.009	101	$ 94,536	
	81,000	$ 0.009	1,081	$ 788,049	
	50,000	$ 0.009	27	$ 12,150	
Chemicals	30,000	$ 0.019	400	$ 228,000	
Lumber	15,625	$ 0.026	153	$ 62,156	
Equipment	1,000	$ 0.009	806	$ 7,254	
Inedible Tallow	2,400	$ 0.009	736	$ 15,898	
TOTAL					$ 1,208,043
Pass through Generated					
Commodity	**Tonnage**	**Rate of Savings/ Ton-mile**	**Miles**	**Total Savings**	
Grain	90,900	$ 0.009	506	$ 413,959	
Misc.	10,000	$ 0.009	2,448	$ 220,320	
Scrap	2,500	$ 0.009	182	$ 4,095	
TOTAL					$ 638,373.60
TOTAL Annual Transportation Savings					**$ 1,846,416**

IV. F. Other Benefits

Relative to channelization and dredging, costs savings will be generated as a result of the reduction in costs associated with dredging volume and frequency. Over the past ten years, dredging costs have averaged approximately $1,300,000 annually. The port commission estimates that no less than half of this cost is attributed to the "hump" that is caused by the outfall of Cottonwood Chute into the port harbor. With the project, this aspect of the annual dredging cycle would be eliminated thereby reducing the cost of yearly dredging to $650,000. The savings would also equal $650,000. This savings would accrue from year one.

IV. G. Benefits-Costs Tabulation

Benefits presented heretofore include port revenue, payroll (direct and spin-off), transportation savings, and dredging costs savings. All are presented in Table 10 over the proposed 30-year planning period of the project with slight modification. Because of the magnitude of the project and the funding anticipated over time, the project revenue is shown at one-tenth the full projected amount growing each year to maximum benefit in the tenth year and then projected consistent for the remaining 20 years. Transportation savings is addressed in similar fashion. Payroll benefits are likewise presented increasing from 10% of maximum initially then increasing equally each year to full employment for ten years then declining as per program guidelines to zero after the thirtieth year. In contrast, future dredging benefits will be reduced by half in the first year following implementation and continue at that rate for the full program period. The results of these benefits with the noted modifications total $110,292, 902 over the 30-year assessment period.

LPPC_000166

TABLE 10

BENEFITS-COST TABLUATION

	Table 1	Table 6	Table 8	Table 8	Table 9	Sect. IV.F	
Yr.	**Total Project Cost**	**Net Revenue**	**Payroll Benefits**	**Spin-off Benefits**	**Transporta-tion Savings**	**Reduced Dredging Costs**	**Total Benefits**
0	($15,160,000)						($15,160,000)
1		$ 1,057,702	$ 607,400	$ 607,400	$ 1,846,416	$ 650,000	$ 4,768,918
2		$ 1,057,702	$ 587,153	$ 587,153	$ 1,846,416	$ 650,000	$ 4,728,424
3		$ 1,057,702	$ 566,906	$ 566,906	$ 1,846,416	$ 650,000	$ 4,687,930
4		$ 1,057,702	$ 546,659	$ 546,659	$ 1,846,416	$ 650,000	$ 4,647,437
5		$ 1,057,702	$ 526,413	$ 526,413	$ 1,846,416	$ 650,000	$ 4,606,943
6		$ 1,057,702	$ 506,166	$ 506,166	$ 1,846,416	$ 650,000	$ 4,566,450
7		$ 1,057,702	$ 485,919	$ 485,919	$ 1,846,416	$ 650,000	$ 4,525,957
8		$ 1,057,702	$ 465,673	$ 465,673	$ 1,846,416	$ 650,000	$ 4,485,463
9		$ 1,057,702	$ 445,426	$ 445,426	$ 1,846,416	$ 650,000	$ 4,444,970
10		$ 1,057,702	$ 425,179	$ 425,179	$ 1,846,416	$ 650,000	$ 4,404,477
11		$ 1,057,702	$ 404,933	$ 404,933	$ 1,846,416	$ 650,000	$ 4,363,983
12		$ 1,057,702	$ 384,686	$ 384,686	$ 1,846,416	$ 650,000	$ 4,323,490
13		$ 1,057,702	$ 364,439	$ 364,439	$ 1,846,416	$ 650,000	$ 4,282,997
14		$ 1,057,702	$ 344,193	$ 344,193	$ 1,846,416	$ 650,000	$ 4,242,503
15		$ 1,057,702	$ 323,946	$ 323,946	$ 1,846,416	$ 650,000	$ 4,202,010
16		$ 1,057,702	$ 303,699	$ 303,699	$ 1,846,416	$ 650,000	$ 4,161,517
17		$ 1,057,702	$ 283,453	$ 283,453	$ 1,846,416	$ 650,000	$ 4,121,023
18		$ 1,057,702	$ 263,206	$ 263,206	$ 1,846,416	$ 650,000	$ 4,080,530
19		$ 1,057,702	$ 242,959	$ 242,959	$ 1,846,416	$ 650,000	$ 4,040,037
20		$ 1,057,702	$ 222,713	$ 222,713	$ 1,846,416	$ 650,000	$ 3,999,543
21		$ 1,057,702	$ 202,466	$ 202,466	$ 1,846,416	$ 650,000	$ 3,959,050
22		$ 1,057,702	$ 182,219	$ 182,219	$ 1,846,416	$ 650,000	$ 3,918,557
23		$ 1,057,702	$ 161,973	$ 161,973	$ 1,846,416	$ 650,000	$ 3,878,063
24		$ 1,057,702	$ 141,726	$ 141,726	$ 1,846,416	$ 650,000	$ 3,837,570
25		$ 1,057,702	$ 121,479	$ 121,479	$ 1,846,416	$ 650,000	$ 3,797,077
26		$ 1,057,702	$ 101,233	$ 101,233	$ 1,846,416	$ 650,000	$ 3,756,583
27		$ 1,057,702	$ 80,986	$ 80,986	$ 1,846,416	$ 650,000	$ 3,716,090
28		$ 1,057,702	$ 60,739	$ 60,739	$ 1,846,416	$ 650,000	$ 3,675,597
29		$ 1,057,702	$ 40,493	$ 40,493	$ 1,846,416	$ 650,000	$ 3,635,103
30		$ 1,057,702	$ 20,246	$ 20,246	$ 1,846,416	$ 650,000	$ 3,594,610
	$ (15,160,000)	$ 31,731,060	$ 9,414,681	$ 9,414,681	$ 55,392,480	$ 19,500,000	$ 110,292,902
TOTAL BENEFITS TO STATE							**$ 110,292,902**

V. DESCRIPTION OF THE PROJECT AREA

The Port of Lake Providence is located along Louisiana's eastern Mississippi River border in the northeastern corner of the state along U. S. Hwy. 65 in East Carroll Parish. Along the Mississippi River, the port harbor entrance is at AHP 483. The port has been expanding land area, more than quadrupling its size since 1980. Today, the port covers approximately one hundred acres with all expansion since the 1980s as flood-free land.

VI. Impacts of Implementing the Proposed Project

Economic and related benefits are presented in Section IV as summarized in the benefits table, Table 10. Other impacts are considered not significant.

VII. Master Plan for the Port

The port master plan was prepared in 1984 and remains viable. Issues focused on port expansion and harbor maintenance (primarily focusing on beneficial use of dredge material to create flood free land), additional infrastructure, and rail access to the port and track extensions in the port as expansion occurred. Nothing contradictory to the proposed rail and harbor improvements is included in the port master plan.

VIII. OTHER INFORMATION

VIII. A. Funding Sources

If approved, the funding sources for the project will be the Louisiana Port Construction and Development Priority Program for 90% of the construction costs and the Lake Providence Port Commission, regional railroads, and local stakeholders for the remaining 10% of construction costs plus engineering and related services as presented in Table 1.

VIII. B. Local Share

The port commission will be responsible for providing funds for the non-state portion of the project cost. A certified copy of the resolution authorized by the Port Commission is included as Attachment A.

VIII. C. Multi-Year Projects

This project can be completed in one year. However, because of the collaborative nature of the project, i.e., for rail segments and multiple participants collaborating and sharing funds, in all likelihood the project will take multiple years to complete.

VIII. D. Permits

Permits by the Corps of Engineers will be required relative to dredging, discharge, and wetlands for the Cottonwood Chute improvements. Permit applications will be prepared and approved prior to anticipated DOTD funding appropriation.

ATTACHMENTS

A. RESOLUTION

RESOLUTION AUTHORIZING AN AGREEMENT AND DESIGNATION OF PERSON AUTHORIZED TO SIGN

PARISH OF EAST CARROLL

RESOLUTION

Lake Providence Port Commission

A Resolution authorizing the Lake Providence Port Commission to enter into an agreement with the State of Louisiana, Department of Transportation and Development under the Louisiana Port Construction and Development Priority Program for assistance in the implementation of a port improvement project; providing for the necessary documentation of the need for the flood control improvement; and providing for other matters in connection therewith.

WHEREAS, the Lake Providence Port Commission has a need for port improvements; and

WHEREAS, the Lake Providence Port Commission has reviewed the application for the Multimodal Freight Corridor Improvement Project and agrees with said agreement; and

WHEREAS, the Lake Providence Port Commission has applied for State matching funds pursuant to Chapter 38 of Title 34 of the Louisiana Revised Statues of 1950, as amended, to implement a project to improve its port and Lake Providence Port Commission is fully aware of its obligations under said Statute; and

WHEREAS, the Lake Providence Port Commission is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute; and

WHEREAS, the State has made funds available pursuant to the above Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Lake Providence Port Commission as follows:

Section 1. That Lake Providence Port Commission acknowledges that an application was submitted to the Louisiana Port Construction and Development Priority Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project Lake Providence Port Commission agrees to execute a Project Agreement and a Statement of Sponsorship pursuant to the Statute and hereby authorizes and empowers James A. Thom, IV, President, to enter into and execute said agreement with the Louisiana Department of Transportation and Development.

Section 3. That James A. Thom, IV, President, is hereby Authorized Representative for Lake Providence Port Commission to represent the Lake Providence Port Commission with regards to the receipt of funds from the Louisiana Port Construction and Development Priority Program for a port improvement project.

Section 4. That said Authorized Representative shall have the authority to sign and approve all documents that are necessary under the circumstances to accomplish the above project.

Francis X. Lensing, Secretary

James A. Thom, IV, President

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular Meeting of The Lake Providence Port Commission held on the 15th Day of November, 2017, in which a quorum was present and voting and that the resolution adopted is still in effect and has not been rescinded or revoked.

Signed at Lake Providence On the 15th Day of November, 2017.

Francis X. Lensing, Secretary

B. DESIGN CRITERIA

(See Section III.A)

To be submitted by project engineers.

C. DESIGN CALCULATIONS

(See Section III. B)
To be submitted by project engineers.

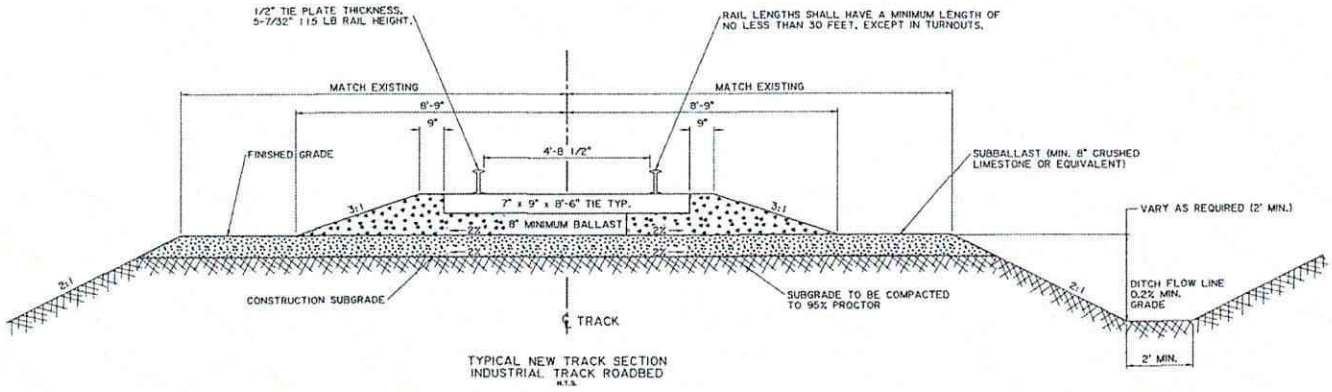
D. ENGINEERING REPORT

(To be prepared and submitted in its entirety upon notice of grant approval and funding appropriation.)

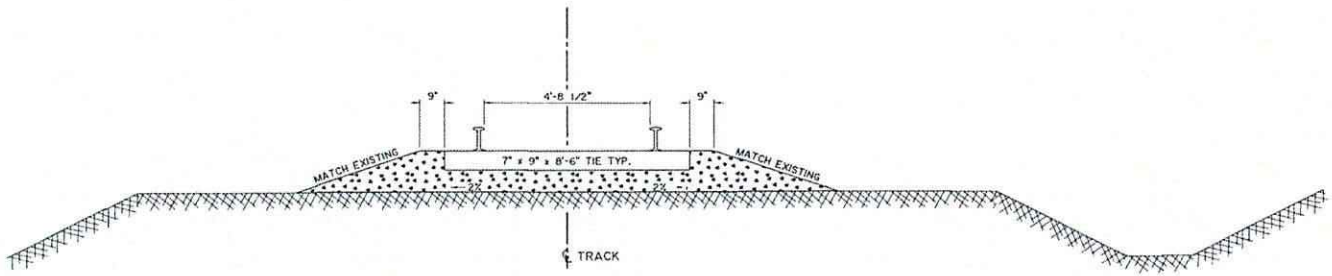
E. LAYOUT OF EXISTING AND PROPOSED FACILITIES

(See Figure 1, page 2)

F. PRELIMINARY CONSTRUCTION PLANS



TYPICAL NEW TRACK SECTION
INDUSTRIAL TRACK ROADBED
N.T.S.



TYPICAL EXISTING SECTION
INDUSTRIAL TRACK ROADBED
N.T.S.

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

FOR PLANNING PURPOSES ONLY

EAST CARROLL

TYPICAL SECTIONS AND DETAILS

RAILROAD REHABILITATION

LAKE PROVIDENCE PORT COMMISSION

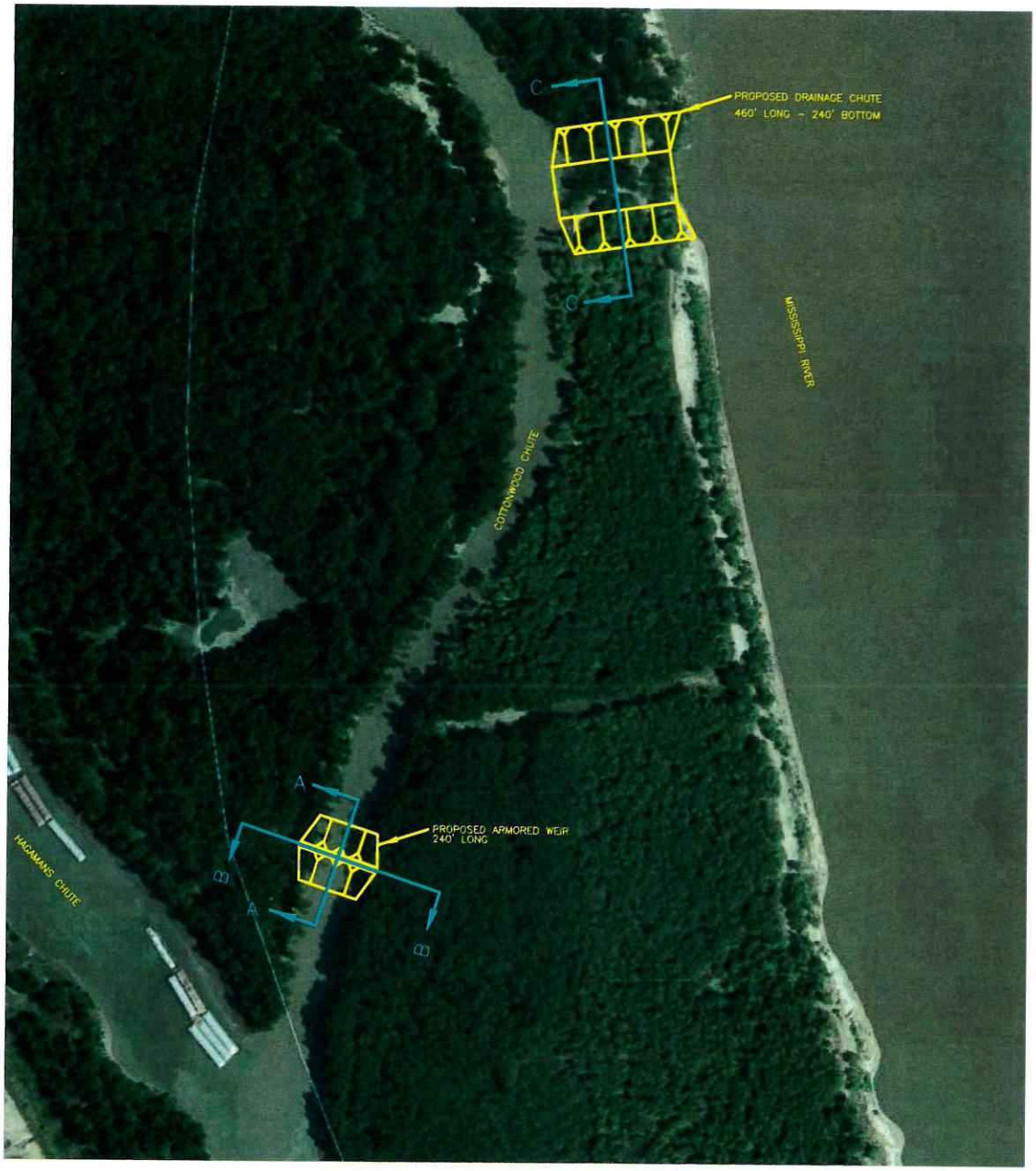
BUCHART HORN INC.

LPPC_000178

COTTONWOOD CHUTE REDIRECTION

Preliminary construction plans for the dredge and redirection of Cottonwood Chute to be provided at a future date when provided by the USACE and consultant engineers.

SCALE: 1" = 200'



NO.	DESCRIPTION	BY.
	REVISIONS	

BRYANT HAMMETT & ASSOCIATES, LLC
CIVIL ENGINEERING & LAND SURVEYING

DATE: 11/2017
DRAWN BY: PCS
DESIGNED BY: KC, JF
CHECKED BY: KC, JF

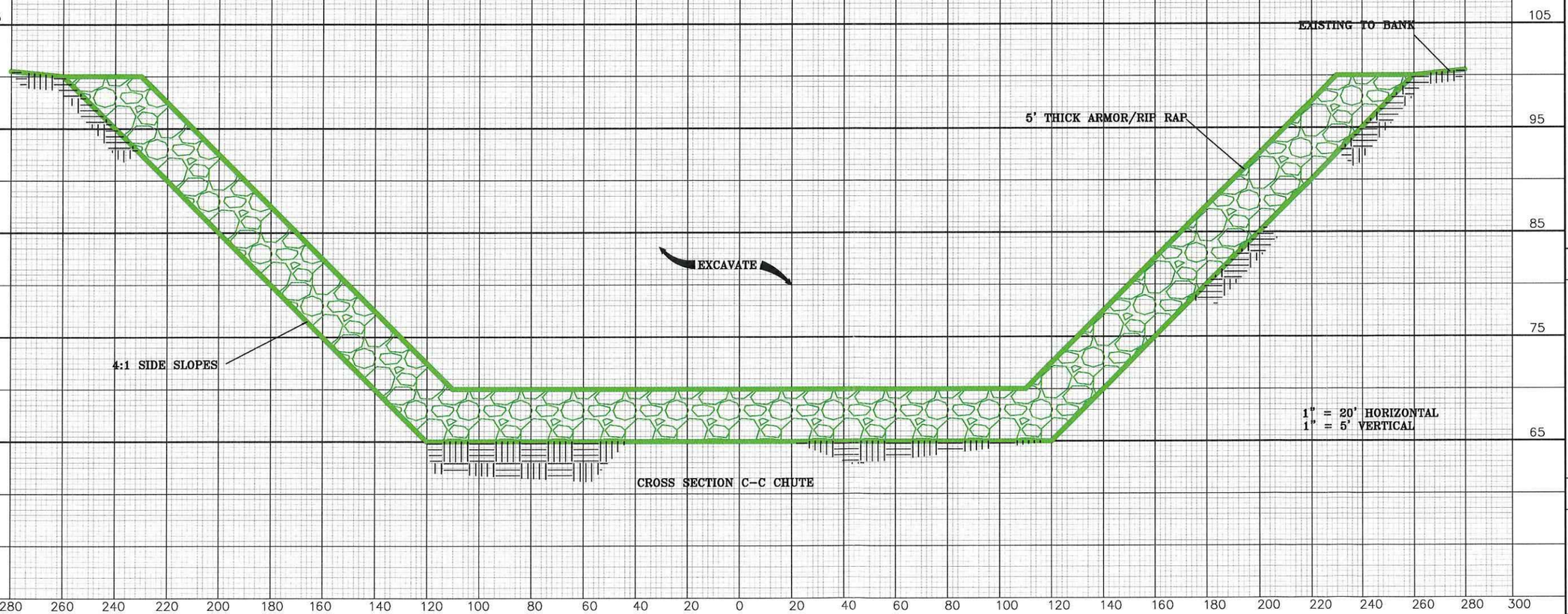
LAKE PROVIDENCE PORT
COTTONWOOD CHUTE DIVERSION
SITE PLAN/VICINITY MAP

SHEET 1

FILE NO.: 5162-4

MISSISSIPPI RIVER GAUGE ELEVATIONS

115
105
95
85
75
65



CROSS SECTION C-C CHUTE

280 260 240 220 200 180 160 140 120 100 80 60 40 20 0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300

SHEET 3

LAKE PROVIDENCE PORT
CHUTE CROSS SECTION
COTTONWOOD CUTE DIVERSION

BRYANT HAMMETT & ASSOCIATES, LLC
CIVIL ENGINEERING & LAND SURVEYING

NO.	DESCRIPTION	BY
	REVISIONS	

PROJECT NO. 5162-4

MSL ELEVATIONS

105
95
85
75
65

EXISTING TOP BANK

5' THICK ARMOR/RIP RAP

FILL

CROSS SECTION B–B WEIR

5' THICK ARMOR/RIP RAP

4 : 1 SIDESLOPES

FILL

CROSS SECTION A–A WEIR

1" = 20' HORIZONTAL
1" = 5' VERTICAL

280 260 240 220 200 180 160 140 120 100 80 60 40 20 0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300

SHEET 2

LAKE PROVIDENCE PORT
WEIR CROSS SECTION
COTTONWOOD CHUTE DIVERSION

BRYANT HAMMETT
& ASSOCIATES, LLC
CIVIL ENGINEERING & LAND SURVEYING

NO.	DESCRIPTION	BY

REVISIONS

PROJECT NO. 5162--4

LPPC_000182

G. FINANCIAL STATEMENTS

(Provided Under Separate Cover)

H. CARGO TONNAGE HISTORY

CARGO HISTORY (in tons)
Port of Lake Providence, Louisiana

	GRAIN SHIPMENTS	DOCK SHIP/REC.	LIQ. FERT SHIPPED	DRY FERT & AGGREGATE SHIPMENTS	COTTON SEED UNLOADS	TOTAL	USACE TONNAGE
YEAR							
1990	54,000	111,000		74,000	24,000	263,000	
1991	93,000	118,000		147,000	32,000	390,000	
1992	111,000	102,000		118,000	111,000	442,000	
1993	71,000	89,000		106,000	73,000	339,000	
1994	100,000	98,000		114,000	62,000	374,000	
1995	66,000	82,000		147,000	117,000	412,000	
1996	157,000	124,000	11,000	157,000	106,000	555,000	
1997	140,000	76,000	9,000	156,000	94,000	475,000	
1998	114,000	85,000	20,000	132,000	86,000	437,000	
1999	135,000	88,000	22,000	82,000	58,000	385,000	
2000	130,000	107,000	23,000	113,000	107,000	480,000	524,000
2001	176,000	121,000	28,000	77,000	84,000	486,000	490,000
2002	317,000	90,000	27,000	75,000	119,000	628,000	489,000
2003	338,000	168,000	51,000	132,000	88,000	777,000	804,000
2004	291,000	160,000	33,000	134,000	44,000	662,000	621,000
2005	213,000	139,000	29,000	138,000	46,000	565,000	521,000
2006	212,000	161,000	59,000	205,000	20,000	657,000	908,000
2007	405,000	203,000	50,000	160,000	21,000	839,000	1,009,000
2008	377,000	238,000	44,000	126,000	-	785,000	856,000
2009	294,000	116,000	19,000	147,000	-	576,000	635,000
2010	426,000	155,000	42,000	185,000	-	808,000	1,349,000
2011	395,000	215,000	46,000	178,000	-	834,000	896,000
2012	354,000	116,000	17,812	173,000		660,812	733,000
2013	678,000	252,000	21,014	203,000		1,154,014	1,595,000
2014	707,000	231,000	28,000	88,000		1,054,000	
2015	704,000	206,000	2,000	13,000		925,000	

Notes:

1. Grain shipments are reported as the amount shipped for the year by water.
2. Dock shipments indicate the amount of goods received or shipped by water.
3. Liquid fertilizer indicates the product shipped (by truck) and does not show the amount received (by water).
4. Dry fertilizer and aggregate indicated the amount shipped (by truck) whereas the inbound is from water.
5. Cottonseed shipments indicate the amount of unloads received by truck (outbound goes by rail mostly).
6. In all cases only one transaction is counted either shipment or receipt.
7. All figures are rounded to the nearest 000 ton.
8. The Port has no record for dry fertilizer & aggregates shipped prior to 1993 so USACE figures were used.
9. Mayersville fleeting is not included; approx. 50,000 tons per year

I. PORT'S MASTER PLAN

Available upon request.

J. COMMENTING AGENCIES

(None at this time.)

K. OTHER

LETTERS OF SUPPORT from Senator Francis Thompson and Representative John "Andy" Anders attached.

Additional letters of support included with the INFRA grant are also submitted herewith.

SENATE
STATE OF LOUISIANA

FRANCIS C. THOMPSON
State Senator
District 34
P.O. Box 68
Delhi, LA 71232
Phone: (318) 878-9408
Fax: (318) 878-5650
Email: thompsof@legis.la.gov

COMMITTEES
Agriculture, Forestry, Aquaculture and Rural Development, *Chairman*
Commerce, Consumer Protection and International Affairs
Finance, *Interim Member*
Joint Legislative Committee on the Budget
Select Committee on Homeland Security

November 17, 2017

Mr. Randall D. Withers, PE
Port Priority Program Director
LA Department of Transportation & Development
Office of Multimodal Planning
Post Office Box 94245
Baton Rouge, LA 70804-9245

Dear Mr. Withers:

Please accept this letter as support for the Lake Providence Port Commission Multimodal Freight Corridor Improvement Project that the Lake Providence Port Commission is requesting in their 2017-18 Louisiana Port Construction and Development Priority Program.

This grant will be used to modernize and improve rail and harbor safety infrastructure along an important freight corridor and improve the regional connectivity to three inland waterway ports. The infrastructure improvements described in the grant application are needed to provide the ports railroad and waterway customers access to the nation's rail and port network. The improvements will have a significant impact to the region's economic development efforts and will expand the effectiveness and cost savings to regional shippers.

The multimodal improvements described in the grant application will provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and to the world, as well as providing a new economic development tool for the region, which is so desperately needed. This application for multimodal freight corridor improvements is a positive step for Louisiana, and a positive step for the region and the nation. Increased transportation of rail and river traffic is important to the growth of our region's and nation's economy.

I appreciate the opportunity to share with you the importance of this project to our office, our state, and our region, and I urge your expeditious approval of the Commission's application for PCDP program funding.

Sincerely,

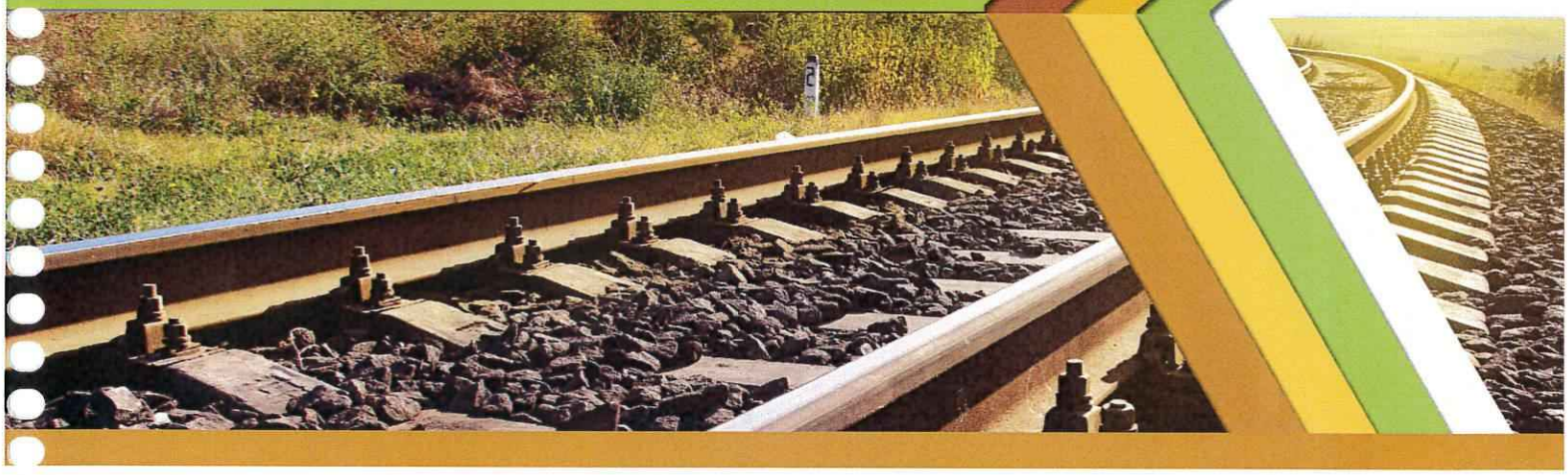
Francis Thompson

State Senator, District 34

LETTER OF SUPPORT FORM REPRESENTATIVE ANDERS TO BE PROVIDED.

Appendix A

Letters of Support



Name and Title	Affiliation
Arkansas Letters of Support	
Eddie Cheatham, State Senator, District 26	Senate, State of Arkansas
Mark D. McElroy, State Representative, District 11	Arkansas House of Representatives
Scott E. Bennett, P.E., Director	Arkansas State Highway Commission
Michael Preston, Executive Director	Arkansas Economic Development Commission
Jack May, Desha County Judge	Desha County
Johnny Brigham, Mayor	City of Dumas
JoAnne H. Bush, Mayor	City of Lake Village
Jeff Owyoung, Mayor	City of McGehee
Stephen Tisdale, Mayor	City of Eudora
Louisiana Letters of Support	
Bill Cassidy, M.D., U.S. Senator	Congress of the United States
John Kennedy, U.S. Senator	Congress of the United States
Ralph Abraham, M.D., U.S. Representative	Congress of the United States
Francis C. Thompson, State Senator, District 34	Senate, State of Louisiana
Andy Anders, State Representative, District 21	Louisiana House of Representatives
Charles R. "Bubba" Chaney, State Representative, District 19	Louisiana House of Representatives
Gary LaGrange, PPM, Executive Director	Ports Association of Louisiana
Tana Trichel, President/CEO	Northeast Louisiana Economic Alliance (NELEA)
Robert D. Fortenberry, President	Madison Parish Police Jury
Paxton J. Branch, Mayor	City of Tallulah
Robert N. Amacker Jr., Mayor	Town of Lake Providence
Matt Prince, Director of Operations	Continental Rail
Fred W. Eubanks, Human Resources Mgr-HRMC/Southeast Region	Hydro Extrusion North America
Steve Henderson, Senior Vice President of Operations	Big River Rice and Grain
Neil D. Martin, Vice President	Terral
Jerry J. Melton, President	Complex Chemical Co., Inc.
Donald W. Philley, Industrial/National Account Manager	CHS, Inc.
Lewis Rodrigue III, Vice President	Helena Chemical Company
National Letters of Support	
Kurt J. Nagle, President and CEO	American Association of Port Authorities (AAPA)

EDDIE CHEATHAM

SENATOR
26TH DISTRICT
OFFICE: 870-364-5659
eddie.cheatham@senate.ar.gov

2814 ASHLEY 239
CROSSETT, ARKANSAS 71635-8824

THE SENATE
STATE OF ARKANSAS

VICE-CHAIR:
PUBLIC HEALTH, WELFARE AND LABOR

MEMBER:
AGRICULTURE, FORESTRY AND ECONOMIC DEVELOPMENT
RULES, RESOLUTIONS AND MEMORIALS
JOINT BUDGET
JOINT AUDIT
JOINT RETIREMENT AND SOCIAL SECURITY

October 17, 2017

The Honorable Elaine Chao
Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Ms. Chao:

Please accept this letter in support of the Southeast Arkansas Economic Development District and its partners as they apply for the 2017-18 INFRA Grant. It is my understanding the grant would be used for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project.

The funds will be used to modernize and improve rail safety infrastructure along an important freight corridor and improve the regional connectivity to three inland waterway ports between McGehee, Arkansas and Tallulah, Louisiana. The infrastructure improvements are needed to provide the ports' railroad customers access to the nation's rail network. This project will have a significant impact on the southeast region's economic development efforts and will expand the efficiency and cost savings to regional shippers. It will also provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and world. Increased transportation of rail and river traffic is vital to the growth of the economy, and I support this request.

I respectfully ask you to give their application every consideration. Thank you for your time and attention in this matter. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Eddie Cheatham
State Senator
District 26

EC:em

REPRESENTATIVE
Mark D. McElroy
2645 Highway 138 East
Tillar, Arkansas 71670-9372

870-644-3822 Residence
mdmcelroy1@yahoo.com

DISTRICT 11

Counties:
Part Desha
Part Ashley
Chicot

COMMITTEES:

Education
Higher Education Subcommittee

Agriculture, Forestry and Economic Development
Vice Chairperson,
Parks and Tourism Subcommittee

House Management

Joint Budget

STATE OF ARKANSAS

House of Representatives

October 18, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U. S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Chao:

I am writing in support of the Southeast Arkansas Economic Development District's request for a 2017-2017 INFRA Grant application for multimodal freight corridor improvements in Southeast Arkansas and Northeast Louisiana. The project will be shared by the Southeast Arkansas Economic Development District, Port of Lake Providence, Louisiana, and Madison Parish, Louisiana.

Each partner is located along a 100 mile section of the Mississippi River, between McGehee in Southeast Arkansas and Tallulah in Northeast Louisiana. There is a short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence, Madison Parish Port, and a future rail connection to the Port of Yellow Bend near Arkansas City, Arkansas.

The grant will be utilized to modernize and expand the infrastructure located along the corridor. The renovation is necessary because it will bring about regional connectivity to three inland waterway ports. The construction mentioned in the grant application will give the port's railroad customers access to the nation's rail network. This project will expand effectiveness, support economic development efforts while bringing about cost savings to shippers.

I'm sure you will review the detailed information in the grant application that explains how the freight corridor improvements will be cost-effective for shippers in the region. Shippers will be able to effortlessly deliver their produce and goods to the nation and around the world. Once this project is completed it will economically benefit Arkansas, Louisiana, the entire region and the nation.

I truly appreciate your consideration of the grant request, and respectfully ask you to approve the funding. If I can be of assistance to you, please contact me.

Sincerely,

Mark D. McElroy

Mark D. McElroy
State Representative
District 11

MDM/prs

ARKANSAS STATE HIGHWAY COMMISSION

DICK TRAMMEL
CHAIRMAN
ROGERS

THOMAS B. SCHUECK
VICE CHAIRMAN
LITTLE ROCK

ROBERT S. MOORE, JR.
ARKANSAS CITY

DALTON A. FARMER, JR.
JONESBORO

PHILIP TALDO
SPRINGDALE

SCOTT E. BENNETT, P.E.
DIRECTOR

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

October 27, 2017

The Honorable Elaine L. Chao
Secretary, U.S. Department of Transportation
1200 New Jersey Ave. SE.
Washington, DC 20590-0001

Dear Madam Secretary:

Reference is made to the Southeast Arkansas Economic Development District's (SEAEDD) 2017-2018 INFRA Grant Application for Multimodal Freight Corridor Improvements in Southeast Arkansas and Northeast Louisiana. This application is for modernization and improvements to rail safety infrastructure and improvement of regional connectivity to three inland waterway ports between McGehee, Arkansas and Tallulah, Louisiana.

The Arkansas Department of Transportation acknowledges that modernizing critical rail safety infrastructure and improving regional connectivity for these ports will allow for more efficient inland waterway shipping and would improve the economic viability of this largely rural and socioeconomically depressed Delta region.

If additional information is needed, please advise.

Sincerely,

Scott E. Bennett, P.E.
Director

c: Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineer – Planning
Transportation Planning and Policy
Governmental Relations Office
Southeast Arkansas Economic Development District

Y:\WINWORD\DD & COO\Correspondence\Letters\Bennett\INFRA Support Letters\SEAEDD INFRA Grant Support Letter REV.docx

October 19, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Secretary Chao:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

This grant will be used to modernize and improve rail safety infrastructure along an important freight corridor and improve the regional connectivity to three inland waterway ports. The infrastructure improvements described in the grant application are needed to provide the ports' railroad customers access to the nation's rail network. The improvements will have a significant impact on the region's economic development efforts and will expand the effectiveness and cost savings to regional shippers.

Increased transportation of rail and river traffic is important to the economic growth of this region and the nation. The multimodal improvements described in the grant application will provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and world, as well as providing a new economic development tool for the region, which is so desperately needed. This application for multimodal freight corridor improvements is a positive step for Arkansas and Louisiana, as well as the region and nation.

I appreciate the opportunity to share with you the importance of this project to our agency, our states, and the region. I urge your expeditious approval of the SEAEDD's application for INFRA program funding.

Sincerely,

Michael Preston
Executive Director

JACK MAY
DESHA COUNTY JUDGE

October 18, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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P.O. BOX 188 • ARKANSAS CITY, ARKANSAS • TELEPHONE (870) 877-2426 • FAX (870) 877-3413

I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Jack May
Desha County Judge

DUMAS
Where life is more.

Johnny Brigham, Mayor
Erma Coburn, City Clerk
City Council:
Roy Dalton
Lonzell Dodds
Franklin Healey
Ross Martin
John Owen
T.C. Pickett
Flora Simon
Romona Weatherford

October 18, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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P.O. Box 157 | 155 E. Waterman St. | Dumas, AR 71639-0157
870.382.2121 phone | 870.382.6846 fax | dumas@centurytel.net | dumasar.net

I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Johnny Brigham
Mayor
City of Dumas

CITY OF LAKE VILLAGE

JOANNE H. BUSH
MAYOR

AMANDA BROWN
ADMIN. ASST.

October 17, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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The multimodal improvements described in the grant application will provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and to the world, as well as providing a new economic development tool for the region, which is so desperately needed. This application for multimodal freight corridor improvements is a positive step for

P.O. BOX 725 | LAKE VILLAGE, ARKANSAS 71653
P: (870) 265-2228 | F: (870) 265-5817 | EMAIL MAYOR: jbush@lakevillagear.gov • Admin. Asst.: abrown@lakevillagear.gov

CITY OF LAKE VILLAGE

JOANNE H. BUSH
MAYOR

AMANDA STRICKLAND
ADMIN. ASST.

Arkansas and Louisiana, and a positive step for the region and the nation. Increased transportation of rail and river traffic is important to the growth of our region's and nation's economy.

I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

JoAnne H. Bush, Mayor

P.O. BOX 725 • LAKE VILLAGE, ARKANSAS 71653
PHONE (870) 265-2228 • FAX (870) 265-5817 • E-MAIL MAYOR: jbush@cityoflakevillage.com • Admin. Asst.: astricklandclv@gmail.com
www.cityoflakevillage.com

Jeff Owyoung, Mayor
Marcia Massey, City Clerk
Judge Melinda French
Attorney Gibbs Ferguson

City of McGehee
P.O. Box 612
McGehee AR 71654
870-222-3160
Fax: 870-222-5729

Council
Margaret Hood
Ricky Lattimore
Steve Montgomery
Al Murphy
Mike Rogers
Helen Wesson

October 17, 2018

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Jeff Owyoung, Mayor

City of Eudora, AR

239 SOUTH MAIN STREET
Eudora, Chicot County, Arkansas 71640
Phone: (870) 355-4436
Fax: (870) 355-4003
Email: EudoraCity@gmail.com

STEPHEN TISDALE, MAYOR
JOSEPH MAZZANTI III, CITY ATTORNEY
JUANITA BURTON, CITY CLERK/ TREASURER

BOARD OF ALDERMAN

MARY HARRIS	**MARCO TONEY**
FAYE MOYE	**ROBERT THOMAS**
DANITA TURNER	**BUELAH MAIDEN**
CHARLENE TAYLOR	**EZELL MINNIEFIELD**

Thursday, October 26, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

The City of Eudora, Arkansas wishes to express its support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project. That the Southeast Arkansas Economic Development District and its partners are requesting this in their 2017-18 INFRA Grant application.

This is an extremely important project for Eudora and other similarly situated towns. The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

Economic development is crucial to the Delta, and this grant will be used to modernize and improve rail safety infrastructure along an important freight corridor. It will improve the regional connectivity to three inland waterway ports. The infrastructure improvements described in the grant application are needed to provide the ports railroad customers access to the nation's rail network. The improvements will have a significant impact to the region's economic development efforts and will expand the effectiveness and cost savings to regional shippers.

The multimodal improvements described in the grant application means jobs for our community. It will provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and to the world, as well as providing a new economic development tool for the region, which is so desperately needed. This application for multimodal freight corridor improvements is a positive step for Arkansas and Louisiana, and a positive step for the region and the nation. Increased transportation of rail and river traffic is important to the growth of our region's and nation's economy.

Thank you for the opportunity to share with you the importance of this project to our city, our states, and our region, please give your approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Stephen Tisdale, Mayor

Congress of the United States
Washington, DC 20515

October 27, 2017

The Honorable Elaine Chao
Secretary
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Chao:

We write in support of the proposal submitted by the Southeast Arkansas Economic Development District (SEAEDD) and its partners for funding under the Infrastructure for Rebuilding America (INFRA) Grant program to construct the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project.

SEAEDD, the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile stretch of the Mississippi River between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This stretch is also served by a parallel 91.3-mile short line railroad that interfaces directly with the Port of Lake Providence and Madison Parish Port, and will soon serve an additional rail connection to the Port of Yellow Bend near Arkansas City, AR.

Funds will be used to modernize rail infrastructure in order to increase the speed, safety and overall efficiency of the rail system. These improvements will reduce shipping costs and provide customers of the ports with a cost-effective alternative for delivering commodities and manufactured goods to market. Greater connectivity for producers and shippers with the region's inland waterway ports will provide a new economic development tool and increased opportunities for a historically underserved area of the country.

Increasing commercial rail and barge traffic is critical to economic growth in this region and throughout the nation. This proposal is a great example of a multimodal transportation project that improves existing infrastructure in a rural area and will provide much needed economic benefits to this region as well as manufacturers and end-users in connected markets.

As you continue to evaluate proposals to improve and rebuild our Nation's infrastructure, we ask that you give all due consideration to this project for funding under the INFRA Grant program. Thank you for your consideration of this request.

Sincerely,

Bill Cassidy, M.D.
U.S. Senator

John Kennedy
U.S. Senator

Ralph Abraham, M.D.
U.S. Representative

PRINTED ON RECYCLED PAPER

SENATE
STATE OF LOUISIANA

FRANCIS C. THOMPSON
State Senator
District 34
P.O. Box 68
Delhi, LA 71232
Phone: (318) 878-9408
Fax: (318) 878-5650
Email: thompsof@legis.la.gov

COMMITTEES:

Agriculture, Forestry, Aquaculture and Rural Development, *Chairman*
Commerce, Consumer Protection and International Affairs
Finance, *Interim Member*
Joint Legislative Committee on the Budget
Select Committee on Homeland Security

October 17, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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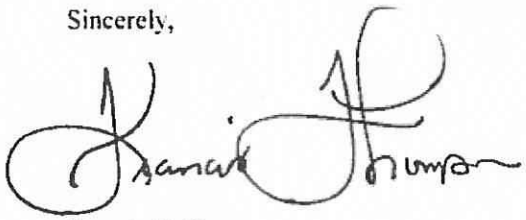
I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,



Francis C. Thompson

State Senator, District 34

FCT/sdg

LOUISIANA HOUSE OF REPRESENTATIVES

200 Advocate Row, Suite D
Vidalia, LA 71373
Email: larep021@legis.la.gov
Phone: 318.336.5865
Toll Free: 800.259.3660
Fax: 318.336.9268

Chairman, Agriculture, Forestry,
Aquaculture, and Rural Development
Health and Welfare
House Committee on Homeland Security
Joint Committee on Homeland Security

ANDY ANDERS
State Representative ~ District 21

October 17, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Andy Anders

Andy Anders
State Representative/District 21

LOUISIANA HOUSE OF REPRESENTATIVES

P. O. Box 8
806 Louisa Street, Suite B
Rayville, LA 71269
Email: chaneyb@legis.la.gov
Phone: 318.728.5875
Fax: 318.728.5876

Agriculture, Forestry, Aquaculture, and Rural Development
Appropriations
Natural Resources and Environment
House Committee on Enrollment
Joint Legislative Committee on the Budget

CHARLES R. "BUBBA" CHANEY
State Representative ~ District 19

October 18, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

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I appreciate the opportunity to share with you the importance of this project for my district, our region, and our states, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.
Yours truly,

Charles R. Chaney

CHARLES R. CHANEY
STATE REPRESENTATIVE
DISTRICT 19

Ports ASSOCIATION of LOUISIANA
666 North Street, Baton Rouge, LA 70802
Phone: (225) 334-9040
Email: info@portsoflouisiana.org

October 18, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

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I appreciate the opportunity to share with you the importance of this project to our association, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Gary LaGrange, PPM
Executive Director
Ports Association of Louisiana

DISTRICT 1
ROBERT D. FORTENBERRY

DISTRICT 2
STANLEY OGDEN

DISTRICT 3
PATRICIA BUCHANAN

DISTRICT 4
JOHNNY HUGHES

DISTRICT 5
JANE G. SANDERS

Madison Parish Police Jury

Courthouse Building
Ofc (318) 574-3451

100 North Cedar Street
Fax (318) 574-3122

Tallalah, Louisiana 71282

MARGARET DEW
SECT/TREAS

MARILYN WYCHE
ASST SECT/TREAS

MARGARET WHITNEY
ADMIN CLERK

CLINTON EPPS
SUPERINTENDENT

LARRY HEARN
ASST SUPERINTENDENT

October 11, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Robert D. Fortenberry, President

NORTHEAST LOUISIANA ECONOMIC ALLIANCE

Partners Driving Progress

NELEA

www.nelea.us

October 12, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

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Economic Development
Mail and Operations

LOUISIANA DELTA COMMUNITY COLLEGE | ADVANCED TECHNOLOGY BUILDING
7500 MILLHAVEN ROAD, ROOM 210 | MONROE, LA 71203 | P. 318.345.9288
204 Fair Avenue | Winnsboro, LA 71295
p. 318.435.4 865 | f. 318.435.4895

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Tana Trichel, President/CEO

Northeast Louisiana Economic Alliance

Mail: 204 Fair Avenue

Winnsboro, LA 71295

ttrichel@nelea.us

318 348 0826

Paxton J. Branch
Mayor

204 North Cedar Street
Tallulah, Louisiana 71282
Telephone (318) 574-0964
Fax (318) 574-2773

Office of the Mayor

October 12, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary Chao:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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"This Institution is an Equal Opportunity Employer/Provider"

I appreciate the opportunity to share with you the importance of this project to our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Paxton J. Branch
Mayor

Town of Lake Providence

Robert N. Amacker Jr.
Mayor
Lee Ann W. Clement
Clerk

EXECUTIVE DEPARTMENT
201 SPARROW STREET
LAKE PROVIDENCE, LOUISIANA 71254
TELEPHONE: 318-559-2288
FAX: 318-559-3442

Alderman:
Jason Condrey
Nathaniel Madere
Barbara McDaniel
Karl Magee
Donald B. Meadows
Attorney: Kenneth "Andy" Brister, Jr.

October 24, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

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"This institution is an equal opportunity provider and employer"

Town of Lake Providence

Robert N. Amacker Jr.
Mayor
Lee Ann W. Clement
Clerk

EXECUTIVE DEPARTMENT
201 SPARROW STREET
LAKE PROVIDENCE, LOUISIANA 71254
TELEPHONE: 318-559-2288
FAX: 318-559-3442

Alderman:
Jason Condrey
Nathaniel Madere
Barbara McDaniel
Karl Magee
Donald B. Meadows
Attorney: Kenneth "Andy" Brister, Jr.

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Sincerely,

Robert N. Amacker Jr.
Mayor, Lake Providence

"This institution is an equal opportunity provider and employer"

CONTINENTAL RAIL

October 17, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:
Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Matt Prince
Director of Operations

2929 E. Commercial Blvd., Suite PH-D – Fort Lauderdale, FL 33308
Toll free: 1-855-946-RAIL (7245) – www ContinentalRail.us

HYDRO

October 16, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

The Southeast Arkansas Economic Development District (SEAEDD), the Port of Lake Providence, LA and the Madison Parish Port, LA are located along an approximately 100-mile-long section of the Mississippi River (the designated M-55 Marine Highway) between McGehee in rural Southeast Arkansas and Tallulah in rural Northeast Louisiana. This section of the Mississippi River between McGehee and Tallulah is also served by a parallel 91.3-mile continuous short line railroad corridor of commerce that interfaces directly with the existing Port of Lake Providence and Madison Parish Port and a yet-to-be constructed rail connection to the separate Port of Yellow Bend near Arkansas City, Arkansas.

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The multimodal improvements described in the grant application will provide shippers in the region with new cost-effective alternatives for delivering their produce and manufactured goods to the nation and to the world, as well as providing a new economic development tool for the region, which is so desperately needed. This application for multimodal freight corridor improvements is a positive step for Arkansas and Louisiana, and a positive step for the region and the nation. Increased transportation of rail and river traffic is important to the growth of our region's and nation's economy.

I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Fred W. Eubanks
Human Resources Mgr-HRMC/Southeast Region
Hydro Extrusion North America
142 Sapa Drive
Delhi, LA 71232
(318) 341.7402

BIG RIVER

RICE AND GRAIN

AN AGSPRING COMPANY

October 27, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

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I appreciate the opportunity to share with you the importance of this project to our company and the areas we operate in. I urge your expeditious approval of SEAEDD's and its partners' application for INFRA program funding.

Sincerely,

Steve Henderson
Sr VP of Operations

P.O. BOX 38 • PIONEER, LA 71266 • (318) 428-2439 • FAX (318) 428-4570

TERRAL

10100 Highway 65 South
Lake Providence, LA 71254
(800) 228-1961

10-27-17

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Neil D. Martin
Vice President

COMPLEX CHEMICAL CO., INC.
MADISON PARISH PORT INDUSTRIAL PARK
P.O. BOX 1352
TALLULAH, LA 71282
PHONE: (318) 574-0382

October 11, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

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Sincerely,

Jerry J. Melton
President
Complex Chemical Co., Inc.

5500 Cenex Drive
Inver Grove Heights, MN
55077-1721

651-355-6000
chsinc.com

October 26, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590

Dear Ms. Secretary:

Please accept this letter as support for the Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project that the Southeast Arkansas Economic Development District and its partners are requesting in their 2017-18 INFRA Grant application.

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Donald W Philley
Industrial / National Account Manager
CHS, Inc.

Farmer-owned with
global connections

HELENA CHEMICAL COMPANY
255 Schilling Boulevard, Suite 200
Collierville, Tennessee 38017
Telephone: 901-537-7280
Fax: 901-821-5455

October 19, 2017

The Honorable Elaine Chao, Secretary of Transportation
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington D.C. 20590
Dear Ms. Secretary:

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I appreciate the opportunity to share with you the importance of this project to our firm, our states, and our region, and I urge your expeditious approval of SEAEDD's and its partners application for INFRA program funding.

Sincerely,

Lewis Montague III

AAPA American Association of Port Authorities

Alliance of the Ports of Canada, the Caribbean, Latin America and the United States

Seaports Deliver Prosperity

October 13, 2017

The Honorable Elaine Chao
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington DC 20590

Dear Secretary Chao:

The American Association of Port Authorities (AAPA) is writing to express its strong support for public seaports' applications for the FY 2017 Infrastructure For Rebuilding America (INFRA) Grants. Direct and sustainable multimodal funding for freight infrastructure was AAPA's top priority for the FAST Act.

Founded in 1912, AAPA is the unified and collective voice of the seaport industry in the Americas. AAPA empowers port authorities, maritime industry partners and service providers to serve their global customers and create economic and social value for their communities. Our activities, resources and partnerships connect, inform and unify seaport leaders and maritime professionals in all segments of the industry around the western hemisphere. Our letter today is on behalf of our U.S. members.

Last year, AAPA and the American Association of State Highway Transportation Officials (AASHTO) released the *State of Freight II – Implementing the FAST Act and Beyond*. This timely report highlights the work state DOTs and seaports have engaged in since implementation of the FAST Act to develop and finalize state freight plans, in coordination with state freight advisory committees. For example, the survey found that 71 percent of states have state freight plans that they are actively working to make FAST Act compliant. In addition, 57 percent of states have targeted more than 6,200 freight projects for inclusion in their state freight plans, while 35 percent have identified a combined $259 billion in costs for their state's freight plan projects.

Ports are integral partners in developing these state freight plans and a national multimodal freight plan. *The State of Freight II* builds off AAPA's 2015 *State of Freight* report, which identified $28.9 billion in needed freight landside infrastructure investments by 2025.

American seaports and their private-sector partners annually spend more than $30 billion collectively in marine terminal capital improvements that help handle freight and cruise passengers more efficiently. INFRA grants will provide ports with needed funding for multimodal projects that support America's transportation system and freight network. State's have already begun to submit their state freight plans in anticipation of the December 4 grant application deadline. USDOT should already be seeing port-related projects of regional and national significance that would benefit from INFRA grants to make improvements to America's transportation infrastructure.

The governments of Canada and Mexico are making large investments in their freight transportation systems, including their seaports. Goods imported and exported do not need to go through U.S. ports. If we do not maintain our infrastructure, more freight will flow through neighboring countries. In order to keep these important maritime jobs at home, the U.S. government must make significant investments in seaport infrastructure.

As the Department of Transportation begins to evaluate the applications for the INFRA grants, we strongly urge you to focus on seaports and the last mile freight-related projects, including gateways and corridor projects, to help maintain and expand the maritime infrastructure. These projects support U.S. exports and imports, which are vital to our nation's economy, standard of living and U.S. jobs.

Sincerely,

Kurt J. Nagle
President and CEO

East Carroll & Madison Parishes
Lake Providence Port Commission
Acquisition & Rehabilitation of Railroad-Lake Providence-Tallulah
(Lake Providence Branch of the Old Missouri Pacific Rail Line)

APPLICATION TO THE LOUISIANA PORT CONSTRUCTION AND DEVELOPMENT PRIORITY PROGRAM 2025-2026

Lake Providence Port Commission
409 Port Road
Lake Providence, Louisiana 71254
Telephone: 318.282.0620
Telephone: 225.315.4234

Contact: Wyly Gilfoil, Executive Director

LEGISLATIVE DELEGATION
Senator Katrina Jackson, District 34
Representative C. Travis Johnson, District 21
Representative Francis Thompson, District 19

PORT COMMISSIONERS
Jim Thom, President
Jerry King, Vice President
Francis Lensing, Secretary-Treasurer
Karvan Powell
Roger Clement
Mark Buntyn

Preparer: Wyly Gilfoil, Port Director
Bryant Killen, Deputy Director
Ph. 318.282.0620

March 1, 2024

EXHIBIT#
Gilfoil 17
9/29/2026 - PB
exhibitsticker.com

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Lake Providence Port Commission
Acquisition & Rehabilitation of Railroad-Lake Providence-Tallulah
(Lake Providence Branch of the Old Missouri Pacific Rail Line)
PCDPP APPLICATION, FY 2025-26

I. DESCRIPTION OF THE PROPOSED PROJECT

I. A. Nature and Goals

The Goals of this Project are to acquire 28 miles of railroad and provide for its rehabilitation. It will connect Lake Providence Port to Madison Parish Port and provide connections to two mainline railroads (UP and KCS). The Project will provide a gateway to economic growth and development in the region, improve resiliency, safety, reliability and improve the environment through reduced truck traffic.

The connection will enhance transportation efficiency and reduce logistical costs for businesses operating in and around the Lake Providence Port, Madison Port and Northeast Louisiana (NELA). This connectivity will facilitate the transportation of goods and materials, ultimately boosting trade and commerce in the area. An improved transportation infrastructure will attract new businesses, leading to job creation and economic prosperity for the regional community.

Regional competitiveness will be enhanced by providing access to a broader market through the mainline railroad network. This will enable businesses in Lake Providence and the NELA to reach a wider customer base, increase their market share, and strengthen their position in the industry. The increased connectivity will attract investments and foster economic growth, making Lake Providence Port and NELA a more attractive destination for businesses and investors.

A railroad connecting multiple ports is crucial for efficient transportation and trade. The railroad serves as a vital link between the ports, facilitating the seamless movement of goods and products. It enhances connectivity, reduces transportation costs, and increases the speed of deliveries. This infrastructure plays a significant role in boosting economic growth by enabling businesses to expand their markets and reach a wider customer base. Additionally, a well-connected railroad system between ports promotes more efficient trade, fosters economic development, and strengthens regional competitiveness. Overall, the presence of a railroad connecting multiple ports is essential for enhancing logistical operations, promoting trade efficiency, and driving economic prosperity.

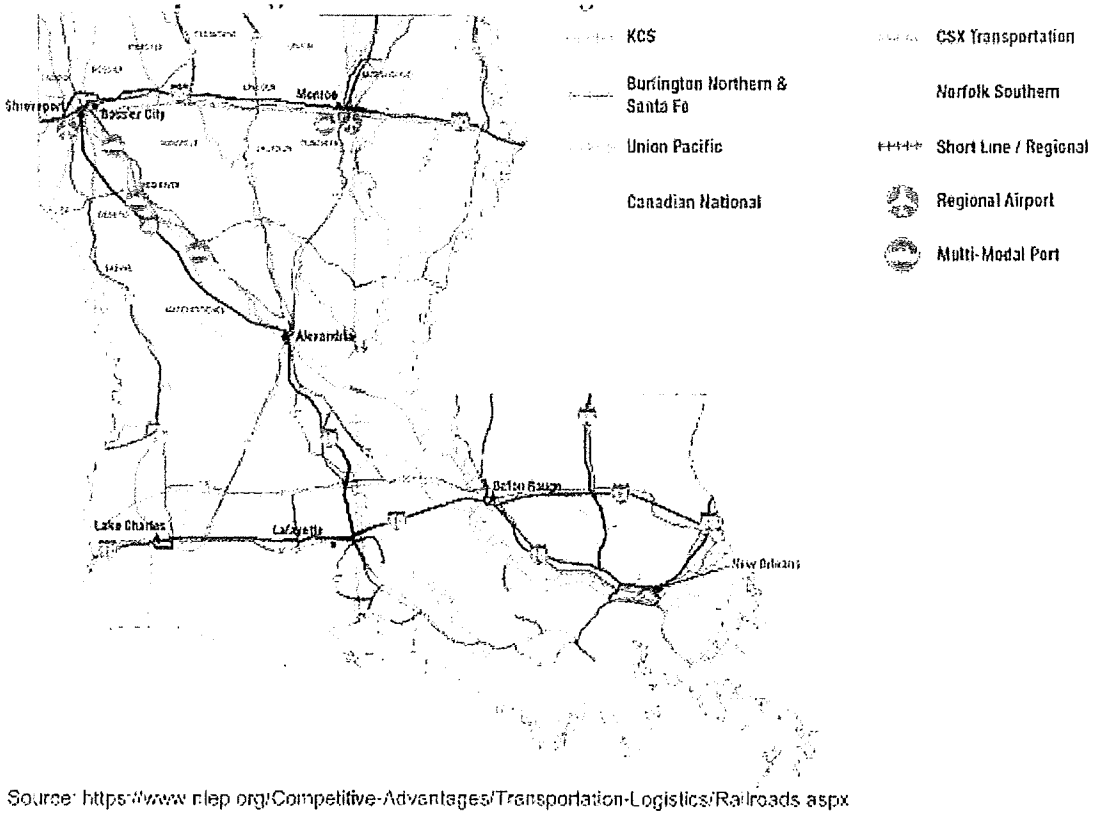
During years of low water levels on the Mississippi River, the use of a railroad to transport goods becomes essential as barge traffic may be shut down. Railroads offer a reliable alternative mode of transportation when water levels in the river are too low for barges to navigate effectively. This ensures that the flow of goods and products is not disrupted, maintaining supply chains and meeting market demands. The flexibility and efficiency of rail

transport play a critical role in mitigating the impact of adverse weather conditions on river transportation. By utilizing railroads during periods of low water levels, businesses can continue to move their goods efficiently and minimize disruptions to their operations. This highlights the importance of having multiple transportation options, such as railroads, to adapt to challenging environmental conditions and ensure the continuous flow of commerce.

The acquisition and rehabilitation of the 28 miles of railroad connecting Lake Providence Port to an additional mainline railroad is a strategic investment that will bring about significant benefits to the public. It will stimulate economic growth, create job opportunities, enhance regional competitiveness, and promote sustainable transportation practices. This project is essential for realizing the full potential of the Lake Providence Port Commission and driving progress in the region.

The trackage specific to this PCDPP application begins at Lake Providence and follows US Hwy. 65 southward to the KCS interchange in Tallulah, approximately 28 miles. The proposed alignment is graphically depicted in Attachment E.

Exhibit 1: Operating Louisiana Rail Trackage



Source: https://www.nlep.org/Competitive-Advantages/Transportation-Logistics/Railroads.aspx

Most of the current trackage consists of lightweight 85-pound/yard construction materials and base design. This condition and other constraints from this outdated rail system, which includes bridges and numerous roadway crossings, prohibits the use of freight cars with the maximum allowable gross weight of 286,000 pounds which is the current rail standard across America.

While the proposed track upgrade is intended for everyday use, it will also serve to benefit waterborne commerce during times of low water conditions on the Mississippi River such as this record setting years (2022 & 2023). As a result, crops harvested this summer and fall had to be trucked to by-pass river blockages between Lake Providence and Vidalia. Although the low water conditions do not occur every year, when the conditions do arise, rail service could be used to maintain cargo movement. News accounts suggest that low water levels that hinder barge flow occur on average every ten years except this year they occurred back-to-back.

I. B. Funds Requested

Information presented in Exhibit 2 on the following page shows the amount of funds requested of the Port Construction and Development Priority Program for the proposed improvements at and on behalf of the Lake Providence Port Commission. Total construction and related costs inclusive of engineering design fees are $16,666,667. Of this amount, $15,000,000 is requested of the Louisiana Port Construction and Development Priority Program. The Lake Providence Port Commission will be responsible for $1,666,667 calculated as 10% of eligible construction costs plus non-construction related costs including advertising, administration, geotechnical investigations, engineering, inspections, etc., which are also estimated to yield $1,666,667. In total, the LPPC non-state share will be $3,333.333.

EXHIBIT 2--PROJECT COSTS and FUNDS REQUESTED
LAKE PROVIDENCE PORT COMMISSION
Acquisition & Rehabilitation of Railroad-Lake Providence Branch of the Old Missouri Pacific Rail Line, Lake Providence, LA to Tallulah, LA
PCDPP 2025-26

Item No.	Description	Cost	Project Cost & Cost by Entity	
1	Rail Acquisition	$ 5,000,000		
2	Track rehabilitation	$ 9,151,515		
3	Roadway Crossings	$ 1,000,000		
				-
	TOTAL CONSTRUCTION	$ 15,151,515		
	Contingencies 10% & Related Costs	$ 1,515,152		
	Total Construction Costs	$ 16,666,667	(a)	
	90% of Construction Cost (DOTD Share & Basis for IRR		(b)	$ 15,000,000
	10% of Construction Cost (Port Share/Non-state)		(C)	$ 1,666,667
	Engineering & Related Services		(d)	$ 1,666,667
	TOTAL PROJECT COSTS	(b+c+d)	$ 18,333,333	
	(DOTD & Port Commission)			
	(Cost Verfication)		$ 18,333,333	
	Port's Share (non-state) of PCDPP		(0.1a) + d	$ 3,333,333
	(10% of Eligible Construction+Engineering & Related Cost			

I. C. Alternatives

The no action alternative will lead to the continued decline in efficiency of agriculture and related shipments along the Mississippi River corridor by rail in Northeast Louisiana. The continued use of trucking will only result in a decline of highway infrastructure as well as increase safety concerns in the region. Since overweight permits are granted during harvest - the hottest time of the year, the use of rail can lead to less wear and tear on the highways, resulting in a reduction of road maintenance. Rail transportation has a proven safety record compared to trucking. Trains are less prone to accidents and have a lower fatality rate per billion-ton miles.

I. D. Adequacy of Components

The functional ports' rail network including McGehee, Lake Providence, and Tallulah is serviced by the Delta Southern Railroad and the North Louisiana and Arkansas Rail Company. This line is linked to the Union Pacific Railroad at McGehee, Arkansas, and the Kansas City Southern Railroad at Tallulah, LA. Kansas City Southern Railroad and Union Pacific Railroad extend service throughout the country, Mexico, and Canada on a Class 4 track

(60 mph for freight and 80 mph for passenger service). Delta Southern Railroad servicing the Lake Providence Port begins in Tallulah and continues north to Lake Providence. The North Louisiana & Arkansas Railroad operates over 62 miles from McGehee, AR to Lake Providence. As growth in the production of grain continues, additional cargo will be generated along these lines, particularly if the proposed rail service upgrades are implemented.

Port infrastructure, i.e., utilities, roads, rail sidings, and the dock facilities, are in place and fully operational with decades of long-term useful life expectancy at these ports. North-south highway connectivity is provided via US 65 while Interstate 20 passes through Tallulah east to west. Highway access south from Tallulah is provided by US 65 and is aligned north to south to near the Tensas Parish Port at St. Joseph, La. US Hwy. 65 continues to Clayton, where it intersects with US 84/425 traversing east-west and US 61 southbound to Baton Rouge. These ports connect all the continental U. S., Canada, and Mexico by rail and internationally by water. These ports are all adjacent to the Mississippi River giving them multimodal accessibility with highway, rail, and water.

By improving rail service in the Lake Providence, La. – Tallulah, La area near the Lake Providence Port and the Madison Parish Port, cargo movements by rail can re-emerge thereby encouraging major cost savings in the reduction of thousands of miles of truck hauling which is the standard operating procedure today. As noted previously, with the persistent threat of low water on the Mississippi River at harvest, the feasibility of acquiring and rehabilitating the line is at the pinnacle of public interest in northeast Louisiana.

II. DEMONSTRATION OF IMMEDIATE NEED FOR THE PROJECT

II. A. Cargo History

A multi-year cargo history for the Port of Lake Providence is presented below in Exhibit 3 which notes both stability and growth at the port. Port land area, facilities, & operations have expanded consistently over the past three decades. In the cargo history table, USACE totals reflect Lake Providence harbor tonnage as well as cargo carried along the Mississippi River within the Lake Providence "river reach" as defined by the Corp of Engineers.

Commodity	2016	2017	2018	2019	2020
All Commodities	944,097	1,086,104	1,147,254	1,096,782	1,120,845
Nitrogenous Fert.	105,549	75,699	128,392	136,912	84,994
Phosphatic Fert.	4,565	9,476	7,827	3,168	11,620
Potassic Fert.	20,085	21,562	13,328	12,418	23,240
Fert. & Mixes NEC	14,755	4,584	4,528	8,430	6,555
Building Stone	-	-	-	-	6,127
Limestone	13,777	9,167	27,451	50,470	45,083
Sand & Gravel	56,135	74,105	75,005	85,080	121,834
Waterway Improv. Mat	53,225	41,120	5,880	34,754	98,329
Lime	16,397	32,550	-	-	-
Aluminum	-	-	-	1,591	-
Wheat	-	-	7,617	2,318	1,550
Corn	215,796	232,490	396,498	245,798	174,231
Rice	21,002	20,210	19,900	22,409	34,959
Oats	-	1,605	-	-	-
Soybeans	413,713	552,914	451,891	481,673	498,395
Oilseeds NEC	1,298	7,422	8,937	11,761	9,928
Animal Feed, Prep.	7,800	3,200	-	-	4,000

Source: US Army Corps of Engineers, Waterborne Commerce Statistics Center

II. B. Market Analysis

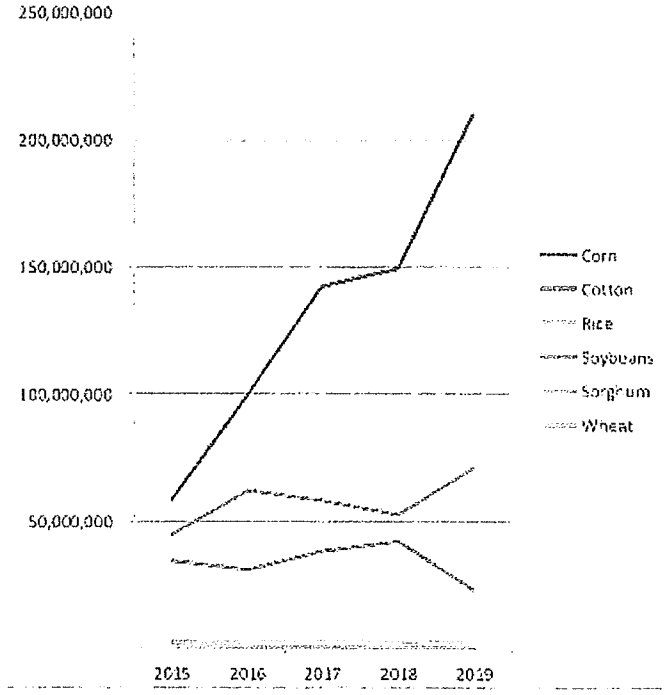
II. B. 1. Extrapolation from Past Trends

Data presented in Exhibit 4, Commodity Production in the Port's Hinterland, was abstracted from LSU Ag Center data relative to agricultural production in northeast Louisiana over the past few years. While abstracted to basic crops, the long-term acreage trend in agricultural production in the port's hinterland is relatively consistent. This trend is especially noteworthy for major crops handled in East Carroll & Madison Parishes with particular emphasis on grains such as corn, soybeans, sorghum, and wheat. As summarized in the data chart (Exhibit 5), while individual crop harvests show annual fluctuations, the totals for the industry are generally consistent.

Exhibits 4--Commodity Production in Port's Hinterland (bushels)
(Catahoula, Concordia, East Carroll, Franklin, Madison, Richland, Tensas, and West Carroll Parishes)
Source: LSU Ag Center Annual reports by parish, 2015 -2019

Crop	1996	2016	2017	2018	2019	2020
Corn	36,817,660	61,923,110	58,058,560	52,386,689	70,802,689	60,422,206
Cottonseed	361,563	80,094	114,007	119,611	168,031	98,514
Rice	2,417,474	2,872,672	2,606,053	2,798,402	2,269,575	3,283,184
Soybeans	12,396,956	30,881,920	38,300,046	42,132,719	23,473,171	32,828,403

Exhibit 5—Commodity Summary Chart in Bushels



Agricultural commodities (generally dry bulk cargo such as grain and cottonseed) and liquid cargo (fertilizer and other ag chemicals) listed in Exhibit 3 reflect recent historical cargo handling throughout much of northeast Louisiana. With the addition of rail service to the area, significant cost savings will be gained with an inbound and outbound rail option when compared to trucking. Cargo is projected to continue expanding overall as crop production in yield per acre increases. As per acre yields increase and more tonnage is generated, total agricultural acreage in the port's hinterland is also anticipated to increase as has occurred historically.

II. B. 2 Diverted Cargo

The acquisition and rehabilitation of the Lake Providence Branch of the old Missouri Pacific Railroad which has not seen traffic since 2014, will lead to diversion of cargo hauling from truck to rail. Corn shipments are already occurring from Lake Providence by truck to Delhi where it is placed on unit trains to Mexico. With rail rehabilitation, corn will be loaded at Lake Providence and shipped to Tallulah to be combined with loads from the Madison Port to make a unit train for delivery to Mexico. Other cargo movements between the Lake Providence - Tallulah area include aggregates southbound from north of Louisiana, corn north to Tallulah then west on to Mexico, farm equipment from Waterloo, Iowa, fertilizer in a short rail run south from Tallulah, and cottonseed and soybeans from the Madison Port area up to the Port of Lake Providence. These movements are magnified during low water events, providing an outlet for farmers to get their crops to market as well as adequate storage. All these movements are currently by truck.

Studies indicate that elevators with shuttle service "can reduce costs, increase speed, and increase rail capacity." (Hyland, Mahmasssani, & Mjahed. 2016 "Analytical Models of Rail Transportation Service in the Grain Supply Chain...Transportation Research Part E 93:294-315). "Shippers using shuttle service saved an average of 24 percent per year in total transportation costs during the study period (2006-2013)" (Ndembe, Bitzan. 2018. Grain Freight elevator consolidation, transportation demand. Research in Transportation Economics, Journal of the Transportation Research Forum 71:54-60).

Shipping freight via rail limits greenhouse gas emissions and increases fuel efficiency thereby reducing the transportation carbon footprint. The difference between moving cargo via rail or truck (25 tons) is that rail freight (143 tons) is typically three to four times more affordable and fuel efficient (www.freightcourse.com/rail-vs-truck). In fact, one unit train can replace several hundred trucks.

II. B. 3. Generated Cargo

No new generated cargo is anticipated currently.

II. B. 4. Origins and Destinations

Based upon input from the port director, port commissioners, and proposed clientele, and the referenced grant application, origins and destinations of the projected cargo are included in

section II.B.2 above. Trip distance is included in tables provided for use in calculating cargo handling revenue and transportation cost savings.

II. B. 5. Cargo Handling Revenue

The basic revenue stream anticipated by the port commission is a function of rail trackage usage revenue generated by every rail car using the proposed reconstructed track as well as the storage revenue of port tenants staging cars for use. In estimating gross revenue, cargo tonnage, rail rates/ton-mile, trip miles, and the port's share of revenue are incorporated. Tonnage and rate are provided by port staff, shipper surveys, area farming interests, and rail providers. This information is summarized on an annual basis in Exhibit 6 below and over the 30-year project term in Exhibit 7.

Exhibit 6 - Annual Gross Cargo Handling Revenue

Commodity	Tonnage	Rate/Ton -mile	Miles	Total Cost	Port Revenue @ 10%
Aggregates	78,000	$ 0.079	30	$ 184,860.00	$ 18,486
Chemicals	70,000	$ 0.079	300	$ 1,659,000.00	$ 165,900
Cottonseed	20,000	$ 0.079	70	$ 110,600.00	$ 11,060
Grain	170,000	$ 0.079	25	$ 335,750.00	$ 33,575
Equipment	1,000	$ 0.079	880	$ 69,520.00	$ 6,952
Fertilizer	37,000	$ 0.079	40	$ 116,920.00	$ 11,692
Other	135,000	$ 0.079	90	$ 959,850.00	$ 95,985
	# Cars	Rate/Day	Days		
Storage	500	$ 6.000	365	$ 1,095,000.00	$ 1,095,000
TOTAL	**511,500**				**$ 1,438,650**

Exhibit 7 -ANNUAL GROSS CARGO HANDLING REVENUE OVER PROJECT TIMEFRAME	
Project Year	Rail Revenue
1	$ 1,438,650
2	$ 1,438,650
3	$ 1,438,650
4	$ 1,438,650
5	$ 1,438,650
6	$ 1,438,650
7	$ 1,438,650
8	$ 1,438,650
9	$ 1,438,650
10	$ 1,438,650
11	$ 1,438,650
12	$ 1,438,650
13	$ 1,438,650
14	$ 1,438,650
15	$ 1,438,650
16	$ 1,438,650
17	$ 1,438,650
18	$ 1,438,650
19	$ 1,438,650
20	$ 1,438,650
21	$ 1,438,650
22	$ 1,438,650
23	$ 1,438,650
24	$ 1,438,650
25	$ 1,438,650
26	$ 1,438,650
27	$ 1,438,650
28	$ 1,438,650
29	$ 1,438,650
30	$ 1,438,650
Total 30-yr Gross Revenue	$ 43,159,500

II. C. Industrial Development

No new industrial development is anticipated.

II. D. Prospective Industrial Tenants

As noted above in II.C., no new prospective tenants are in negotiations with port staff currently.

II. E. Letter of Commitment

Letters of commitment are not applicable to this application, and letters of support from area legislators are included as Attachment K.

II. F. Other Factors

NA

III. PRELIMINARY DESIGN, PLANS, AND COST ESTIMATES

III. A. Design Criteria

Design criteria for the rail upgrade will be provided by the port's consultant engineer. Design criteria of the renovated and upgraded track will be developed to a Class 2 track to accommodate 286,000 pounds per car. Details related to specific design criteria are preliminary but can and will be submitted as soon as practical.

III. B. Design Calculations

Because of the cost burden required in carrying design costs for three or more years in accordance with PCDPP and legislative approval and funding procedures, only rough order of magnitude design calculations were prepared. More detailed design calculations will be provided upon notice of funding approval and as an actual grant award nears.

III. C. Preliminary Construction Plans

Layout of Existing and Proposed Facilities and Preliminary Construction Plans can be found in Attachments E and F respectively.

III. D. Cost Estimates

A cost estimate is provided in Exhibit 2 on page 3.

III. E. Project Schedule

Beginning with the submittal of this grant application, the tentative schedule for the project is noted as follows:

March 2024 .....Submittal of PCDPP grant application.
April 2025 .....Approval of application by PCDPP; joint legislative committee approval.
October 2026 .....Engineering plans completed and approved.
January 2027 .....Advertise for Bids, Bids Accepted.
April 2027 .....Contractor selected, contract executed, construction begins.
June 2029 .....Construction complete
October 2029 .....Facility at full production

The port commission is aware of the ongoing delay in the allocation of approved PCDPP grants. The above dates are considered "movable" to accommodate grant award and respective funding appropriations.

IV. DETERMINATION OF BENEFITS TO THE STATE

IV. A. Revenues and Expenses

Summarized in Exhibit 8 on the following page is the projected net revenue estimate that the project will generate for the Port of Lake Providence. A maintenance deduction of half 1/30th of the total project cost is subtracted from that gross revenue over the anticipated 30-year life of the project. A 50% reduction in this expense deduction is utilized as allowed in the PCDPP guidelines as the railroad company has responsibility for all rail maintenance on the proposed segment upgrade.

As noted in Section II.B.5, because of the nature of the project, a 30-year useful life and respective revenue stream is presented. Examples of anticipated financial benefits to the state include rail use/lease revenue as through put and as pass through, creation of jobs, and transportation cost savings. Non-financial benefits include the ability to market confidently, enhanced sustainability, reduced truck emissions, reduced roadway wear and tear, and neutralizing the effect of low water halting barge traffic once every seven to ten years.

EXHIBIT 8 - NET REVENUE ESTIMATE			
Project Year	Annual Gross Revenue (from Exhibit 6)	Less Maintenance Expense *	Net Revenue
1	$ 1,438,650	$ 277,778	$ 1,160,872
2	$ 1,438,650	$ 277,778	$ 1,160,872
3	$ 1,438,650	$ 277,778	$ 1,160,872
4	$ 1,438,650	$ 277,778	$ 1,160,872
5	$ 1,438,650	$ 277,778	$ 1,160,872
6	$ 1,438,650	$ 277,778	$ 1,160,872
7	$ 1,438,650	$ 277,778	$ 1,160,872
8	$ 1,438,650	$ 277,778	$ 1,160,872
9	$ 1,438,650	$ 277,778	$ 1,160,872
10	$ 1,438,650	$ 277,778	$ 1,160,872
11	$ 1,438,650	$ 277,778	$ 1,160,872
12	$ 1,438,650	$ 277,778	$ 1,160,872
13	$ 1,438,650	$ 277,778	$ 1,160,872
14	$ 1,438,650	$ 277,778	$ 1,160,872
15	$ 1,438,650	$ 277,778	$ 1,160,872
16	$ 1,438,650	$ 277,778	$ 1,160,872
17	$ 1,438,650	$ 277,778	$ 1,160,872
18	$ 1,438,650	$ 277,778	$ 1,160,872
19	$ 1,438,650	$ 277,778	$ 1,160,872
20	$ 1,438,650	$ 277,778	$ 1,160,872
21	$ 1,438,650	$ 277,778	$ 1,160,872
22	$ 1,438,650	$ 277,778	$ 1,160,872
23	$ 1,438,650	$ 277,778	$ 1,160,872
24	$ 1,438,650	$ 277,778	$ 1,160,872
25	$ 1,438,650	$ 277,778	$ 1,160,872
26	$ 1,438,650	$ 277,778	$ 1,160,872
27	$ 1,438,650	$ 277,778	$ 1,160,872
28	$ 1,438,650	$ 277,778	$ 1,160,872
29	$ 1,438,650	$ 277,778	$ 1,160,872
30	$ 1,438,650	$ 277,778	$ 1,160,872
30-yr Net Revenue	$ 43,159,500	$ 8,333,340	$ 34,826,160

*$16,666,667 project cost/2 (maintenance by RR company)/30 = $277,778

IV. B. Number of Jobs

Port employment is anticipated to increase 5% with the implementation of the proposed multi-modal improvements. Five new jobs will be generated by the rail project and five jobs will be retained because of the rail rehabilitation. These jobs will be spread among all port tenants. Port employment will increase from 100 to 105. A breakdown by job type and wages in accordance with the PCDPP is presented in Exhibit 9. New jobs and retained jobs are included.

EXHIBIT 9 ESTIMATE OF ADDITIONAL ANNUAL PAYROLL			
PORT OPERATORS			
Position - NEW	Total Employees	Annual Wages	Total Wages
Managerial	1	$ 60,400	$ 60,400
Supervisory/stevedore/skilled	2	$ 46,300	$ 92,600
Factory Workers	2	$ 31,500	$ 63,000
Clerical/unskilled	2	$ 18,600	$ 37,200
TOTAL	7		$ 253,200
Position - RETAINED	Total Employees	Annual Wages	Total Wages
Managerial	0	$ 60,400	$ -
Supervisory/stevedore/skilled	0	$ 46,300	$ -
Factory Workers	0	$ 31,500	$ -
Clerical/unskilled	0	$ 18,600	$ -
TOTAL	0		$ -
TOTAL ESTIMATE OF ADD'L ANNUAL PAYROLL			$ 253,200

IV. C. Payroll Benefits

Based upon the above noted employee structure and respective annual wages (Exhibit 9), information presented below in Exhibit 9 offers estimated payroll benefits based upon PCDPP guidelines.

IV. D. Spin-off Benefits of Payroll

Spin-off benefits are also noted in Exhibit 10, Payroll Benefits, and presented in accordance with program guidelines.

EXHIBIT 10. PAYROLL BENEFITS		
Year 1 - 30	Direct Payroll Benefits	Spin-off Payroll Benefits
1	$ 253,200	$ 253,200
2	$ 244,760	$ 244,760
3	$ 236,320	$ 236,320
4	$ 227,880	$ 227,880
5	$ 219,440	$ 219,440
6	$ 211,000	$ 211,000
7	$ 202,560	$ 202,560
8	$ 194,120	$ 194,120
9	$ 185,680	$ 185,680
10	$ 177,240	$ 177,240
11	$ 168,800	$ 168,800
12	$ 160,360	$ 160,360
13	$ 151,920	$ 151,920
14	$ 143,480	$ 143,480
15	$ 135,040	$ 135,040
16	$ 126,600	$ 126,600
17	$ 118,160	$ 118,160
18	$ 109,720	$ 109,720
19	$ 101,280	$ 101,280
20	$ 92,840	$ 92,840
21	$ 84,400	$ 84,400
22	$ 75,960	$ 75,960
23	$ 67,520	$ 67,520
24	$ 59,080	$ 59,080
25	$ 50,640	$ 50,640
26	$ 42,200	$ 42,200
27	$ 33,760	$ 33,760
28	$ 25,320	$ 25,320
29	$ 16,880	$ 16,880
30	$ 8,440	$ 8,440
Total Payroll Benefits	$ 3,924,600	$ 3,924,600
Annual reduction factor calc		
$ 253,200	30	$ 8,440

IV. E. Shipping Costs

Shipping cost and related transportation savings as a project benefit are summarized in the table below (Exhibit 11).

EXHIBIT 11
TRANSPORTATION SAVINGS

Commodity	Tonnage	Rail Rate/ Ton-mile	Miles	Ton-Miles	Total Cost by Rail		Truck Rate/ Ton-Mile	Total Cost by Truck	Transportation Savings
Aggregate	78,000	$ 0.079	30	2,340,000	$ 184,860		$ 0.20	$ 468,000	$ 283,140
Chemicals	70,000	$ 0.079	300	21,000,000	$ 1,659,000		$ 0.20	$ 4,200,000	$ 2,541,000
Cottonseed	20,000	$ 0.079	70	1,400,000	$ 110,600		$ 0.20	$ 280,000	$ 169,400
Grain	170,000	$ 0.079	25	4,250,000	$ 335,750		$ 0.20	$ 850,000	$ 514,250
Equipment	1,000	$ 0.079	860	860,000	$ 67,940		$ 0.20	$ 172,000	$ 104,060
Fertilizer	37,000	$ 0.079	40	1,480,000	$ 116,920		$ 0.20	$ 296,000	$ 179,080
Other	135,000	$ 0.079	90	12,150,000	$ 959,850		$ 0.20	$ 2,430,000	$ 1,470,150
TOTAL	511,000				$ 3,434,920			$ 8,696,000	$ 5,261,080

IV. F. Other Benefits

As noted previously, non-financial benefits include the ability to market confidently, enhanced sustainability, reduced truck emissions, reduced roadway wear and tear, and neutralizing the effect of low water halting barge traffic once every seven to ten years.

IV. G. Benefits-Costs Tabulation

Benefits presented heretofore include port revenue, payroll (direct and spin-off), and transportation savings. All are presented in Exhibit 12 over the proposed 30-year planning period of the project. The source of each data column is provided atop each column.

EXHIBIT 12

BENEFITS-COST TABULATION

	Exhibit 2	Exhibit 7	Exhibit 8	Exhibit 9	Exhibit 10	
Yr	Total Project Cost	Net Revenue	Payroll Benefits	Spin-off Benefits	Transportation Savings	Total Benefits
0	$ (18,333,333)					$ (18,333,333)
1		$ 1,160,872	$ 253,200	$ 253,200	$ 5,261,080	$ 6,928,352
2		$ 1,160,872	$ 244,760	$ 244,760	$ 5,261,080	$ 6,911,472
3		$ 1,160,872	$ 236,320	$ 236,320	$ 5,261,080	$ 6,894,592
4		$ 1,160,872	$ 227,880	$ 227,880	$ 5,261,080	$ 6,877,712
5		$ 1,160,872	$ 219,440	$ 219,440	$ 5,261,080	$ 6,860,832
6		$ 1,160,872	$ 211,000	$ 211,000	$ 5,261,080	$ 6,843,952
7		$ 1,160,872	$ 202,560	$ 202,560	$ 5,261,080	$ 6,827,072
8		$ 1,160,872	$ 194,120	$ 194,120	$ 5,261,080	$ 6,810,192
9		$ 1,160,872	$ 185,680	$ 185,680	$ 5,261,080	$ 6,793,312
10		$ 1,160,872	$ 177,240	$ 177,240	$ 5,261,080	$ 6,776,432
11		$ 1,160,872	$ 168,800	$ 168,800	$ 5,261,080	$ 6,759,552
12		$ 1,160,872	$ 160,360	$ 160,360	$ 5,261,080	$ 6,742,672
13		$ 1,160,872	$ 151,920	$ 151,920	$ 5,261,080	$ 6,725,792
14		$ 1,160,872	$ 143,480	$ 143,480	$ 5,261,080	$ 6,708,912
15		$ 1,160,872	$ 135,040	$ 135,040	$ 5,261,080	$ 6,692,032
16		$ 1,160,872	$ 126,600	$ 126,600	$ 5,261,080	$ 6,675,152
17		$ 1,160,872	$ 118,160	$ 118,160	$ 5,261,080	$ 6,658,272
18		$ 1,160,872	$ 109,720	$ 109,720	$ 5,261,080	$ 6,641,392
19		$ 1,160,872	$ 101,280	$ 101,280	$ 5,261,080	$ 6,624,512
20		$ 1,160,872	$ 92,840	$ 92,840	$ 5,261,080	$ 6,607,632
21		$ 1,160,872	$ 84,400	$ 84,400	$ 5,261,080	$ 6,590,752
22		$ 1,160,872	$ 75,960	$ 75,960	$ 5,261,080	$ 6,573,872
23		$ 1,160,872	$ 67,520	$ 67,520	$ 5,261,080	$ 6,556,992
24		$ 1,160,872	$ 59,080	$ 59,080	$ 5,261,080	$ 6,540,112
25		$ 1,160,872	$ 50,640	$ 50,640	$ 5,261,080	$ 6,523,232
26		$ 1,160,872	$ 42,200	$ 42,200	$ 5,261,080	$ 6,506,352
27		$ 1,160,872	$ 33,760	$ 33,760	$ 5,261,080	$ 6,489,472
28		$ 1,160,872	$ 25,320	$ 25,320	$ 5,261,080	$ 6,472,592
29		$ 1,160,872	$ 16,880	$ 16,880	$ 5,261,080	$ 6,455,712
30		$ 1,160,872	$ 8,440	$ 8,440	$ 5,261,080	$ 6,438,832
	$ (18,333,333)	$ 34,826,160	$ 3,924,600	$ 3,924,600	$ 157,832,400	$ 182,174,427
TOTAL BENEFITS TO STATE						$ 182,174,427

V. DESCRIPTION OF THE PROJECT AREA

The Port of Lake Providence is located along Louisiana's eastern Mississippi River border in the northeastern corner of the state along U. S. Hwy. 65 in East Carroll Parish. Along the Mississippi River, the port harbor entrance is at AHP 483. The port has been expanding its land area, more than quadrupling its size since 1980. Today, the port covers approximately one hundred acres with all expansion since the 1980s as flood-free land.

VI. Impacts of Implementing the Proposed Project

Economic and related benefits are presented in Section IV as summarized in the

benefits table, Exhibit 12.

VII. Master Plan for the Port

The port master plan was prepared in 1984 and remains viable. Issues focused on port expansion and harbor maintenance (primarily focusing on beneficial use of dredge material to create flood free land), additional infrastructure, and rail access to the port and through the hinterland. Track extensions in the port proper have occurred. Nothing contradictory to the proposed rail and harbor improvements is included in the port master plan.

VIII. OTHER INFORMATION

VIII. A. Funding Sources

If approved, the funding sources for the project will be the Louisiana Port Construction and Development Priority Program for 90% of the construction costs and the Lake Providence Port Commission, regional railroads, and local stakeholders for the remaining 10% of construction costs plus engineering and related services as presented in Exhibit 2 Project Costs and Funds Requested.

VIII. B. Local Share

The port commission will be responsible for providing funds for the non-state portion of the project cost. A certified copy of the resolution authorized by the Port District is included as Attachment A.

VIII. C. Multi-Year Projects

Because of the collaborative nature and construction methods required of this project, i.e., for rail segments and multiple participants collaborating and sharing funds, it is likely the project will take multiple years to complete.

VIII. D. Permits

Local, DOTD, and rail industry permits may be required prior to construction. These requirements will be addressed in the design phase of the project.

G. FINANCIAL STATEMENTS

G. Financial Statements: Provide financial statements for the last five years. The financial statements shall show assets, liabilities, profit and loss and include the accountant's letter transmitting the statement to the port authority and notes of explanation.

BASIC FINANCIAL STATEMENTS FROM 2018 THRU 2022 ALONG WITH THE ACCOUNTANT'S RESPECTIVE LETTERS ARE ATTACHED. ADDITIONAL FINANCIAL INFORMATION ARE TO BE PROVIDED UNDER SEPARATE COVER FROM PORT DIRECTOR.)

ATTACHMENTS

A. RESOLUTION

RESOLUTION

A Resolution authorizing the Lake Providence Port Commission to prepare and submit an application to the Louisiana Port Construction and Development Priority Program for assistance in the implementation of a port improvement project; providing for the necessary documentation of the need for the port improvement; and providing for other matters in connection therewith.

WHEREAS, the Lake Providence Port Commission has a need for port improvements; and

WHEREAS, the Lake Providence Port Commission desires to apply for State matching funds pursuant to Chapter 47 of Title 34 of the Louisiana Revised Statutes of 1950, as amended, to implement a project to improve its port operation and the Lake Providence Port Commission is fully aware of its obligations under said Statute; and

WHEREAS, the Lake Providence Port Commission is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED by the Lake Providence Port Commission as follows:

Section 1. That the Lake Providence Port Commission acknowledges that a formal application will be prepared and submitted to the Louisiana Port Construction and Development Priority Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project the Lake Providence Port Commission agrees to execute a Project Agreement and a Statement of Sponsorship pursuant to the Statute.

Section 3. That William W. Gilfoil, Port Director is hereby designated Authorized Representative for the Lake Providence Port Commission to effect the preparation of an application to the Louisiana Port Construction and Development Priority Program for funding assistance of a port improvement project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the Lake Providence Port Commission.

This 22nd day of February, 2024.

Secretary
Lake Providence Port Commission

Presiding Officer
Lake Providence Port Commission

B. DESIGN CRITERIA

(See Section III.A)

To be submitted by project engineers as projects is processed through application review and funding procedures.

C. DESIGN CALCULATIONS

(See Section III. B)
(To be prepared and submitted in its entirety upon notice of grant approval and funding appropriation.)

D. ENGINEERING REPORT

(To be prepared and submitted in its entirety upon notice of grant approval and funding appropriation.)

E. LAYOUT OF EXISTING AND PROPOSED FACILITIES

PROPOSED RAILROAD
RECONSTRUCTION
Existing Rail Service
Proposed Rail Construction

F. PRELIMINARY CONSTRUCTION PLANS

(Presented as Conceptual Diagrams)

LPPC_001027

G. FINANCIAL STATEMENTS

G. Financial Statements: Provide financial statements for the last five years. The financial statements shall show assets, liabilities, profit and loss and include the accountant's letter transmitting the statement to the port authority and notes of explanation.

BASIC FINANCIAL STATEMENTS FROM 2018 THRU 2022 ALONG WITH THE ACCOUNTANT'S RESPECTIVE LETTERS ARE ATTACHED. ADDITIONAL FINANCIAL INFORMATION ARE TO BE PROVIDED UNDER SEPARATE COVER FROM PORT DIRECTOR.)

H. CARGO TONNAGE HISTORY

CARGO HISTORY 1990 - 2015 (in tons)
Port of Lake Providence, Louisiana

(NOTE: Port of Lake Providence Cargo History from 2016 through 2019 is shown in Exhibit 3 on page 5.)

	GRAIN SHIPMENTS	DOCK SHIP/REC.	LIQ. FERT SHIPPED	DRY FERT & AGGREGATE SHIPMENTS	COTTON SEED UNLOADS	TOTAL	USACE TONNAGE
YEAR							
1990	54,000	111,000		74,000	24,000	263,000	
1991	93,000	118,000		147,000	32,000	390,000	
1992	111,000	102,000		118,000	111,000	442,000	
1993	71,000	89,000		106,000	73,000	339,000	
1994	100,000	98,000		114,000	62,000	374,000	
1995	66,000	82,000		147,000	117,000	412,000	
1996	157,000	124,000	11,000	157,000	106,000	555,000	
1997	140,000	76,000	9,000	156,000	94,000	475,000	
1998	114,000	85,000	20,000	132,000	86,000	437,000	
1999	135,000	88,000	22,000	82,000	58,000	385,000	
2000	130,000	107,000	23,000	113,000	107,000	480,000	524,000
2001	176,000	121,000	28,000	77,000	84,000	486,000	490,000
2002	317,000	90,000	27,000	75,000	119,000	628,000	489,000
2003	338,000	168,000	51,000	132,000	88,000	777,000	804,000
2004	291,000	160,000	33,000	134,000	44,000	662,000	621,000
2005	213,000	139,000	29,000	138,000	46,000	565,000	521,000
2006	212,000	161,000	59,000	205,000	20,000	657,000	908,000
2007	405,000	203,000	50,000	160,000	21,000	839,000	1,009,000
2008	377,000	238,000	44,000	126,000	-	785,000	856,000
2009	294,000	116,000	19,000	147,000	-	576,000	635,000
2010	426,000	155,000	42,000	185,000	-	808,000	1,349,000
2011	395,000	215,000	46,000	178,000	-	834,000	896,000
2012	354,000	116,000	17,812	173,000		660,812	733,000
2013	678,000	252,000	21,014	203,000		1,154,014	1,595,000
2014	707,000	231,000	28,000	88,000		1,054,000	
2015	704,000	206,000	2,000	13,000		925,000	

Notes:

1. Grain shipments are reported as the amount shipped for the year by water.
2. Dock shipments indicate the amount of goods received or shipped by water.
3. Liquid fertilizer indicates the product shipped (by truck) and does not show the amount received (by water).
4. Dry fertilizer and aggregate indicated the amount shipped (by truck) whereas the inbound is from water.
5. Cottonseed shipments indicate the amount of unloads received by truck (outbound goes by rail mostly).
6. In all cases only one transaction is counted either shipment or receipt.
7. All figures are rounded to the nearest 000 ton.

I. PORT'S MASTER PLAN

Available upon request.

J. COMMENTING AGENCIES

(None at this time.)

K. OTHER

LETTERS OF SUPPORT from Senator Katrina Jackson (34) and Representatives Francis Thompson (19), Neil Riser (20), and C. Travis Thompson (21) are attached.

SENATE
STATE OF LOUISIANA

4106 DeSiard Street
Monroe, LA 71203
Email: jacksonk@legis.la.gov
Phone: (318) 343-2877
Fax: (318) 343-2879
Toll Free: (855) 872-5197

116 Sparrow Street
Lake Providence, LA 71254



KATRINA R. JACKSON
STATE SENATOR ~ DISTRICT 34

COMMITTEES
Education, Vice Chairwoman
Agriculture, Forestry, Aquaculture and Rural Development
Insurance
Finance, Interim Member
Joint Budget, Interim Member

February 22, 2024

Randall D. Withers
Louisiana Department of Transportation & Development
LA Port Construction & Development Priority Program
1201 Capi9tol Access Road
Baton Rouge. LA 70802

RE: Letter of Support for Lake Providence Port Commission's Port Priority Application

Dear Mr. Withers.

I am writing this letter to express my strong support for the Lake Providence Port Commission's Port Priority Application to the Louisiana Department of Transportation and Development. I believe that this application. seeking $15.000.000.00 in funding for the acquisition and rehabilitation of the railroad from Lake Providence to Tallulah. is a vital step in enhancing our region's transportation infrastructure and fostering economic growth.

Lake Providence holds tremendous potential as a key hub for trade and commerce. thanks to its strategic location and abundant natural resources. However. the current state of the railroad connecting the port to Tallulah is in urgent need of investment and repair. The proposed acquisition and rehabilitation project will significantly improve the efficiency. safety. and capacity of freight movement in the area. thereby unlocking numerous economic opportunities and attracting new businesses to our community.

By investing in the acquisition and rehabilitation of the railroad. we can create a more robust and reliable transportation network that will benefit not only Lake Providence but also the entire region. This project will not only stimulate economic growth and create job opportunities but also enhance connectivity and facilitate the movement of goods and services through our port.

I firmly believe that supporting the Lake Providence Port Commission's Port Priority Application is a crucial investment in our community's future. The requested funding will enable us to revitalize our transportation infrastructure, foster economic development, and improve the overall quality of life for our residents. By providing this financial support, the Louisiana Department of Transportation and Development will contribute to the long-term prosperity and success of our region.

I kindly request your favorable consideration of the Lake Providence Port Commission's application for funding. Your support will demonstrate the commitment to fostering economic growth, job creation, and improved connectivity in our community. I am confident that, with your endorsement, we can secure the necessary resources to complete this transformative project.

Thank you for your attention to this matter. Should you require any additional information or have any questions, please do not hesitate to contact me. I sincerely appreciate your consideration and support for the Lake Providence Port Commission's Port Priority Application.

Yours sincerely,

Senator Katrina R. Jackson
District 34

LOUISIANA HOUSE OF REPRESENTATIVES

P.O. Box 68
Delhi, LA 71232
Email: thompsonf@legis.la.gov
Office: 318.878.9408
Fax: 318.878.5650

COMMITTEES:
Agriculture, Forestry, Aquaculture and Rural Development - Vice Chairman
Appropriations
Joint Legislative Committee on the Budget

FRANCIS C. THOMPSON
State Representative ~ District 19

February 7, 2024

Randall D. Withers
Louisiana Department of Transportation & Development
LA Port Construction & Development Priority Program
1201 Capi9tol Access Road
Baton Rouge, LA 70802

RE: Letter of Support for Lake Providence Port Commission's Port Priority Application

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Thank you for your attention to this matter. Should you require any additional information or have any questions, please do not hesitate to contact me at 318-878-9408 or thompsof@legis.la.gov. I sincerely appreciate your consideration and support for the Lake Providence Port Commission's Port Priority Application.

Sincerely,

Francis C. Thompson
State Representative
District 19

LOUISIANA HOUSE OF REPRESENTATIVES

P.O. Box 117
Columbia, LA 71418
Email: risern@legis.la.gov
Office: 318.649.0977
Fax: 318.649.0979

COMMITTEES:
Labor and Industrial Relations, Vice-Chairman
Ways and Means
Natural Resources and Environment

NEIL RISER
State Representative ~ District 20

February 7, 2024

Randall D. Withers
Louisiana Department of Transportation & Development
LA Port Construction & Development Priority Program
1201 Capi9tol Access Road
Baton Rouge, LA 70802

RE: Letter of Support for Lake Providence Port Commission's Port Priority Application

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Thank you for your attention to this matter. Should you require any additional information or have any questions, please do not hesitate to contact me. I sincerely appreciate your consideration and support for the Lake Providence Port Commission's Port Priority Application.

Sincerely,

Neil Riser
State Representative
District 20

nr:acm
cc: Lake Providence Port Commission

LOUISIANA HOUSE OF REPRESENTATIVES

200 Advocate Row, Suite D
Vidalia, LA 71373
Email: hse021@legis.la.gov
Phone: 225.308.4269
Fax: 225.380.0983

Agriculture, Forestry, Aquaculture, and Rural Development, Health and Welfare, Transportation, Highways, and Public Works, House Select Committee on Homeland Security

C. Travis Johnson
State Representative ~ District 21

February 20, 2024

Randall D. Withers
Louisiana Department of Transportation & Development
LA Port Construction & Development Priority Program
1201 Capi9tol Access Road
Baton Rouge, LA 70802

RE: Letter of Support for Lake Providence Port Commission's Port Priority Application

Dear Mr. Withers:

I am writing to express my strong support for the Lake Providence Port Commission's Port Priority Application to the Louisiana Department of Transportation and Development. I believe that this application, seeking $15,000,000 in funding for the acquisition and rehabilitation of the railroad from Lake Providence to Tallulah, is a vital step in enhancing our region's transportation infrastructure and fostering economic growth.

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I kindly request your favorable consideration of the Lake Providence Port Commission's application for funding. Your support will demonstrate the commitment to fostering economic growth, job creation, and improved connectivity wihin our community. I am confident that, with your endorsement, we can secure the necessary resources to complete this transformative project.

Thank you for your attention to this matter. Should you require any additional information or have any questions, please do not hesitate to contact me at hse021@legis.la.gov. I sincerely appreciate your support and favorable consideration of the Lake Providence Port Commission's Port Priority's request for funding.

Warm regards,

C. Travis Johnson, State Representatives/District 21

Lake Providence Port Commission
Statements of Revenue and Expense
For the One Month and Twelve Months Ending December 31, 2023

	Current Month	Year to Date
Revenues		
Lease Revenue-NLA	$ 0.00	$ 7,828.60
Farm Lease	0.00	7,300.00
Lease Revenue - CPS	0.00	48,000.00
Lease Revenue-City of Vidalia	5,000.00	55,000.00
Lease-Conexon, LLC	2,000.00	10,000.01
Lease-Stepan Company	0.00	508,050.00
Lease Revenue-Superior Uniform	32,250.00	59,125.00
Lease Revenue-Viserion Grain	0.00	22,374.81
Lease Income - Greenfield	1,500.00	96,817.61
Lease Income-APEX	0.00	30,000.00
Lease Income - Gavilon	0.00	7,373.62
Lease Income-MarcoSource	0.00	19,000.00
Earned Interest - Hibernia	962.10	11,078.56
Earned Interest - Delta Bank	4,557.68	62,885.70
Ad Valorem Tax Revenue	28,046.12	43,762.03
State Revenue Sharing Revenue	0.00	2.00
Other Income	0.00	831.44
Total Revenues	74,315.90	989,429.38
Expenses		
Accounting Fees	2,565.76	26,855.35
Advertising	0.00	1,162.00
Dues & Subscriptions	(250.00)	6,517.00
Bank Fee	0.00	505.00
Group Insurance	2,513.24	29,658.88
Retirement Expense	8,356.76	99,094.82
HSA Expense	0.00	775.00
Other Insurance	0.00	4,407.28
Legal Fees	805.50	111,495.50
Postage	0.00	153.90
Professional Fee - Consulting	24,828.75	121,596.24
Professional Fee	320.00	31,912.00
Office Supplies	0.00	4,177.72
Professional Fees - Audit	0.00	25,000.00
Professional Fees - Appraisal	0.00	30,374.45
Professional Fees: Eng	0.00	24,877.25
Professional Fee - Survey	0.00	10,413.50
Conference Held Meeting	0.00	400.00
License and Permit Expense	2,082.00	2,082.00
Repairs & Maintenance	16,774.00	305,803.12
Salaries	20,234.25	223,245.98
Property tax	0.00	(811.04)
Travel	1,015.72	20,828.54
Taxes - Payroll	293.34	3,517.67
Telephone	168.68	1,856.93
Utilities	2,892.29	15,630.81
Interest	0.00	154,931.25
Total Expenses	82,600.29	1,256,461.15
Net Income	$ (8,284.39)	$ (267,031.77)

EXHIBIT#
Gilfoil 18
9/29/2026 - PB
exhibitsticker.com

Lake Providence Port Commission Response to Third Set of Discovery Requests Propounded by Delta Southern Railroad

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") Third Set of Interrogatories and Requests for Production of Documents propounded on January 3, 2024.

GENERAL OBJECTIONS

LPPC's General Objections, set forth herein, apply to each and every one of the specific Interrogatories and Discovery requests that follow. These general objections are not exhaustive and, where appropriate, LPPC will also state specific objections. LPPC's objections shall not waive, limit, or prejudice any objections it may later assert.

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 instructions to the extent they either expand upon or conflict with 49 CFR Part 1114 Subpart B.

2. LPPC objects to each and every Interrogatory and RFP to the extent it seeks materials protected by the attorney-client privilege, the attorney work-product doctrine, the First Amendment privilege to petition the government for redress of grievances, or any other applicable privilege, protection or exception from discovery or disclosure. In the event that any such privileged, protected,

EXHIBIT#
Gilfoil 19
9/29/2026 - PB
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or exempt information is inadvertently produced or provided, such disclosure or production is not intended as, and should not be construed as, a waiver of any applicable privilege, protection or exemption.

3. LPPC objects to each and every interrogatory and RFP to the extent they seek information or data that is not relevant to the subject matter of this proceeding and is not likely to lead to the discovery of admissible evidence.

4. LPPC objects to each and every Interrogatory to the extent they ask for inappropriate legal conclusions, including conclusions as to the legal significant of underlying facts.

5. LPPC objects to each and every Interrogatory and RFP to the extent that they are: (a) overly broad; (b) vague or ambiguous; (c) fails to describe with reasonable particularity the information sought; (d) seeks information that is not within the possession, custody, or control of LPPC; or (e) would impose an undue burden that outweighs any relevance or probative value the information sought may have in this proceeding.

6. LPPC objects to each and every Interrogatory and RFP to the extent they are duplicative.

7. LPPC objects to each and every Interrogatory and RFP to the extent they request information or material that is: (a) already in the possession of DSRR; (b) publicly available or otherwise readily available or accessible to DSRR from other sources; or (c) 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.

8. LPPC objects to each and every Interrogatory and RFP to the extent that they request information or material that relates to: (a) the use of funds from any government grant that has recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure; or (b) the use of such funds to fulfill the objectives of the grant.

9. LPPC objects to each and every Interrogatory and RFP to the extent that they are not relevant to the issue of valuation, which is the only subject as to which the Surface Transportation Board ("STB") ordered further discovery in its Decision served herein on November 20, 2023, slip op. at 16; see also, Decision served herein on December 11, 2023, at 1, citing Decision served herein on November 20, 2023, Decision at 16.

10. These general objections are incorporated by reference into the following responses.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 53

Please Identify each commissioner or employee of LPPC whose Documents have been searched to respond to the first, second, or third set of interrogatories and RFPs ("discovery requests") served on LPPC by DSRR in Surface Transportation Board FD No. 36447.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, LPPC responds that Wyly Gilfoil, Port Director, Lake

Providence Port; Bryant Killen, Deputy Director, and Commissioners Jerry King, Roger Clement, James Thron, IV, Mark Buntyn, Francis Lensing and Karvan Powell have searched their records.

INTERROGATORY NO. 54

For each commissioner or employee listed in response to Interrogatory No. 53, provide the dates on which that person's personal email was searched for documents responsive to DSRR's discovery requests and the name of the person who conducted the search.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, LPPC responds that the searches for documents responsive to DSRR's discovery requests were conducted immediately following the receipt of the DSRR's discovery requests.

INTERROGATORY NO. 55

For each commissioner or employee of LPPC listed in response to Interrogatory No. 53, provide the dates on which that person's work email, work hard drive, work corporate drive, or work cloud drive was searched for documents responsive to DSRR's discovery requests and the name of the person who conducted the search.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing

stated objection, LPPC responds that the searches for documents responsive to DSRR's discovery requests were conducted promptly following the receipt of the DSRR's discovery requests.

INTERROGATORY NO. 56

For each commissioner or employee of LPPC listed in response to Interrogatory No. 53, please provide the dates on which that person's hardcopy documents were searched for responsive documents to DSRR's discovery requests and the name of the person who conducted the search.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, LPPC responds that searches were conducted promptly albeit intermittently during normal working hours.

INTERROGATORY NO. 57

For each commissioner or employee listed in response to Interrogatory No. 53, please provide the date on which that person's email was last purged or deleted.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, LPPC responds that this Interrogatory is irrelevant and will not lead to admissible evidence. Moreover, it is overly broad in scope and does not relate to matters involved in this proceeding.

INTERROGATORY NO. 58

Please describe where, how often, and the software used by LPPC to backup and retain work emails and other electronic documents.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. LPPC further objects on the grounds that the information sought is irrelevant and will not lead to evidence that is admissible.

INTERROGATORY NO. 59

Please describe the status of all work performed pursuant to the INFRA grant, which was attached as Exhibit A to LPPC's filing of January 4, 2023, in STB Finance Docket No. 36447.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it requests information or material that relates to (a) the use of funds from any government grant that has recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure; and (b) the use of such funds to fulfill the objectives of the grant. LPPC further objects to the Interrogatory because it seeks irrelevant information. Because

work performed on track between MP 408.9 to 471.0 pursuant to the 2019 INFRA Grant is not relevant to DSRR's failure within a reasonable time to make the necessary efforts to provide service after January 1, 2017, such information would not affect the outcome of this proceeding. Notwithstanding the foregoing stated objections, LPPC has no information that would permit it to provide information of the status of all work that has been performed pursuant to the INFRA Grant on the segments of the Line that are located in Arkansas. Pursuant to the terms of the Agreement between the Southeast Arkansas Economic Development District ("SEAEDD") and the Federal Railroad Administration ("FRA"), all funds are received by the Grantee, namely SEAEDD. To date, no Grant funds have been spent on the 16.2 miles of the Line that are located in the State of Louisiana that are owned by LPPC. In addition, no funds have been spent on tracks that are located within the Lake Providence Port.

INTERROGATORY NO. 60

Please list the amount of INFRA grant funds received from the federal government to date and the date(s) on which the funds were received.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it is not relevant to DSRR's failure within a reasonable

time to make the necessary efforts to provide adequate service to shippers that were unable to transport traffic in interchange operations with North Louisiana & Arkansas Railroad ("NLA") after January 1, 2017. The expenditure of INFRA Grant funds would not lead to the production of admissible evidence that would affect the outcome of this proceeding. Notwithstanding the foregoing stated objections, LPPC has no information that would permit it to provide information regarding the amount of INFRA grant funds received from the federal government to date and the date(s) on which the funds were received.

INTERROGATORY NO. 61

Please list the amounts of the INFRA grant money received that have been expended to date and on what activity each amount was expended.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it seeks information that is not relevant to this proceeding or to DSRR's failure within a reasonable time to make the necessary efforts to provide adequate service to shippers that were unable to transport traffic in interchange operations with NLA after January 1, 2017. The expenditure of INFRA Grant funds would not lead to the production of admissible evidence that would affect the outcome of this proceeding.

Notwithstanding the foregoing stated objections, LPPC has no information that would permit it to provide information regarding the amount of INFRA grant money received or the activity for which each amount was expended.

INTERROGATORY NO. 62

Please list the names and amounts of any other governmental grants received for rail infrastructure or rail service by LPPC, whether for the Line or lines owned by LPPC and operated by NLA.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because the use of governmental grants that have recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure have no relevance to this proceeding or to DSRR's failure within a reasonable time to make the necessary efforts to provide adequate service to shippers that were unable to transport traffic in interchange operations with NLA after January 1, 2017. Hence, the expenditure of any other governmental grants would not lead to the production of admissible evidence that would affect the outcome of this proceeding. Notwithstanding the foregoing, no other grants have been received by LPPC for rail infrastructure or rail service since January 1, 2017.

INTERROGATORY NO. 63

For each grant identified in response to Interrogatory No. 62, please list the amount of grant funds received, the governmental entity awarding the funds, and the date(s) on which the funds were received.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it requests information or material that relates to governmental grants that have recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure that have no relevance to this proceeding or to DSRR's failure within a reasonable time to make the necessary efforts to provide adequate service to shippers that were unable to transport traffic in interchange operations with NLA after January 1, 2017. The expenditure of such governmental grant funds would not lead to the production of admissible evidence that would affect the outcome of this proceeding. Notwithstanding the foregoing, no grant funds have been received by LPPC from any governmental entity since January 1, 2017.

INTERROGATORY NO. 64

For each grant identified in response to Interrogatory No. 62, please list the amounts of the grant money received that have been expended to date and on what activity each amount was expended.

Response: LPPC objects to this Interrogatory on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it requests information or material that relates to any government grant that has recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure because such government grants have no relevance to this proceeding or to DSRR's failure within a reasonable time to make the necessary efforts to provide adequate service to shippers that were unable to transport traffic in interchange operations with NLA after January 1, 2017. The expenditure of such funds would not lead to the production of admissible evidence and would not affect the outcome of this proceeding. Notwithstanding the foregoing, no amount of grant money has been received by LPPC since January 1, 2017.

INTERROGATORY NO. 65

Please describe in detail the legal basis for LPPC's authority to acquire and/or operate the Line, including the portion outside of East Carroll Parish,

Louisiana. Include in your response specific citation to Louisiana statutory or constitutional provisions that provide such claimed authority.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, Louisiana Revised Statutes 34:1503 authorizes LPPC to "construct, own, operate and maintain terminal rail facilities and other common carrier rail facilities for the purpose of rendering rail transportation to and from the facilities to be erected, owned and operated by the commission in both intrastate and interstate commerce."

INTERROGATORY NO. 66

Please describe in detail the legal basis for LPPC's authority to file and pursue a feeder line application before the Surface Transportation Board. Include in your response specific citation to Louisiana statutory or constitutional provisions that provide such claimed authority.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, LPPC states that the legal authority for LPPC's filing of a feeder line application before the STB is recognized by 49 U.S.C. § 10907(a). Furthermore, the Board has recognized LPPC's authority to acquire segments of the Lake Providence Branch from DSRR on multiple occasions. Such proceedings are set forth in the expanded Feeder Line Application that was filed on January 4, 2023. *Also*

see Response to Interrogatory No. 65, which is incorporated herein by reference.

INTERROGATORY NO. 67

Please state what You estimate the costs of operating the Line will be on an annual basis.

Response: LPPC objects to this Interrogatory on the grounds that because it is not a rail carrier, it has no ability to estimate the future costs of operating the Line on any annual basis.

INTERROGATORY NO. 68

Please state whether Your operating lease with NLA is exclusive.

Response: LPPC states that the operating lease with NLA is exclusive.

REQUESTS FOR PRODUCTION OF DOCUMENTS ("RFPs")

RFP NO. 27

Please produce all Documents and communications related to any and all INFRA grants (including but not limited to Exhibit A submitted by LPPC on January 4, 2023, in STB Finance Docket No. 36447, including Documents regarding grant or denial of the grant, receipt of funds, projected or actual expenditure of funds, or work schedules.

Response: LPPC objects to RFP No. 27 on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation of the segment of the Lake Providence Branch Line between MP 471.0 and MP

498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to this Interrogatory because it requests information or material that relates to the use of INFRA Grant funds to construct or rehabilitate rail infrastructure, because the INFRA Grant, which was approved in 2019, is not the subject of review by the STB and that information, including communications and documents related to the INFRA Grants which were submitted by SEAEDD on behalf of NLA, LPPC, Madison Parish Port Commission ("MPPC"), SEAEDD, and DSRR to the United States Department of Transportation ("US DOT"), is not relevant to this proceeding and would not likely lead to admissible evidence that would affect the outcome of this proceeding. LPPC further objects to this RFP on the grounds that it would be unduly burdensome in relation to the likely value of the information sought and because DSRR was an active participant in the INFRA Grant process the requested information is already available to DSRR.

RFP NO. 28

Please produce all Documents and communications related to any governmental grants applied for (whether granted or denied) involving the LPPC lines currently operated by NLA or the Line, including for each document regarding the award or denial of the grant, receipt of funds, projected or actual expenditure of funds, or work schedules.

Response: LPPC objects to RFP No. 28 on the grounds that the receipt and use of grant funds to rehabilitate segments of the Lake Providence Branch Line between MP 408.9 and MP 471.0 are not relevant to the issue of valuation

of the segment of the Lake Providence Branch Line between MP 471.0 and MP 498.44, which is the only subject as to which the STB ordered further discovery at this time. LPPC further responds that it objects to RFP No. 28 because the production of all Documents and communications would not likely to lead to admissible evidence that would affect the outcome of this proceeding. LPPC further objects on the grounds that it would be unduly burdensome in relation to the likely value of the information sought. Notwithstanding the foregoing, LPPC further states that it is not aware of any government grants that have been applied for that involve the LPPC Lines currently operated by NLA or the Line.

RFP NO. 29

Produce all Documents and communications between LPPC and each of the following rail customers or potential rail customers that discuss or relate to rail service provided by either DSRR or NLA from 2017 to present:

a. Complex Chemical Co.
b. Terral River Services
c. Helena/South Delta Fertilizer
d. Railcar Co.
e. Stepan Company
f. Clearwater Paper Corp.
g. Livingston Pecan and Metal
h. Epstein Gin & Transloading Co.
i. Hollybrook Gin & Warehouse
j. Riceland Foods
k. Sullivan Log Yard
l. Anderson Trade Group
m. Hensley Farms (f/ka/ Big River Grain)
n. Rail Vehicle Services
o. Helena Chemical
p. Nutrien (f/k/a CPS)
q. MD Power

r. Slipknot (f/k/a Lake Village Seed)
s. Gavilon (f/k/a CHS)
t. APEX
u. Scott Petroleum
v. Bayou Energy, LLC
w. John Deere

Response: LPPC objects to RFP No. 11 on the grounds that LPPC, with the exception of APEX, has had no communications with any of the foregoing entities that relate to rail service provided by either DSRR or NLA from 2017 to the present date. Because DSSR was involved in the incidents that led to the Zoom meeting with APEX officials regarding rail service provided by both NLA and DSRR, DSRR is in possession of the information it seeks. In addition, LPPC does not have any documents from any of the other foregoing entities that relate to rail service provided by either DSRR or NLA from 2017 to the present date.

RFP NO. 30

Please produce all Documents related to and communications with Northeast Louisiana Railroad Development District regarding any rail property owned by DSRR, including the Line.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Because the Northeast Louisiana Railroad Development District ("NLRDD") is not a party to this proceeding and because it is not involved with the Line, which is the only rail property involved in this proceeding, information regarding NLRDD is outside the scope of the

issues presented, and is neither relevant nor likely to lead to discovery of admissible evidence.

RFP NO. 31

Please produce all public notices of LPPC meetings.

Response: LPPC objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, all public notices of LPPC meetings that have not already been provided to DSRR, can be found at the Louisiana Division of Administration.

RFP NO. 32

Please produce all agreements entered into between LPPC and any rail carrier, including NLA.

Response: A copy of the Second Amended Railway Lease Agreement By and Between LPPC and NLA was filed herein with the Board on November 30, 2023.

RFP NO. 33

Please produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or the Governor of Louisiana concerning LPPC's feeder line application.

Response: LPPC objects to RFP No. 33 on the grounds that the request for such communications and Documents is not relevant to the issue of

valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, LPPC further states that its communications with any of the listed governmental entities, if any, are of no substantive relevance to the issues in this case and are subject to its General Objection No. 2. Furthermore, this request is unduly burdensome because all relevant governmental elected officials in both Louisiana and Arkansas have supported the rehabilitation of the entire Lake Providence Branch Line for many years that predate the filing of LPPC's initial Feeder Line Application on November 12, 2020. Furthermore, the STB's website does not reflect any attempt by any of the elected officials to pressure the STB to take any result on the merits. Instead, Congressional communications have been limited to repeated requests that the STB establish a new procedural schedule consistent with the requirement that the sufficiency of Feeder Line Applications be decided within 30 days of filing and with the National Rail Transportation Policy that requires the STB "to provide for the expeditious handling and resolution of all proceedings required or permitted to be brought under this part." 49 U.S.C. § 10101(15).

RFP NO. 34

Produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning DSRR's service over the Line.

Response: LPPC objects to RFP No. 34 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, LPPC further states that it has had no communications with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning DSRR's service over the Line.

RFP NO. 35

Produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning LPPC's ability to purchase the Line.

Response: LPPC objects to RFP No. 35 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, LPPC further states that it has had no communications with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning LPPC's ability to purchase the Line.

AFFIDAVIT

STATE OF LOUISIANA)
) ss:
PARISH OF EAST CARROLL)

Wyly Gilfoil, being duly sworn, states that he is the Executive Director of the Lake Providence Port Commission, and that the facts asserted in LPPC's Responses and Objections to Delta Southern Railroad's Third Set of Interrogatories and Second Set of Requests for Production are known to him to be true and that the same are true as stated.

FURTHER SAYETH THE AFFIANT NOT.

Wyly Gilfoil

Subscribed and sworn to before me this 5th day of February, 2024.
Notary Public of
My Commission expires death

KENNETH ANDERSON BRISTER
NOTARY PUBLIC
Parish of East Carroll, State of Louisiana
My Commission is issued for Life.
Bar Roll No. 19497
Notary No. 10768

EXHIBIT#
Gilfoil 20
9/29/2026 - PB

REGULAR MEETING OF THE LAKE PROVIDENCE PORT COMMISSION
HELD ON NOVEMBER 15, 2023

The Lake Providence Port Commission met in regular session on Wednesday, 15 November 2023 at 8:00 a.m. in the Port Commission office at the Lake Providence Port.

Officers Jim Thom, President, Jerry King, Vice President and Francis Lensing, Secretary-Treasurer were present. Commissioners Mark Buntyn and Roger Clement were present. Commissioner Karvan Powell was absent. Wyly Gilfoil, executive director, and Bryant Killen, deputy director, were also present.

The minutes from the meeting held 18 October 2023, were accepted on a motion by Mr. Buntyn and second by Mr. King.

The financial reports for the period ending October 2023 were approved on a motion by Mr. King and seconded by Mr. Buntyn.

The bills for November 2023 were approved as presented on a motion by Mr. Lensing and seconded by Mr. Clement.

Mr. Gilfoil presented project reports on construction in progress and in design. HDR and Buchart Horn submitted an INFRA application for Railroad Rehabilitation on 1 Mar 2019. US DOT awarded 10.5 million in Federal appropriations 20 July 2019. HDR was selected as the engineering firm for the INFRA project. The Arkansas portion of the Rail, segments A & B, are complete. Categorical Exclusion for the Louisiana sections has been completed. We have submitted Final Design to FRA and LA DOTD for their approval. A Feeder Line Application was filed with the Surface Transportation Board on 10 Nov 2020 to acquire the 20 miles of track from MP 471 to MP 491. STB directed the parties to mediation which was unsuccessful. A second feeder line application was filed with the STB in January 2023 seeking to acquire the entire line from LPPC down to the KCS in Tallulah. The STB has not set a schedule for hearing the matter. We received an EDA grant of $ 380,688 for construction of a third lane from the office to Stepan. LA DOTD awarded 5 million to the Rail Reconstruction Project Tallulah – Newellton The Commission approved the project report on a motion by Mr. King and seconded by Mr. Lensing.

The Commission adjourned at 9:21 a.m. on a motion by Mr. Lensing and seconded by Mr. Clement.

_____

James A. Thom, IV

President

Attest:

_____

Francis X. Lensing
Secretary

EXHIBIT
Gilfoil 21
09/29/2026
exhibitsticker.com

REGULAR MEETING OF THE LAKE PROVIDENCE PORT COMMISSION
HELD ON DECEMBER 18, 2023

The Lake Providence Port Commission met in regular session on Wednesday, 18 December 2023 at 8:00 a.m. in the Port Commission office at the Lake Providence Port.

Officers Jim Thom, President, Jerry King, Vice President, and Francis Lensing, Secretary-Treasurer were present. Commissioners Mark Buntyn, Roger Clement and Karvan Powell were present. Wyly Gilfoil, executive director, and Bryant Killen, deputy director, and Randy Walters were also present.

The minutes from the meeting held 15 November 2023, were accepted on a motion by Mr. Buntyn and second by Mr. Powell.

The financial reports for the period ending November 2023 were approved on a motion by Mr. King and seconded by Mr. Clement.

The bills for December 2023 were approved as presented on a motion by Mr. Powell and seconded by Mr. Lensing.

Mr. Gilfoil presented project reports on construction in progress and in design. HDR and Buchart Horn submitted an INFRA application for Railroad Rehabilitation on 1 Mar 2019. US DOT awarded 10.5 million in Federal appropriations 20 July 2019. HDR was selected as the engineering firm for the INFRA project. The Arkansas portion of the Rail, segments A & B, are complete. Categorical Exclusion for the Louisiana sections has been completed. We have submitted Final Design to FRA and LA DOTD for their approval. A Feeder Line Application was filed with the Surface Transportation Board on 10 Nov 2020 to acquire the 20 miles of track from MP 471 to MP 491. STB directed the parties to mediation which was unsuccessful. A second feeder line application was filed with the STB in January 2023 seeking to acquire the entire line from LPPC down to the KCS in Tallulah. The STB has directed the parties to file information for the case. We received an EDA grant of $ 380,688 for construction of a third lane from the office to Stepan. LA DOTD awarded 5 million to the Rail Reconstruction Project Tallulah – Newellton. The Commission approved the project report on a motion by Mr. Buntyn and seconded by Mr. Powell.

On a motion by Mr. Lensing and second by Mr. King, Mr. Thom was authorized to execute a lease with NLA for the rail associated with the feeder line application. The Commission authorized Mr. Thom to advertise the Rail Rehab Project on a motion by Mr. Clement and second by Mr. Buntyn. On a motion by Mr. Powell and second by Mr. King the Commission adopted the 2024 General Fund Budget. Mr. Gilfoil updated the Commission on the status of the Electrical Substation. Mr. Walters reported on grant possibilities.

The Commission adjourned at 8:57 a.m. on a motion by Mr. Lensing and seconded by Mr. Powell.

_____

James A. Thom, IV

President

Attest:

_____

Francis X. Lensing
Secretary

EXHIBIT
Gilfoil 22
09/29/2026
exhibitsticker.com

A. RESOLUTION

EXHIBIT#
Gilfoil 23
9/29/2026 - PB
exhibitsticker.com

RESOLUTION AUTHORIZING AN AGREEMENT AND DESIGNATION OF PERSON AUTHORIZED TO SIGN

PARISH OF EAST CARROLL

RESOLUTION

Lake Providence Port Commission

A Resolution authorizing the Lake Providence Port Commission to enter into an agreement with the State of Louisiana, Department of Transportation and Development under the Louisiana Port Construction and Development Priority Program for assistance in the implementation of a port improvement project; providing for the necessary documentation of the need for the flood control improvement; and providing for other matters in connection therewith.

WHEREAS, the Lake Providence Port Commission has a need for port improvements; and

WHEREAS, the Lake Providence Port Commission has reviewed the application for the Multimodal Freight Corridor Improvement Project and agrees with said agreement; and

WHEREAS, the Lake Providence Port Commission has applied for State matching funds pursuant to Chapter 38 of Title 34 of the Louisiana Revised Statues of 1950, as amended, to implement a project to improve its port and Lake Providence Port Commission is fully aware of its obligations under said Statute; and

WHEREAS, the Lake Providence Port Commission is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute; and

WHEREAS, the State has made funds available pursuant to the above Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Lake Providence Port Commission as follows:

Section 1. That Lake Providence Port Commission acknowledges that an application was submitted to the Louisiana Port Construction and Development Priority Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project Lake Providence Port Commission agrees to execute a Project Agreement and a Statement of Sponsorship pursuant to the Statute and hereby authorizes and empowers James A. Thom, IV, President, to enter into and execute said agreement with the Louisiana Department of Transportation and Development.

Section 3. That James A. Thom, IV, President, is hereby Authorized Representative for Lake Providence Port Commission to represent the Lake Providence Port Commission with regards to the receipt of funds from the Louisiana Port Construction and Development Priority Program for a port improvement project.

Section 4. That said Authorized Representative shall have the authority to sign and approve all documents that are necessary under the circumstances to accomplish the above project.

Francis X. Lensing, Secretary

James A. Thom, IV, President

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a Regular Meeting of The Lake Providence Port Commission held on the 15th Day of November, 2017, in which a quorum was present and voting and that the resolution adopted is still in effect and has not been rescinded or revoked.

Signed at Lake Providence On the 15th Day of November, 2017.

Francis X. Lensing, Secretary



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Transcript of Daniel B. Robbins

Date: September 29, 2026
Case: Lake Providence Port Commission - Feeder Line Application, In Re:

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Email: transcripts@planetdepos.com
www.planetdepos.com

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

Deposition of DANIEL B. ROBBINS

Conducted Virtually

Tuesday, September 29, 2026

1:05 p.m.

Job No.: 651473

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Reported by: Helen B. Yarbrough, RPR, CCR

Deposition of DANIEL B. ROBBINS, conducted virtually.

Pursuant to agreement, before Helen B. Yarbrough, RPR, CCR, Notary Public in and for the Commonwealth of Virginia.

A P P E A R A N C E S

ON BEHALF OF NLAR AND THE WITNESS:

RICHARD H. STREETER, ESQUIRE
LAW OFFICES OF RICHARD STREETER
5255 Partridge Lane, NW
Washington, D.C. 20016
202-363-2011
and
MICHAEL F. MCBRIDE, ESQUIRE
VAN NESS FELDMAN
2000 Pennsylvania Avenue
Suite 6000
Washington, D.C. 20006
202-298-1800

A P P E A R A N C E S (Continued)

ON BEHALF OF DELTA SOUTHERN RAILROAD, INC.:

JOHN M. SCHEIB, ESQUIRE
GENTRY LOCKE
101 West Main Street, Suite 705
Norfolk, Virginia 23510
757-840-3600
and
NOAH P. SULLIVAN, ESQUIRE
GENTRY LOCKE
919 East Main Street, Suite 1130
Richmond, Virginia 23219
804-956-2069

ON BEHALF OF THE WITNESS:

JOHN CRIGLER, ESQUIRE
BISHOP PAXTON CRIGLER & MOBERLEY
124 Hancock Street
P.O. Box 97
St. Joseph, Louisiana 71366
318-766-4872

I N D E X

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Exhibit 30 Consolidating Statements of Operations and Retained Earnings, Bates No. NLA_000860 36

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P R O C E E D I N G S

THE COURT REPORTER: Mr. Crigler, will you please identify the witness.

MR. CRIGLER: Mr. Danny Robbins.

Whereupon,

DANIEL B. ROBBINS,

being first duly sworn or affirmed to testify to the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR
THE DELTA SOUTHERN RAILROAD, INC.

BY MR. SCHEIB:

Q Mr. Robbins, nice to see you again. My name's John Scheib. I'm with the law firm of Gentry Locke, and we represent Delta Southern Railroad in the proceeding at the Surface Transportation Board. With me this afternoon is my colleague, Noah Sullivan.

And just so we have it complete on the record, I'll turn it over to Mr. McBride first.

MR. MCBRIDE: Yes. Michael McBride, the law firm of Van Ness Feldman, V-A-N N-E-S-S

F-E-L-D-M-A-N, LLP in Washington, D.C. And I'm accompanied by Richard Streeter of the Law Offices of Richard Streeter in Washington, D.C.

MR. SCHEIB: And in the room with Mr. Robbins, I believe is Mr. Crigler?

MR. CRIGLER: That's correct.

(A discussion was held off the record.)

BY MR. SCHEIB: (Continuing)

Q Just for the record, Mr. Robbins, if you could state your full name.

A Daniel Bryan Robbins.

Q What is your mailing address?

A 16 Piney Point Court in Potsville, Arkansas.

Q I know that you have been deposed before in this proceeding, but let's just take a minute. Your understand that you are now under oath?

A Yes, sir.

Q Is that correct?

A Yes, sir.

Q And you'll remember there are a few

differences between this and a normal conversation. So we'll try not to talk over each other so our court reporter can document our discussion. You understand that?

A I do.

Q And today your answers are under oath, which subjects you to potential penalties for giving willful, false, misleading, or incomplete testimony under oath. Do you understand that?

A I do.

Q If you need clarification to any question, feel free to look to me for clarification but not to anyone else. Do you understand that?

A Yes.

Q If you have partial knowledge as to any question that I ask, please give me as complete an answer as you can. Do you understand that?

A Yes.

Q And you also understand that a complete answer would be if I ask you what you had for breakfast and you had pancakes, orange juice, and

bacon, if you answered only "Pancakes," that would be an incomplete answer. Do you understand that?

A Yes.

Q And that I would be entitled to a complete answer of "Pancakes, orange juice, and breakfast [sic]." Do you understand that?

A Yes.

Q Did you review any documents in preparation for the deposition today?

A I had some that were sent to me by Michael.

Q What documents were sent to you by Mr. McBride?

A I believe it was a port resolution or notice of a port meeting, something like that.

Q Were you sent one document or multiple documents?

A I believe it was two.

Q Excluding your personal lawyer, did you talk to anyone in preparation for this deposition today?

A My personal lawyer: You mean

Mr. Streeter and Mr. McBride?

Q The lawyers who are representing -- yes, other than a lawyer with whom you have attorney-client privilege, did you speak with anyone in advance of your deposition today?

A Just the members -- other family members that I was being deposed today.

Q Did you discuss the substance of the deposition with those family members?

A No, I did not.

Q Is there any reason you cannot -- is there any reason your testimony would be impaired today?

A No, sir.

Q Is there any reason you cannot give complete and truthful testimony today?

A No, sir.

Q When was the last time you spoke to Mr. Wyly Gilfoil?

A I actually met him on the way out when he was here today. He was leaving when I came in.

Q Prior to today, when was the last time

you talked to Mr. Gilfoil?

A Oh, my. I don't know. It's been quite a while.

Q Did you speak with him at all during 2026?

A Not that I recall.

Q When was the last time you spoke with Mr. Bryant Killen?

A This morning.

Q What did you speak with Mr. Killen about this morning?

A Replying to the Federal Railroad Administration on the grant petition.

Q Did you let him know that you were being deposed today?

A He knew I was being deposed today, yes.

Q Did you discuss your deposition with him this morning?

A No, I did not.

Q Prior to today, when was the last time you spoke with Mr. Killen?

A Yesterday.

Q Did you discuss your deposition with Mr. Killen yesterday?

A No. We were on a Teams call with Federal Railroad Administration.

Q Have you discussed your deposition today with Mr. Killen at any time?

A No, I have not.

Q What agreement currently governs the relationship between North Louisiana and Arkansas Railroad and the Lake Providence Port Commission with respect to tracks owned by the Lake Providence Port Commission?

A The lease agreement that we have in place with the LPPC.

Q There have been several. Can you be more specific?

A At this time I'm assuming we are still operating under the first lease agreement, as there was an amended second lease agreement for if they acquired tracks due to the (inaudible) application.

Q What does the agreement that's

currently operative say with respect to the allocation of rail -- of revenues from railcar storage?

A I believe it's 10 percent, but I'm not a hundred percent sure. I'd have to review the document.

Q Who receives 10 percent?

A The LPPC, Lake Providence Port Commission.

Q Did the NLA lose any railcars to storage on the Lake Providence Port Commission properties during 2026?

A Yes, we have.

Q Did NLA collect the revenues for that railcar storage from the customer?

A Yes, we have.

Q Did NLA distribute cash to the Lake Providence Port Commission for its share of revenues from that railcar storage?

A I believe so, but I'd have to check with Penny to make sure.

Q For every dollar collected in 2026 for

railcar storage, how much went to Lake Providence Port Commission?

A At this time, 10 percent.

Q Is NLA the entity that invoices customers for railcar storage on properties owned by Lake Providence port?

A Yes, although we contract that to another company.

Q Just to be clear, does the other company simply execute the billing on your behalf, or are they the party with whom the customer has a contractual relationship?

A They're the party who the customer has the contractual relationship with.

Q Who is that party?

A Top Rail Solutions.

Q What is Top Rail Solutions' relationship to North Louisiana and Arkansas Railroad?

A They are contracted to handle the billing of railcars to Union Pacific and accessorial charges to our customers.

Q Do they have any contracts with customers for storage on Lake Providence port-owned properties?

A Yes.

Q And who collects the revenues for contracts that Top Rail Solutions enters into with customers for storage of railcars on North Louisiana and Arkansas rail property?

A Top Rail Solutions would generate the invoice. The payment would come to NLA.

Q And when payments come to NLA, what does NLA do for the port commission's portion of the revenue?

A Basically, the month after whatever the transaction happens to be, we settle up with them on a 10 percent basis.

Q Does North Louisiana and Arkansas enter into contracts with customers for railcar storage on Lake Providence Port Commission-owned properties?

A They are the one we did have with Top Rail, yes.

Q When did Lake Providence Port Commission and North Louisiana and Arkansas begin discussing possible amendments to the compensation provisions in the amended railway lease agreement?

A I believe I was first asked about changing the compensation in 2023.

Q Do you remember when in 2023?

A I believe it was December.

Q How did that come about?

A Mr. Gilfoil asked if they constructed storage tracks, could they have a hundred percent of the revenue on the tracks if they built, and I said yes.

Q Did you have subsequent discussions with Mr. Gilfoil to work on the details of that arrangement?

A I believe on a Teams call -- and I think that was like December 19th -- he bought -- confirmed with me that, yes, we would do that; but then he never sent anything to me to sign or anything like that.

Q Was anybody else present during the

conversation on the Teams call on December 19th?

A Well, let's see. Bryant Killen was there, and I believe Patrecia was on the call. It was actually part of an INFRA grant call, but it was brought up.

MR. MCBRIDE: Patrecia is with an E, P-A-T-R-E-C-I-A.

Q How did the idea to alter the compensation provision for railcar storage arise during the December 19 Teams call?

A I think Wyly just asked the question about it again; and I confirmed that, yes, we would be willing to do that.

Q Was that Teams call about applying an INFRA grant or executing an already-awarded INFRA grant?

A The purpose of that particular meeting was ongoing project work on an ongoing INFRA grant.

Q What are the exact terms of the alleged oral amendment?

A That tracks constructed by the Lake

Providence Port Commission would be set aside at a hundred percent, for them getting a hundred percent of the storage on tracks that they made or constructed.

Q How was railcar storage on existing sidings to be handled under the alleged oral amendment?

A I would assume it would still be at 10 percent, but that would have to be negotiated as part of the amendment, I'm sure.

Q Have you signed any amendment?

A I signed a second lease agreement amendment, I guess, as part of the feeder line case.

Q Have you signed any amendment that documents the change in the allocation of revenues from railcar storage?

A I have not.

Q Have you seen the Lake Providence Port Commission Board Resolution related to an amendment to the allocation of revenues from railcar storage?

A Have I seen something from the port commission?

Q Yes, sir.

A There was something that Mike had sent me that I had not seen until he had. It was preparatory material for this.

Q Did that reflect your understanding of the alleged oral amendment?

A That they would receive 100 percent of the storage on the storage tracks? I believe so, yes.

Q Does that comport with your understanding that they would receive 10 percent of storage for existing siding?

A I would have had to read it closer than I did, honestly; but that would have been my assumption.

Q If it turned out the terms were different than you understand them, would you agree to that amendment?

A Probably, yes.

Q What did NLA get in exchange for giving

up 90 percent of the car storage revenue?

A Well, actually, I didn't get us anything. If they don't build tracks, then there is no storage revenue.

Q So your understanding is this would apply only to newly built storage tracks?

A Newly built, yes.

Q And by "newly built," we mean after what date?

A I guess from the initial lease agreement, which I'm trying to remember the exact date of that; but it was 2018, 2015.

Q I think you referenced earlier the First Amended Railway Lease Agreement. What document did that amendment amend?

A The first -- the amended lease was part of the application, since they are a non-rail operator, to show they would have a rail operator on the acquisition of the additional track.

Q Do you remember how revenue from railcar storage was allocated under that First Amended Railway Lease Agreement?

A I believe it was the same as the original agreement.
Q What was that?
A 10 percent.
Q Who got 10 percent?
A Lake Providence Port Commission.
Q And that First Amended Railway Lease Agreement was reduced to writing; is that correct?
A Yes. I believe it's actually attached to the application, I think.
Q Did NLA have counsel review or draft that First Amended Railway Lease Agreement?
A Review, yes. Draft, no.
Q Who was NLA's counsel?
A Terry Matthews.
Q Then I think you mentioned the Second Amended Railway Lease Agreement. Do you remember that document?
A Not exactly. I think you and I may be referring to the first and second amendment as the same thing. I'm not sure.
Q Okay. Do you know whether there was a

Second Amended Railway Lease Agreement offhand?

A Not offhand, no.

Q Have you had any conversations with anyone after June 30th, 2026, about the alleged oral amendment, other than counsel?

A After June 30th?

Q Yes, sir.

A Not that I recall, no, other than counsel.

Q Have you filed any verified statement with the Surface Transportation Board about the alleged oral amendment?

A I have not.

Q Are there any other amendments to the second -- strike that.

Are there any other amendments to the Railway Lease Agreement that are unwritten?

A No.

Q Are there any other amendments to the First or Second Amended Railway Lease Agreement that were written?

A Well, obviously the first, original

agreement was amended for the filing of the feeder line application for the additional trackage.

Q Other than what you know was submitted to the Surface Transportation Board, are there any other amendments to those agreements?

A No, sir.

Q Have you been asked by the Lake Providence Port Commission to execute an amendment to reflect a change in the allocation of revenues for railcar storage?

A No, I have not.

Q I just want to confirm. I think I recall this from our last conversation. Is North Louisiana and Arkansas still the only railroad that serves the Lake Providence port?

A The Lake Providence port does serve the North Louisiana and Arkansas Railroad, yes. However, Delta Southern has rights to that port as well.

Q And from the state line to the Lake Providence port over the tracks that Lake Providence port owns, is NLA the sole operator?

A With the exception of the tracks up into the port, yes.

Q Has NLA, in the past, delivered railcars to any location on Lake Providence Port Authority tracks for purposes of railcar storage?

A Yes.

Q Where has NLA placed cars on Lake Providence port-owned tracks for purposes of railcar storage?

A The old Terral Norris Feed Lead, which doesn't exist anymore; H & W Cottonseed warehouse track; and Shelburn siding.

Q The warehouse track: How many cars can that track hold?

A It depends on the length of the cars; but currently there's, I believe, 28 in there.

Q How many --

A Over -- I should point out we have storage down there in --

What is that?

-- 2018 and 2019, and now I've got storage there again in 2026.

Q Did you say that the Terral Norris Feed Lead no longer exists?

A That is correct. It is now part of a track that's for Anderson.

Q And the siding at Shelburn, how many railcars can it hold?

A Twelve, depending upon the length.

Q Are there storage locations today within the Lake Providence port itself?

A Yes, there are.

Q Where would railcars be stored inside the Lake Providence port itself today?

A On the new track that was constructed for that purpose, which would be south of the Viserion facility, and that would be east of General Biologic's facility.

Q Do you know how long that track is?

A Oh, there's actually multiple tracks. There's like four of them. I don't remember the exact length because they were changed up a little bit in the final design.

Q Do you know how many railcars can be

stored on those tracks without blocking rail access to any customer inside the port?

A A little over 100.

Q Is there --

A Again, depending upon the length of the cars.

Q Is there capacity on Lake Providence port-owned rail infrastructure, whether in the port or from state line to the port, to hold 500 railcars every day?

A Currently, no, I do not believe so.

Q Do you remember in the First Amended Railway Lease, the term "leased premises"?

A No. Not really. I'm sorry.

Q That's okay. You don't know what that term means in that agreement off the top of your head?

A Leased premises would be the ground they're leasing, property.

Q When was the last time you were personally at Lake Providence port?

A Actually, I stopped there to use the

restroom on the way this morning.

Q Fair enough. Do you drive the locomotive yourself sometimes for North Louisiana and Arkansas?

A Sometimes, yes.

Q When was the last time you delivered railcars into the Lake Providence port?

A Four weeks ago.

Q So your information on the sidings that are available and the tracks within the port that are available for railcar storage, would you consider that to be current?

A It's current, yes.

Q Do you know how many miles of track would be needed to store 500 railcars?

A Not without getting out a calculator and knowing what type of car you wanted me to store.

Q Do you know the shortest railcar you've stored at Lake Providence port facility?

A 40 feet.

Q What's the biggest?

A I think these cars are about 62, 63 over the draw heads.

Q Are you aware of any car storage agreements that Lake Providence port has with any customers for railcar storage?

A I'm not aware of any.

Q How many agreements does NLA have today with customers for railcar storage?

A One.

Q Who's that customer?

A Top Rail Solutions.

Q Does Top Rail Solutions own railcars?

A No, they do not, to my knowledge.

Q So whose railcars is Top Rail Solutions storing?

A I'm not sure who they actually belong to. I could probably look it up in the registry by their reporting part.

Q Sorry. I may be a little dense on this, so bear with me and help me out. What I'm understanding you to say is that NLA contracts with Top Rail Solutions, and Top Rail Solutions

contracts with other folks for railcar storage. Is that the way the chain works?

A Yes, sir, it is.

Q Got it. In your memory of serving and operating trains on Lake Providence port facility-owned tracks, what's the most railcars that have been stored at one time?

A About 150.

Q For how many days were 150 cars stored?

A I think that's what we have in storage currently or pretty close to that number. So it's a new number.

Q For how long have you had 150 cars in 2026?

A A couple of weeks. We have had cars coming into storage for several months now. But to get to the level that we're at now, that's about what we're at.

Q Do you know how much annual revenue NLA had passed on to Lake Providence Port Commission for railcar commission in 2026?

A I do not on storage alone, no.

Q Do you know how much it was for 2025?
A I don't believe there was any storage in 2025. I don't think there was.
Q How about in 2024?
A There was no storage in 2024 on LPPC-owned tracks.
Q Was there storage in LPPC-owned tracks in 2023?
A I do not believe so.
Q Maybe just to short-circuit this, how much before 2023 would I have to go back to find railcars stored on Lake Providence port-owned rail facilities?
A I believe 2018 or 2019, somewhere in there.
Q Do you remember how many railcars were stored then?
A Oh, not an exact number, no.
Q In 2018, 2019, was the -- was Top Rail Solutions the party that you were working with to store railcars on Lake Providence port-owned facilities?

A They were.

Q All right. Maybe we'll look at a couple documents here. I know it's going to be a little hard on that screen, Mr. Robbins, but we're going to give it a go. Are you able to see that screen?

A If I get close enough, I think I can.

Q Let me see if I can make it bigger for you.

A Oh, thank you.

Q Does that help?

A Yes, sir.

Q Do you recognize that document?

A Looks like a Form 1120.

Q And it's a Form 1120 for what entity?

A Looking at the top, it looks like Arkansas Short Line Railroads, Inc.

Q Perfect. Let's scroll down here. I think we can get to North Louisiana and Arkansas. So, again, if you look at the top -- sorry about that -- I believe if you look at the upper left, "FYE: 12/31/2025," what does that mean?

A Fiscal year -- fiscal year ending December 31st, 2025.

Q Okay. Scrolling back down further for that fiscal year, what was North Louisiana and Arkansas Railroad's total storage revenue?

A Looks like $62.

Q Was any of that storage revenue for cars stored on Lake Providence port-owned facility?

A No, it was not.

Q So for that year, the car storage that NLA represents here would have resulted in zero dollars of revenue for the Lake Providence port from car storage?

A That would be correct.

MR. SCHEIB: We'll enter that document as document Number 28. I almost forgot.

(Deposition Exhibit 28 was marked for identification and is attached.)

MR. SCHEIB: The next is a document that we'll enter as Document 29.

(Deposition Exhibit 29 was marked for

identification and is attached.)

Q Can you see there that this is the Arkansas Short Line Railroads, Inc. reviewed financial statements for the years ended December 31, 2024 and 2023?

A Yes.

Q Okay. I'm going to skip down to the page we need. This is going to show sideways. That's just the way it was produced to us. There we go, and I'll try to blow it up a little bit for you. Here we go.

All right. At the top of the page, what year is this addressing?

A Can you increase the size a little, please.

Q Yes. Sorry.

A Retained earnings, it looks like December 31, 2023.

Q Yes. Okay. Under "Operating Revenues," there's two categories. There's freight revenue, and there's other freight revenue. Where would car storage revenue appear

between those two lines?

A Other freight revenue.

Q What was North Louisiana and Arkansas' total other freight revenue for the year ending December 31, 2023?

[redacted]

Q Yeah, that's what I have. That's what I have, 803.

What additional charges other than car storage would be included in the category "Other Freight Revenue"?

A You can have switching and lane charges. You can also have -- switching, lane, demurrage would be there. Oh. And any contract work like special trains or something like that for contract operations that might have been going on at the time.

Q Do you have an idea of how much of the $32,803 shown as other freight revenue in the year ending December 31, 2023, was car storage revenue?

A I know we had cars in storage in 2023. But what percentage of that, I don't know. I

would guess maybe half. I don't know.

Q And you testified earlier that none of those stored cars were on Lake Providence port-owned rail facilities, correct?

A That is correct. We had them in Trip Junction, Raceland, Macon Lake, and Medora (phonetic).

Q And so Lake Providence Commission's share of revenue from car storage would have been zero in 2023; is that correct?

A I believe so, yes.

Q We are going to go up one page, and this'll be for year ended 2024. Can you see that there?

A Yes.

Q All right. And that's document NLA_000860.

(Deposition Exhibit 30 was marked for identification and is attached.)

Q What was NLA's total other freight revenue in 2024?

[redacted]

[redacted]

Of that other freight revenue, how much of that was for railcars stored on Lake Providence port-owned track and facilities?

A I don't think any was.

MR. SCHEIB: We'll mark that one. We already marked that exhibit, I guess.

Q Bear with me just a second, Mr. Robbins.

A No problem.

Q Thank you. All right. Here we go. Okay. Do you see the applicable year for this report?

A 2022.

Q And what was NLA's total other freight revenue in 2022?

[redacted]

[redacted] Do you recall whether any of the other freight revenue on that line item was for railcars stored on Lake Providence port-owned rail facilities or tracks?

A I don't believe it was.

Q Do you know what caused the drop from 2022 to 2023 [redacted] revenue to [redacted] in other freight revenue?

A Yes.

Q What was that?

A A lot of the [redacted] was running in rock trains for Twin City contractors for the rehabilitations of Segments A and B.

Q The car storage that you've noted in 2022, 2023, and 2024 on these financial statements, was that all on NLA-owned rail infrastructure?

A NLA and Southeast Arkansas Economic Development.

Q If LPPC offered car storage, would that car storage service compete with NLA's offering of railcar storage?

A Not particularly. NLA itself has, shall we say, limited capacity. I can only store about 30 cars, I'll say.

Q Mr. Robbins, can you see the document on the screen that's first --

MR. SCHEIB: For the record, the December 2022 earnings is Document 31. We'll admit the First Amended Railway Lease Agreement as Document 32.

(Deposition Exhibit Numbers 31 and Exhibit 32 were marked for identification and are attached.)

Q Can you see that document on the screen, Mr. Robbins? Just confirming that I got it back up there.

A No, sir. There's nothing on the screen.

Q That's what I was afraid of. Okay. We'll do this again. How about now?

A Yes, sir.

Q Okay. Do you recall when this First Amended Railway Lease was entered into between NLA and Lake Providence Port Commission?

A Not exactly, no.

Q Neither can I because the first page didn't fill in a date.

A Oh.

Q I was just hoping you could help me.

It looks like from the verification pages at the back that at least the verification page that you executed was the 14th day of December 2020. Does that sound about right?

A That could be about right, yes.

Q I'm happy to show it to you if you need me to. We can scroll down there.

First, let's go to Section 3. Section 3: Is this the section that you were referring to when you discussed the fact that Lake Providence Port Commission gets 10 percent of the revenue from stored railcars --

A Yes.

Q -- under this agreement?

Okay. Thank you. Under the document that this amended, did LPPC also get 10 percent of the car storage revenue?

A If I remember correctly, yes.

Q Were railcars stored on Lake Providence port facilities pursuant to this agreement?

A From 2020?

Q Yes, sir.

A Yes. There's cars in storage now in 2026.

Q What percent of the revenue is Lake Providence Port Commission receiving from railcars stored on its facilities today?

A Currently, 10 percent, although the cars that are about to go over the levy are accounted for separately.

Q What does that mean?

A That means we are going to honor (inaudible) storage --

(Court reporter clarification.)

Q Can you restate your answer rather than me restating? We just didn't hear it, Mr. Robbins.

A Currently, we are paying 10 percent on the cars that are stored, say, at H & W or in the past. But as we put cars in storage over the levy, we will account for them separately to honor our oral agreement with them to give them 100 percent of the storage tracks that they

constructed.

Q Were you part of negotiating this First Amended Railway Operating Agreement -- I'm sorry -- Railway Lease Agreement?

A Yes.

Q Were you involved in memorializing it in writing?

A You mean this agreement here?

Q Yes, sir.

A Yes, I believe I'm actually the person who executed it; am I not?

Q I believe it was actually a Timothy Robbins that executed it.

A Oh. So that would be when he was president. Okay.

Q Just for geography, where is the levy?

A Well, in this particular case I'm assuming you mean the levy as it relates to the rail operations.

Q Yes. I'm referring to the levy that you mentioned.

A It's the levy that, I guess you would

call it -- it's in between the highway and the port, at the port of Lake Providence itself.

Q So when you described changing the compensation when the railcars go over the levy, is that the same as saying changing it for railcars that enter into the Lake Providence port?

A Yes, to the storage tracks that they built on the south side of Viserion.

Q This is Exhibit A to the First Amended Railway Lease Agreement. It says that the leased property is -- quote -- "All rights, title and interest which the Lake Providence Port Commission (herein after, 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 491.0 (at Tella Bena LA) all as situated in East Carroll and Madison Parish, Louisiana . . . ."

Is it your understanding that that includes the rail facilities within the Lake Providence port?

A Yes.

Q What is the milepost at the entry point to the Lake Providence port?

A It has two entry points. The furthest north, I believe is MP 472.25 by the Missouri Pacific milepost.

Q And you interpret this leased property provision to include track inside the port as well as that track that has that milepost at the outside of the port?

A That is correct.

MR. SCHEIB: We'll mark Document 33, which is the Second Amended Railway Lease.

(Deposition Exhibit 33 was marked for identification and is attached.)

Q Do you recognize this document by its cover page?

A Not particularly. Is this the one from '23, maybe?

Q Good memory, Mr. Robbins. Yes, that's correct, from 2023.

Do you know what was changed between the First Amended Railway Lease Agreement and the

Second Amended Railway Lease Agreement?

A I believe it changed the end point from Tella Bena to end of track.

Q Let's look at Recital D and just see if that is what you are describing. Recital D now says "471.0 to Milepost 498.4," when the first amended agreement said "Milepost 471.0 to Milepost 491.0." Is that the change you're thinking of?

A Yes, sir.

Q Looking at Section 3, was there any change in 2023 to the way Lake Providence Port Commission or NLA spit the revenues for railcar storage on Lake Providence tracks or facility?

A No.

Q When you look at Section 3.1(d), if you would, read that definition of freight revenue for me and tell me when you're ready.

A I am ready.

Q Does the definition of freight revenue include storage of railcars?

A Yes.

Q Do you remember if there was another change to this agreement related to insurance?

A Not that I recall, but I don't know.

Q Do you recall any discussion about striking a provision that said that if Lessee, which would have been NLA, fails to maintain and provide the required insurance as set forth herein the lessor may terminate this lease?

A I don't recall.

Q That's the only other provision I could find that changed in the two agreements. But you don't have any recollection of that conversation?

A Not on the insurance section, no.

Q Do you recall anything else that changed in this agreement?

A I believe it was basically the same agreement as before, just an extension from Tella Bena at 491 down to Tallulah.

Q And did you execute this agreement on behalf of NLA?

A I did.

Q Just to maybe close the loop, let's

look at Exhibit A to this amended agreement. Does this leased property definition reflect the change you were talking about in terms of the tracks covered, changing the second milepost designation from 491 to 498.44?

A Yes, sir.

Q And is that just a conforming amendment, but the entire document covers the same amount of leased property?

A I believe so, yes.

Q Were you part of negotiating changes?

A Yes, I was.

Q Who did you negotiate with?

A Oh, I think Wyly.

Q And Wyly is Mr. Gilfoil at the Lake Providence Port Commission?

A Yes, sir.

Q Why did you-all decide to amend this in writing?

A They were filing a -- I don't know if you'd call it -- if it was an amended application, a new application, something to do with the case

in front of the STB.

Q Was it your understanding that you were asked to document this amendment because it had to be submitted to the Surface Transportation Board and for no other reason?

A Yes.

Q Did NLA have counsel draft or review these amendments?

A Draft, no. Review, in-house counsel at the time, I think probably did.

Q So for both the First Amended Railway Lease agreement and the Second Amended Railway Lease Agreement, NLA retained counsel to review a written document. Do I understand that correctly?

A The first lease, yes, Terry Matthews, was retained counsel. The second lease, I believe was done by Kathleen Slavens, my sister-in-law, who was a corporate attorney, paid by -- she was on staff at the railroad.

Q Did NLA have counsel review an amendment to the Second Amended Railway Lease agreement that changed the revenue allocation for

revenues from storage cars?

A I don't believe so, because that particular agreement did not change any allocation of lease payments, just the area that it covered.

Q And you are describing the Second Amended Railway Lease Agreement when you answered that question?

A Yes, sir.

Q So for the alleged oral amendment, did legal counsel review the amendment for NLA?

A There has been no amendment. It was just -- they asked the question that if they did this, would we agree, and I said yes.

Q I guess I'm confusing my time line. Were railcars stored on Lake Providence port-owned tracks or facilities pursuant to this Second Amended Railway Lease Agreement?

A Assuming that that's actually an agreement that's in force -- I thought that agreement only came in force if they got to the 498.44.

Q Well, that's where I'm confused,

Mr. Robbins. I don't know. You tell me. Is this agreement in force?

A I would assume that we're still operating under the initial agreement because they do not own south of 471.

Q So the beginning of the agreement -- does this lease agreement made on -- sorry; I clicked too far.

The Second Amended Railway Lease agreement says at the beginning, "This lease agreement made on January 4, 2023, between Lake Providence Port Commission," et cetera, addresses, and "North Louisiana & Arkansas Railroad . . . ."

Did this take effect?

A I guess, under the terms identical to the first one, other than the end point. Obviously, I can't provide them revenues or compensation for tracks that may be not owned that are contested inside this case.

Q Right. So railcars that were stored after 2023 were subject to the allocation of Lake Providence Port Commission getting 10 percent; is

that correct?

A Yes.

MR. SCHEIB: Okay. I think we are at Document 34. We'll enter Document 34.

(Deposition Exhibit 34 was marked for identification and is attached.)

Q Mr. Robbins, are you able to see on the screen the North Louisiana and Arkansas Railroad's Responses to the Second Set of Discovery Requests Propounded by Delta Southern Railroad?

A Yes.

Q Go down to page 17. There we go. Okay. RFP Number 3 asks for agreements with LPPC related to LPPC's feeder line application.

The response was, "NLA's second amended lease agreement by and between LPPC and NLA was filed with the board on November 30, 2023, and served on DSRR."

Do you see that response?

A I do.

Q Did you review these responses?

A I did.

Q Why did you omit any mention of the alleged oral amendment?

A Because they hadn't sent me an amendment to sign. So, therefore, it's actually not an amendment. It's an oral agreement.

Q Is it your position that the oral agreement did not amend the contract as of that date?

A That is correct. I mean, it's not amended until such time as Lake Providence Port Commission sends an amendment for NLA to review and sign.

MR. SCHEIB: Let us take a five-minute break. We have been going about hour, Mr. Robbins. We'll go off the record, and we'll be back shortly.

(A recess was taken.)

BY MR. SCHEIB: (Continuing)

Q Mr. Robbins, if Lake Providence Port Commission has about 150 railcars' worth of capacity for storage today, how long would it take to build capacity for an additional 350 railcars?

A Construction time?
Q Yes, sir. Design and construction.
A Six months, maybe.
Q Where would the Lake Providence port have the ability to build that much track?
A Along the right-of-way, other pieces of property they own. I know they've listed storage yard on property owned next to what's now Anderson.
Q Have you been involved in any discussions to design or map out the additional -- any additional storage capacity on Lake Providence port tracks or facility?
A The one there by Anderson's, Bryant asked me what we could fit there, and so Eric Frostison (phonetic) and I put something together.
Q Is that the one that was actually constructed at Anderson?
A No, it is not.
Q How much additional capacity would that track accommodate?
A If I remember correctly, it was about

125.

Q Were you involved in any discussions with any representative of the Lake Providence Port Commission about car storage revenue related to any grant applications it filed in Louisiana?

A I don't believe so.

Q Were you involved in any discussions with Lake Providence Port Commission officials about how port car storage revenue would be reflected in an application to the Louisiana Bond Commission?

A I was not.

Q When we looked at the financials for the NLA for 2022, 2023, 2024, and 2025, the revenue for other freight revenue was, at its most, $158,000.

Under the Second Amended Railway Lease Agreement, if there was actually demand to store cars, North Louisiana and Arkansas would have gained 90 percent of the revenue from that car storage. If that was 500 cars a day every day, that means North Louisiana and Arkansas gave up

about $900,000 with the alleged oral amendment. Why would North Louisiana and Arkansas give up $900,000 worth of potential revenue with nothing in exchange?

A Well, actually I wouldn't be giving up revenue, because if they don't have the tracks or construct the tracks for me to store cars on, then there is no storage. And I still get my charges in and out.

Q If LPPC's business plan was to store 500 railcars a day every day 365 days a year, where would they store them today?

A Today?

Q Today.

A Today, they do not have that much capacity, I do not believe.

Q If they were going to do it nonetheless, where would they have to store those railcars?

A I don't believe they could because they would have to sit on the NLA main line, and they have customers to service inside the Lake

Providence port.

Q So to store those cars on the rail line would prevent NLA from being able to serve customers who had actual freight to ship. Is that your point?

A Yes, sir.

Q If the Lake Providence Port Commission were successful to obtain the rail line from Lake Providence port to Tallulah, could they store railcars on that line?

A I believe there are sidings on that line, yes.

Q Do you have any idea how much siding capacity there is?

A The house track -- house track at Hollybrook; there's a house track at Transylvania. And outside of that, there's tracks at Tella Bena, although I don't know how much those tracks would hold.

Oh, yeah, there's also tracks south of -- I guess now it's the CPKC Connection.

Q Do you know if railcars are stored

today in those tracks that you just named?

A Not at Hollybrook or Transylvania. Now, on my drive down today, there were some old cars sitting in Sondheimer, and I didn't drive on into Madison Parish, so I have no idea there.

(Court reporter clarification.)

Q Can you restate the end of your answer, Mr. Robbins? She just didn't catch it.

A Yes, ma'am. I did not drive in the Madison Parish port, so I have no idea what is in there.

Q Mr. Robbins, in your conversations with the Lake Providence port commission, did you ever represent that there was capacity in the marketplace to store 500 cars a day every day 365 days a year?

A I did not.

MR. SCHEIB: I think that's all we have got.

EXAMINATION BY COUNSEL FOR NLAR AND THE WITNESS BY MR. MCBRIDE:

Q Just a couple, Mr. Robbins.

Mr. Scheib asked you about whether if LPPC were to store railcars on NLA's line, whether that would interfere with providing service to customers. Do you recall that question?

A Yes. The question about could they store 500 cars without utilizing the main? That one, you mean?

Q Yes.

A Yes, I recall.

Q And this morning when you drove down to Tallulah, was that from Lake Village, Arkansas?

A It was, sir.

Q Did you then drive down Highway 65 past Lake Providence Port and Madison Parish Port?

A Yes, sir.

Q Were there railcars stored along the DSR sideline between the Madison Parish Port and Lake Providence Port?

A Yes, sir, there was.

Q Do those interfere with moving cars for customers?

A To prevent them from getting to Lake

Providence, Louisiana, yes.

MR. MCBRIDE: I think that's all I have, thank you.

EXAMINATION BY COUNSEL FOR
THE DELTA SOUTHERN RAILROAD, INC.

BY MR. SCHEIB:

Q If Lake Providence Port were successful in obtaining the rail line from Lake Providence Port to Madison and had to store railcars there in order to have 500 railcars stored each day every day for 365 days a year, would that also prevent transportation from Madison Parish Port to Lake Providence Port?

A Actually, probably not, because there's room for several hundred, probably two or three hundred cars south of the KCS Connection.

Q So where would they store these cars without blocking the line from Lake Providence Port to Madison Parish Port?

A South of the Kansas Southern Interchange.

MR. SCHEIB: All right. Thank you.

MR. MCBRIDE: Thanks, Mr. Robbins. I'm going to ask you to read and sign this transcript and provide any corrections to the reporter when you do it.

THE WITNESS: Like, last time?

MR. MCBRIDE: Yes, including the spellings. Some of the names you gave, she may not have been able to get.

THE COURT REPORTER: Are you ordering the original?

MR. SCHEIB: Yes.

THE COURT REPORTER: Who does the copy go to?

MR. MCBRIDE: To Mr. Streeter.

THE COURT REPORTER: Mr. Streeter.

You wanted to handle the reading and signing, or shall I just send it all to him, Mr. McBride?

MR. MCBRIDE: Send that to me, and I'll forward it to Mr. Robbins -- Mike McBride.

MR. SCHEIB: If you send it to Mr. McBride, he'll take care of getting it to the

witness.

THE COURT REPORTER: Okay. Then, he gets the transcript.

MR. SCHEIB: Mr. McBride.

THE COURT REPORTER: But then Mr. Streeter gets the exhibits.

MR. MCBRIDE: Right.

AND FURTHER THIS WITNESS SAITH NOT

(Off the record at 2:31 p.m.)

CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

I, Helen B. Yarbrough, Registered Professional Reporter, Certified Court Reporter, and Notary Public, the officer before whom the foregoing deposition was taken, do hereby certify that the foregoing transcript is a true and correct record of the testimony given, to the best of my ability; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my supervision; that reading and signing was requested; and that I am neither counsel for, nor related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 7th day of October 2026.

Helen B. Yarbrough, RPR, CCR
VCRA Certification #0313016

My Commission Expires:
July 31, 2029
Notary Registration Number: 158897

STATE OF_____

_____, to wit:

I, Daniel B. Robbins, do hereby certify that I have read the foregoing pages of typewritten matter numbered 1 through 61, and that the same contains a true and correct transcription of the deposition given by me on the 29th day of September, 2026, with the exception of the noted corrections, to the best of my knowledge and belief.

_____ _____
Date Daniel B. Robbins

Subscribed and sworn to before me this

_____ day of _____, 202__.

_____
Notary Public

My commission expires _____

Notary Registration Number: _____

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STATE OF Arkansas
County of Pope, to wit:

I, Daniel B. Robbins, do hereby certify that I have read the foregoing pages of typewritten matter numbered 1 through 61, and that the same contains a true and correct transcription of the deposition given by me on the 29th day of September, 2026, with the exception of the noted corrections, to the best of my knowledge and belief.

Date 10/12/26 Daniel B. Robbins

Subscribed and sworn to before me this 12th day of October, 2026.

MELISSA D. COURTWRIGHT NOTARY PUBLIC POPE COUNTY ARKANSAS Comm. No. 12398820 My Comm. Expires 02-27-2034

Melissa D. Courtwright
Notary Public

My commission expires: 02/27/2034

Notary Registration Number: 12398820

Outlook

Changes

From dan.b.robbins <dan.b.robbins@gmail.com>
Date Mon 10/12/2026 2:57 PM
To Richard Streeter <rhstreeter@gmail.com>

Sent from my Galaxy
Page 12 Line 13 petition to application
Page 13 Line 20 (inaudible) to Feeder Line
Page 16 Line 14 whatever to whenever
Page 21 Line 2 get us to give up
Page 24 Line 16 does serve to is served
Page 25 Line 10 Feed to Seed
Page 29 Line 1 add feet after 63
Page 35 Line 12 lane to weighing
Page 35 Line 13 lane to weighing
Page 36 Line 6 Raceland to Riceland
Page 36 Lune 6 Medora to Eudora
Page 38 Line 7 Twin to Queen
Page 41 Line 19 past to pass
Page 41 Line 22 of to on
Page 53 Line 7 listed to looked at
Page 53 Line 16 Frostisum to Frostestad
Page 58 Line 17 sideline to mainline.

Daniel Robbins

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Louisiana Situs

First Amended
Railway Lease Agreement

By and Between

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

EXHIBIT#
Robbins 32
9/29/2026 - PB
exhibitsticker.com

LEASE AGREEMENT

This Lease agreement ("Lease") made on _____, 20__, 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 20 miles between milepost 471.0 to milepost 491.0 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. IfLessee 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 they have 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.

8.4 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. Default

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:
Timothy K. 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 Parish.

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. THOMAS IV

Its President

Witnesses:

_____

_____

Lessee:

North Louisiana & Arkansas Railroad, Inc.

By: _____
Timothy K. Robbins

Its President

Witnesses

_____

_____

Acknowledgement

State of Arkansas)
) *SS*
County of Pope)

On this 14th day of December, 20__, 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 Timothy K. 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 President the Northern 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 14th day of December, 2023

Melissa Courtwright
Notary Signature

Melissa Courtwright
Printed Name

02/27/2024
My Commission Expires

MELISSA D. COURTWRIGHT
POPE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 27, 2024
Commission No. 12396320

Acknowledgement

State of Louisiana)
) SS
Parish of East Carroll)

On this 22 day of December, 2020 before me, Debra Fortenberry, 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 22 day of December, 2020

Debra P. Fortenberry
Notary Signature

Debra P. Fortenberry
Printed Name

DEBRA P FORTENBERRY
Notary Public
State of Louisiana
East Carroll Parish
Notary ID # 10782
My Commission is for Life

8/29/2023
My Commission expires

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 491.0 (at Tella Bena 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

Louisiana Situs

Second Amended
Railway Lease Agreement

By and Between

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

EXHIBIT
Robbins 33
9/29/2026
exhibitsticker.com

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.

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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.

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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.

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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.

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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.

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

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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. Default

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 M. Dupont

Lessee:

North Louisiana & Arkansas Railroad, Inc.

By:

Daniel B. Robbins

Its Vice President

Witnesses

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.

Melissa D Courtwright
Notary Signature

MELISSA D. COURTWRIGHT
POPE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 27, 2024
Commission No. 12396820

02/27/2024
My Commission expires

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.

Debra Hopkins
Notary Signature

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

At Death
My Commission expires

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 & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, AR 72201-3525
(501) 688-8000

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.

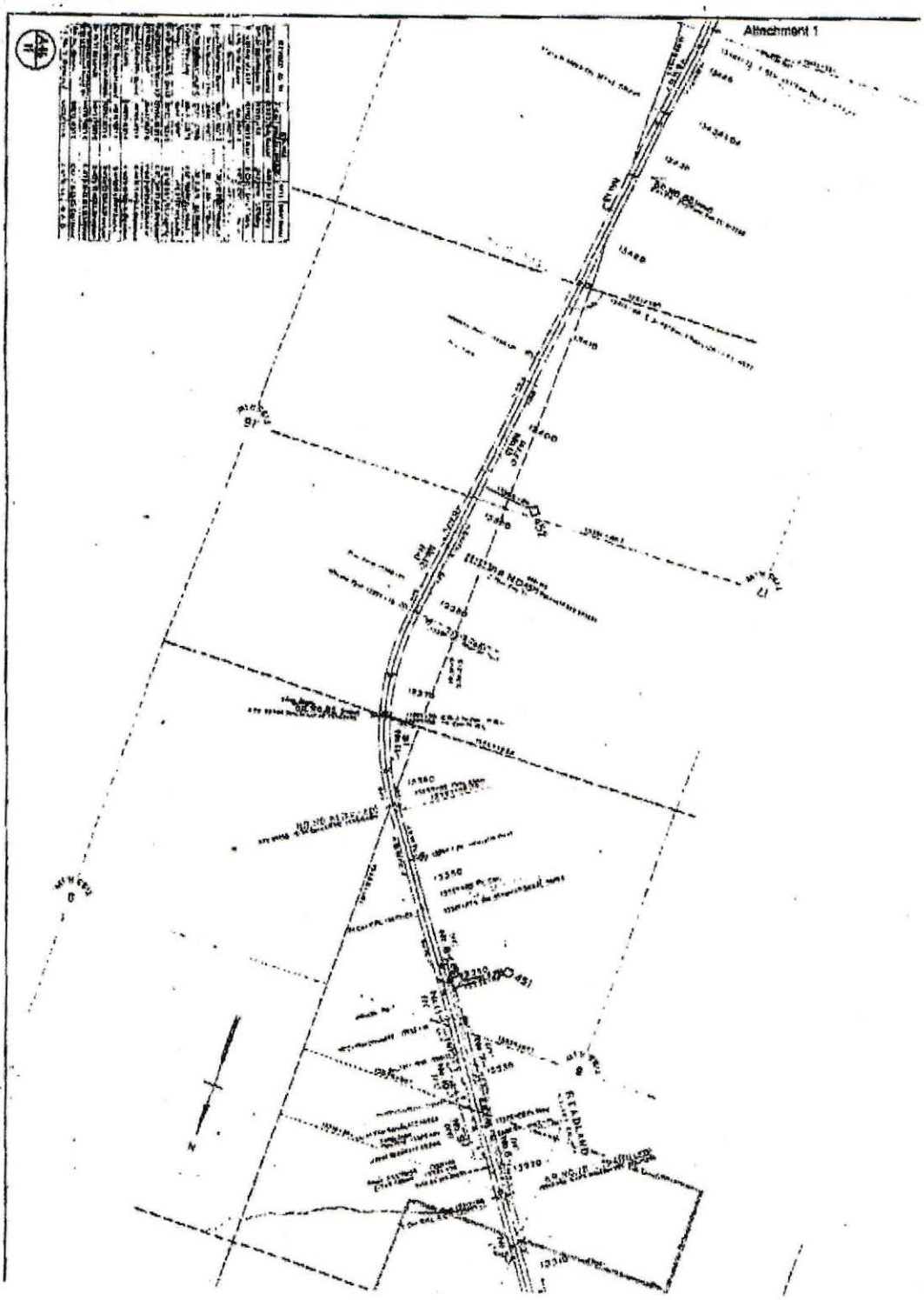
This deed is made subject to the condition that all taxes and all assessments levied upon or assessed against the premises described and highlighted in **Exhibit A** for any period of time prior to and including the date of this deed shall be payable by the Grantor; all taxes and all assessments levied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

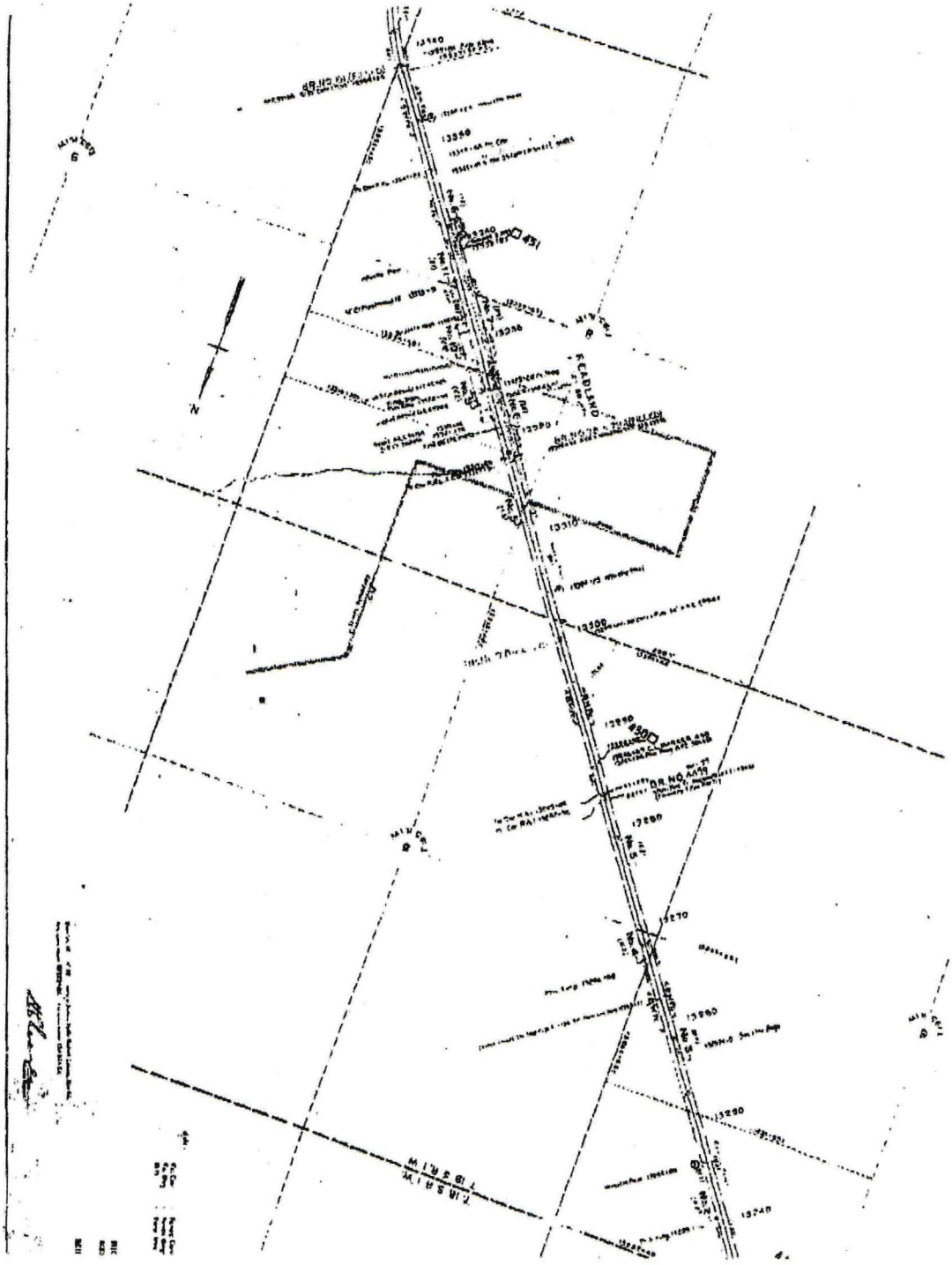
All rights, title and interest of Grantor in all lands located between Milepost 433.0 near Lake Village, Arkansas, to Milepost 454.8 at the State line between Arkansas and Louisiana being located in the following described subdivisions all as shown on the maps of Grantor's right-of-way attached hereto:

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

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


Attachment 1

Attachment 1



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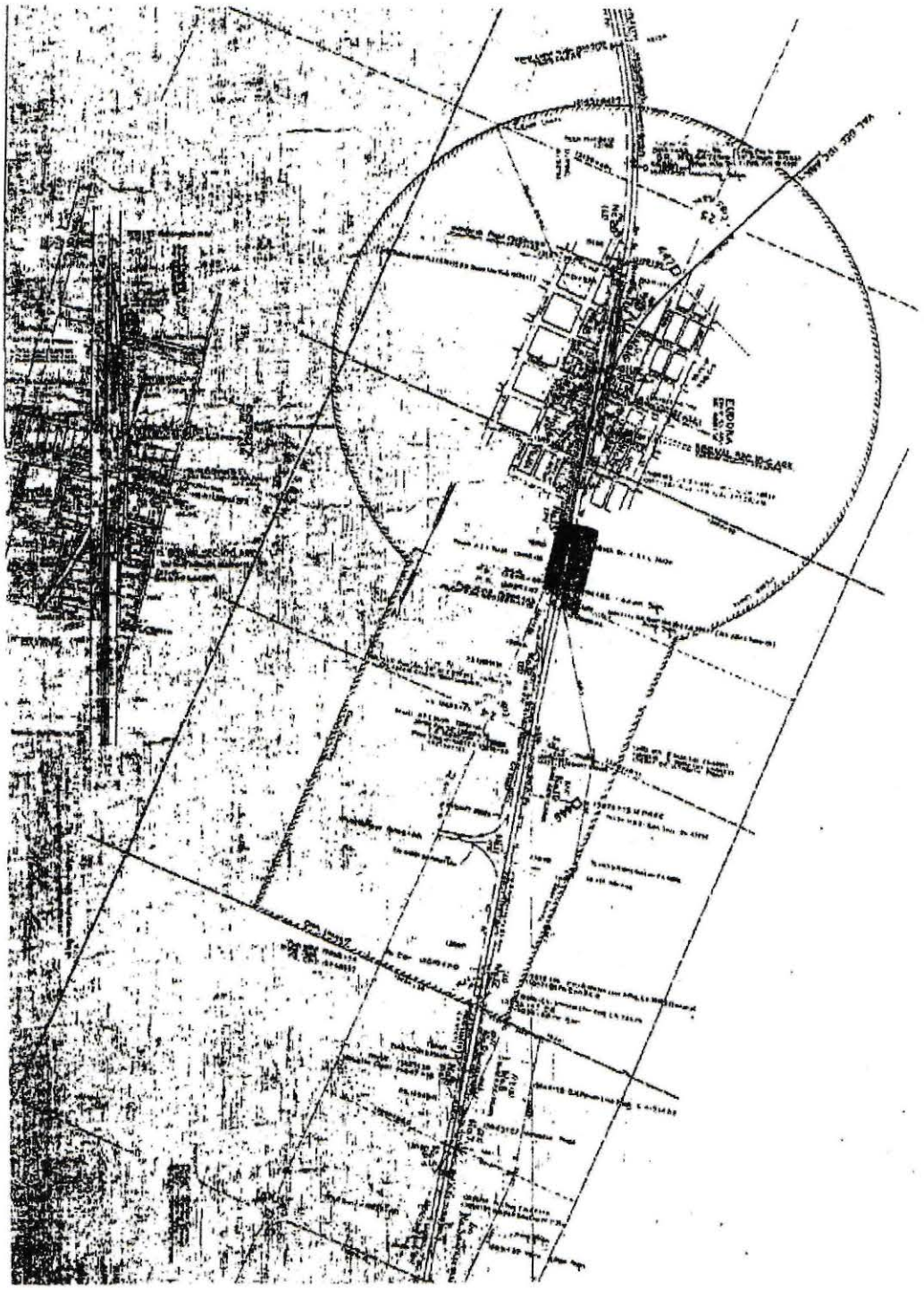

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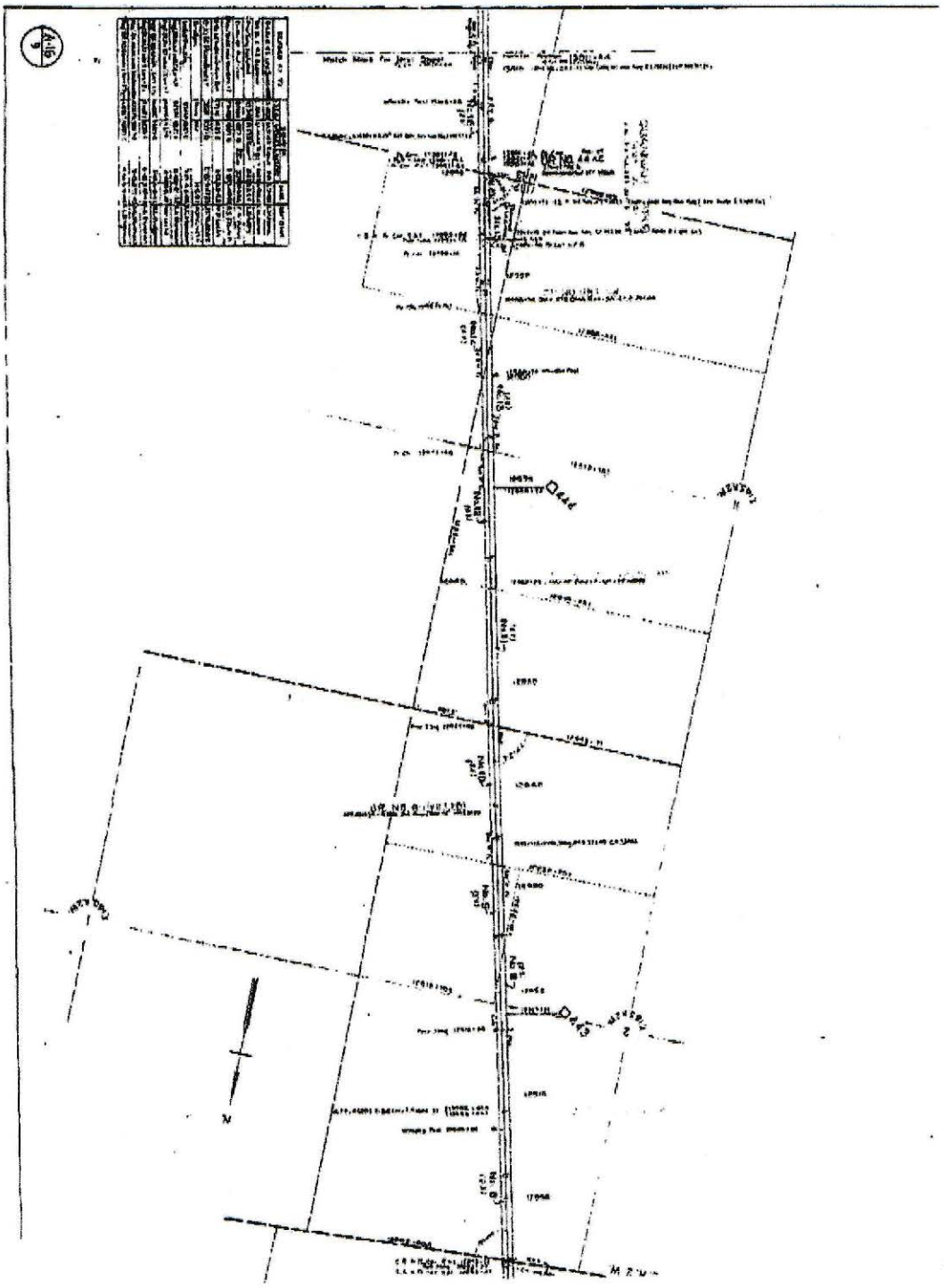

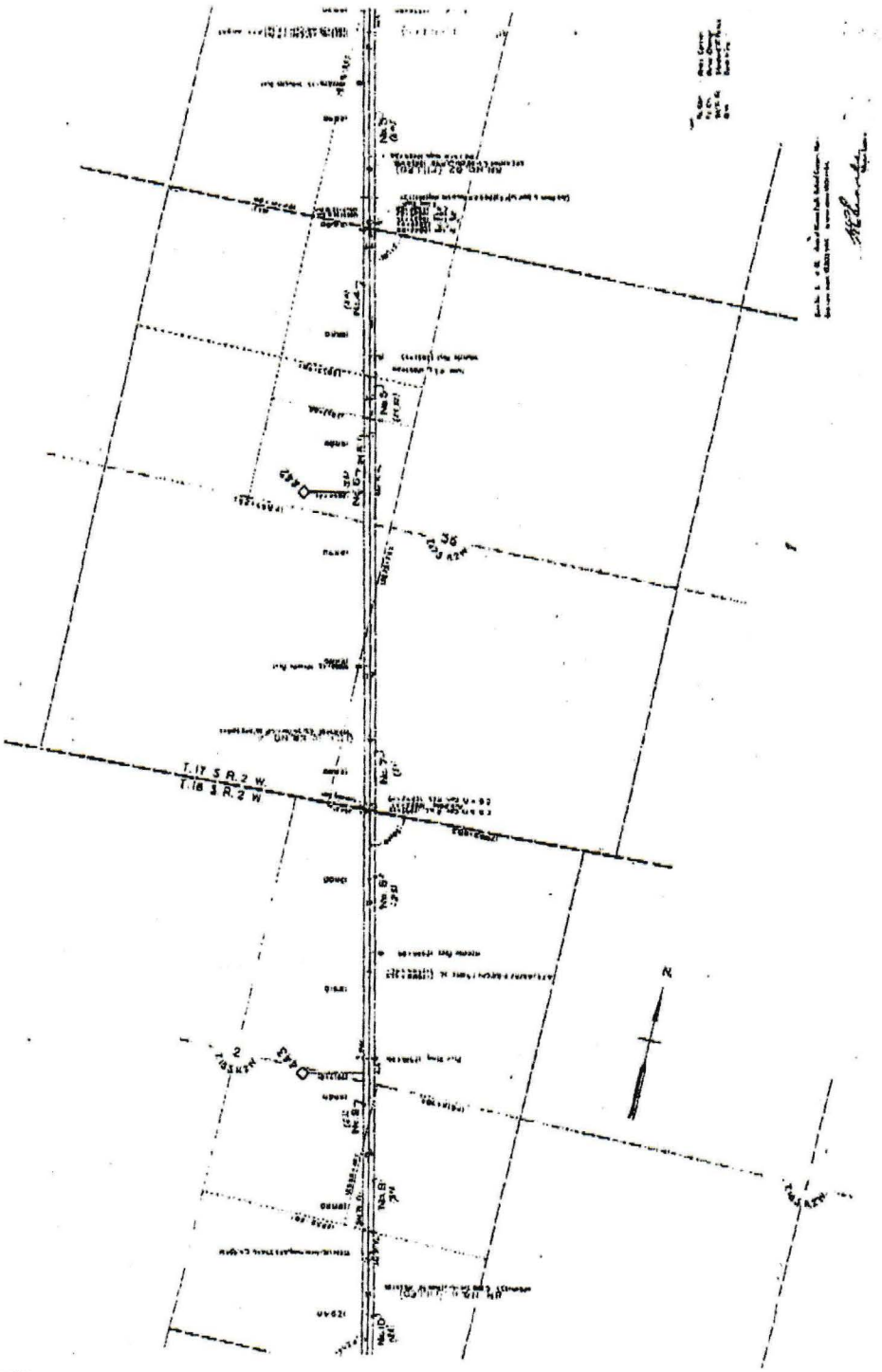

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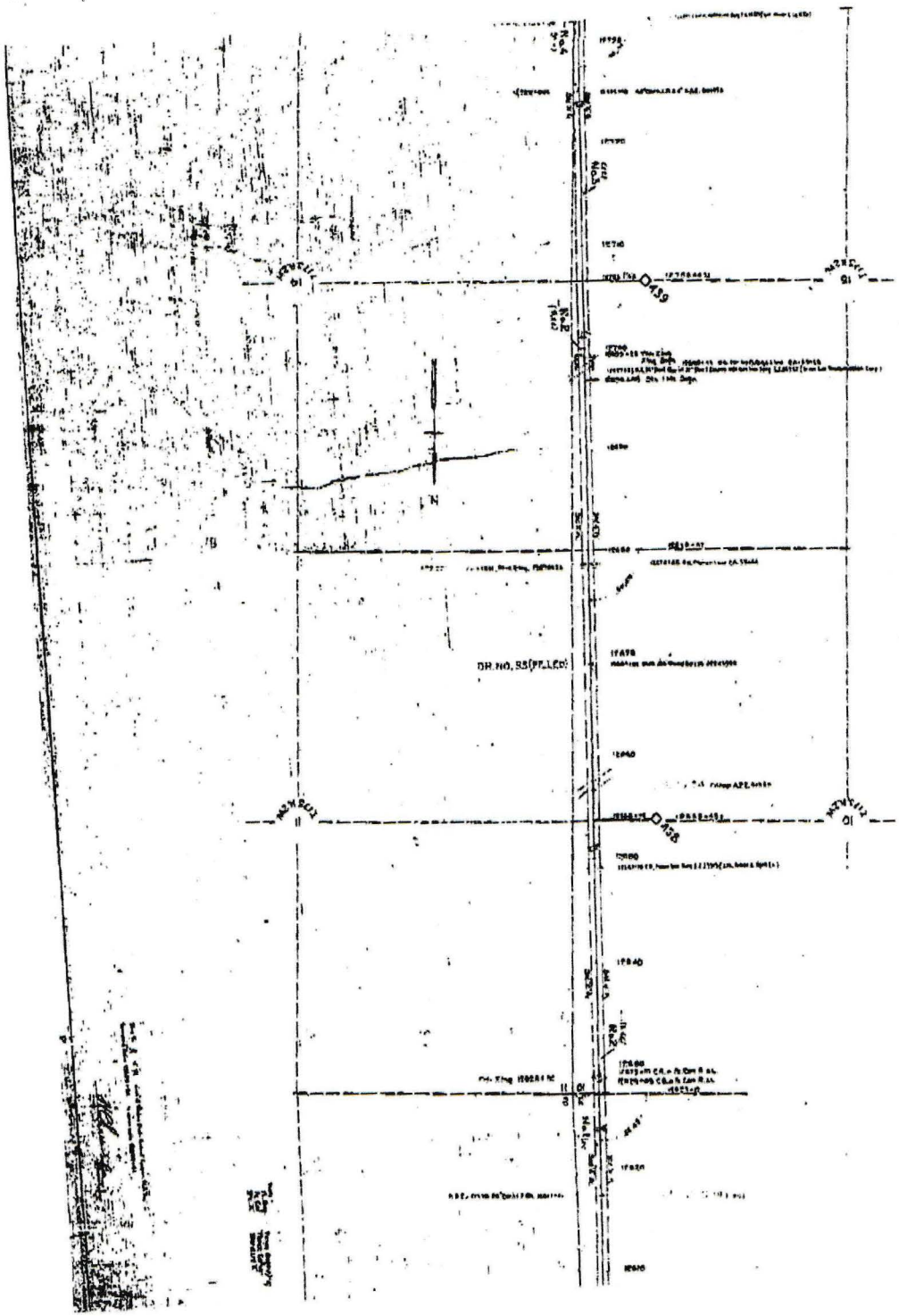

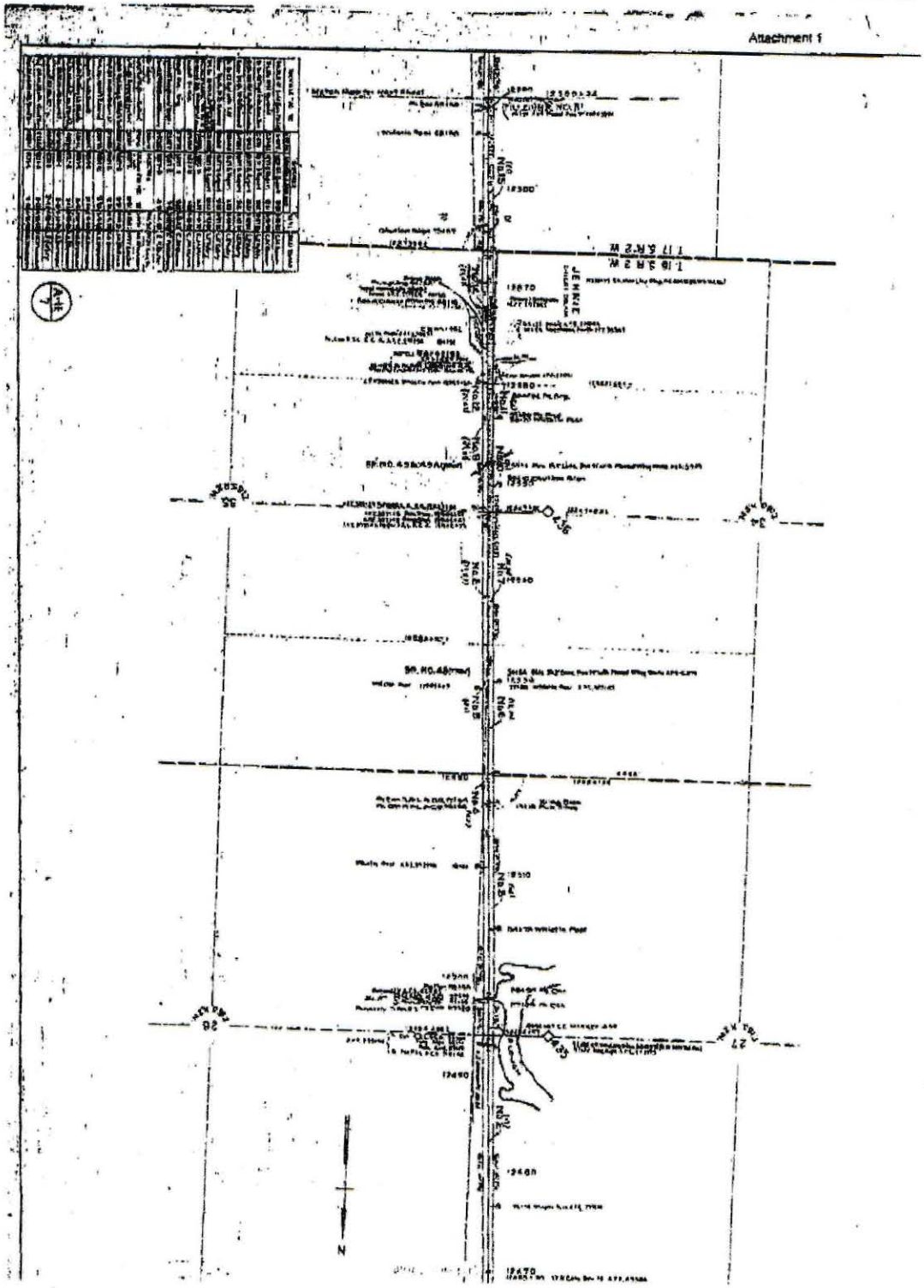
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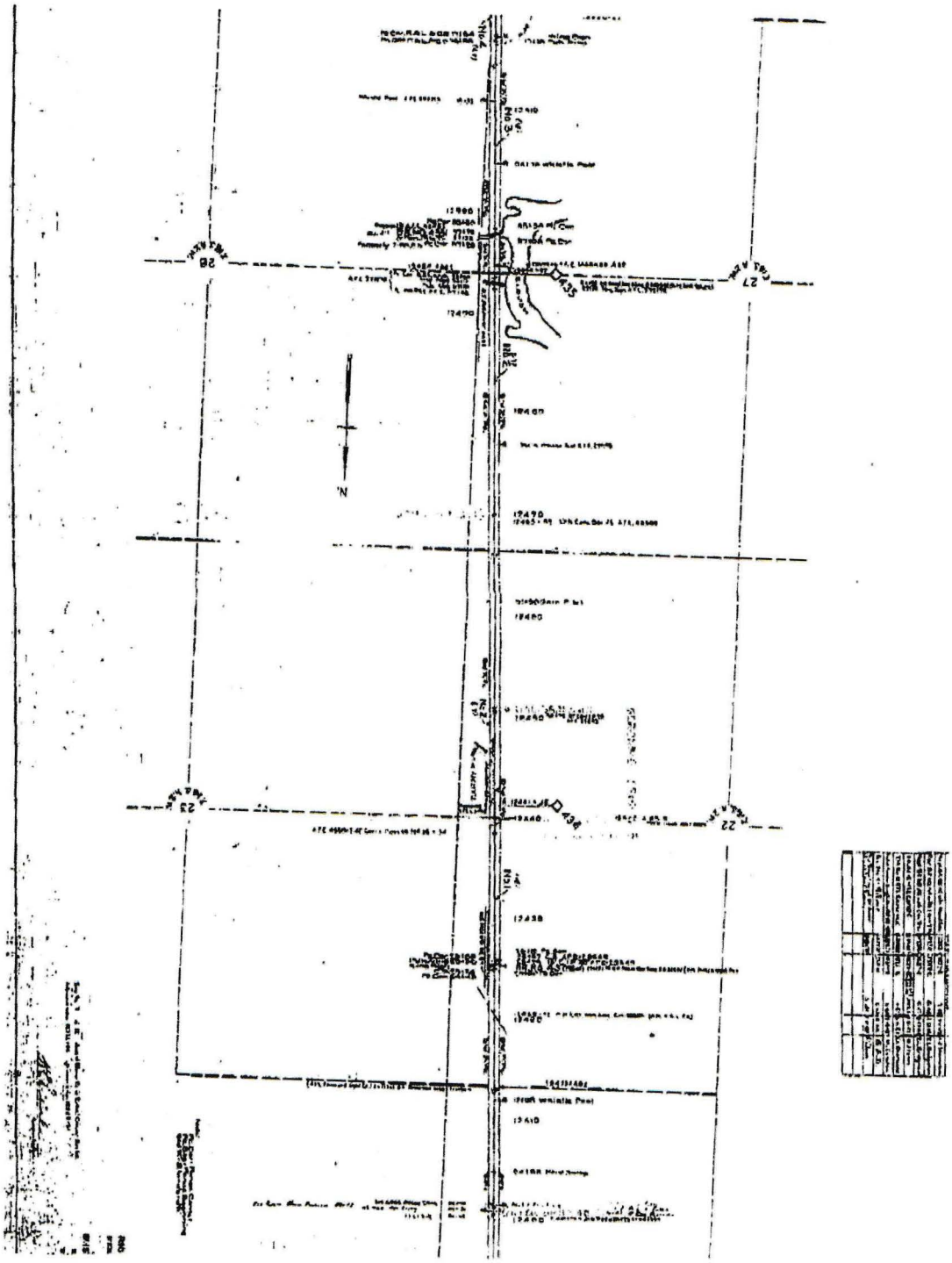

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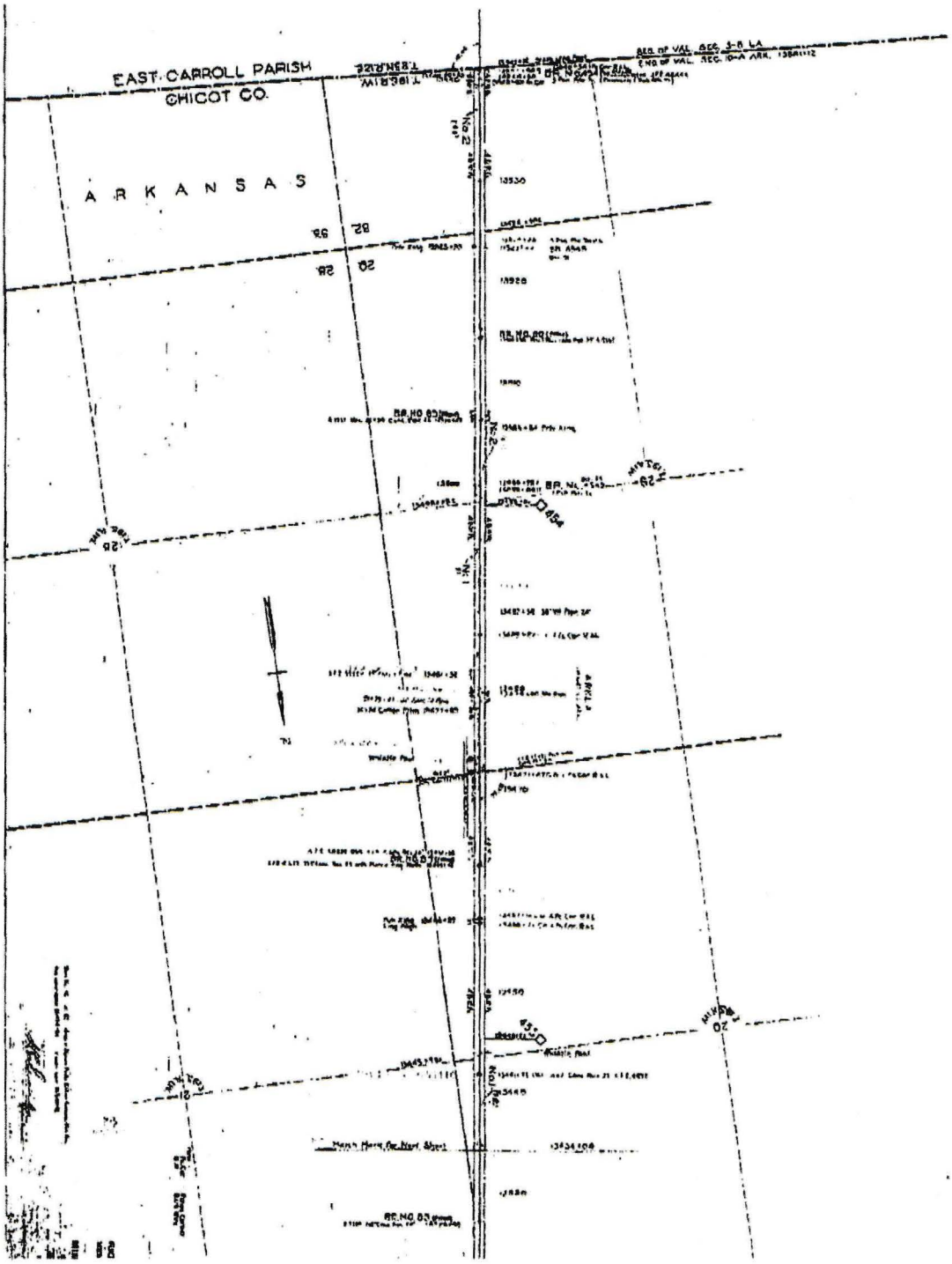
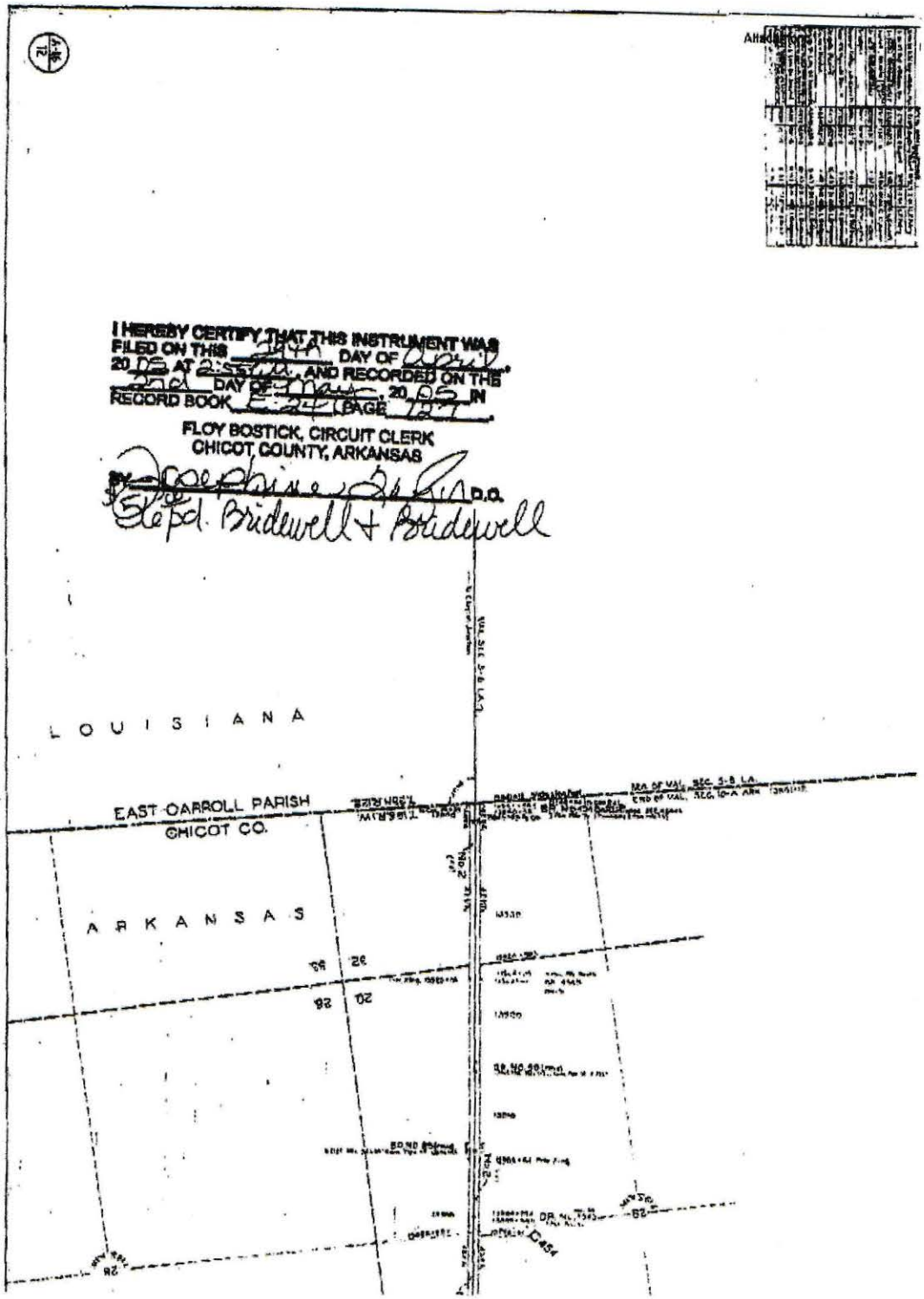


I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THIS 24th DAY OF April 20 05 AT 2:55 P.M. AND RECORDED ON THE 2nd DAY OF May, 20 05 IN RECORD BOOK E-24 PAGE 127.

FLOY BOSTICK, CIRCUIT CLERK
CHICOT COUNTY, ARKANSAS

BY Josephine Jones D.C.

$ 5.00 Stephens Bridewell + Bridewell



North Louisiana & Arkansas Railroad's Responses to

Second Set of Discovery Requests

Propounded by Delta Southern Railroad

Pursuant to 49 CFR Part 1114 and other applicable rules and authority, North Louisiana & Arkansas Railroad ("NLA"), by counsel, responds as follows to Delta Southern Railroad, Inc.'s ("DSRR") Second Set of Interrogatories and Requests for Production of Documents propounded on January 3, 2024.

GENERAL OBJECTIONS

NLA's General Objections, set forth herein, apply to each and every one of the specific Interrogatories and Discovery requests that follow. These general objections are not exhaustive and, where appropriate, NLA will also state specific objections. NLA's objections shall not waive, limit, or prejudice any objections it may later assert.

1. NLA objects to each and every Interrogatory and Request of Production of Documents ("RFP") to the extent they seek to impose obligations on NLA greater than or inconsistent with those imposed under 49 CFR Part 1114 Subpart B. NLA further objects to

EXHIBIT
Robbins 34
9/29/2026
exhibitsticker.com

any and all definitions and or instructions to the extent they either expand upon or conflict with 49 CFR Part 1114 Subpart B.

2. NLA objects to each and every Interrogatory and RFP to the extent they seek materials protected by the attorney-client privilege, the attorney-work product doctrine, or any other applicable privilege, protection or exception from discovery or disclosure, including the privilege under the First Amendment to petition the Government for redress of grievances. In the event that any such privileged, protected, or exempt information is inadvertently produced or provided, such disclosure or production is not intended as, and should not be construed as, a waiver of any applicable privilege, protection or exemption.

3. NLA objects to each and every interrogatory and RFP to the extent they seek information or data that are not relevant to the subject matter of this proceeding and are not likely to lead to the discovery of admissible evidence.

4. NLA objects to each and every Interrogatory to the extent they ask for legal conclusions, including conclusions as to the legal significance of underlying facts.

5. NLA objects to each and every Interrogatory and RFP to the extent that they are: (a) overly broad; (b) vague or ambiguous; (c) fail to describe with reasonable particularity the information sought; (d) seek information that is not within the possession, custody, or control of NLA or; (e) would impose an undue burden that outweighs any relevance or probative value the information sought may have in this proceeding.

6. NLA objects to each and every Interrogatory and RFP to the extent they are duplicative.

7. NLA objects to each and every Interrogatory and RFP to the extent they request information or material that is: (a) already in the possession of DSRR; (b) publicly available or otherwise readily available or accessible to DSRR from other sources; or (c) as accessible or available to DSRR as it is to NLA and producing responsive information would impose substantially the same or greater burden on NLA as it would impose on DSRR.

8. NLA objects to each and every Interrogatory and RFP to the extent that they request information or material that relates to: (a) the use of funds from any government grant that has recognized the public interest in providing funds to be used to construct or

rehabilitate rail infrastructure; or (b) the use of such funds to fulfill the objectives of the grant.

9. NLA objects to each and every Interrogatory and RFP to the extent that they are not relevant to the issue of valuation, which is the only subject as to which the Surface Transportation Board ("STB") ordered further discovery in its Decision served herein on November 20, 2023, slip op. at 16; *see also*, Decision served herein on December 11, 2023, at 1, citing Decision served herein on November 20, 2023, Decision at 16.

10. These general objections are incorporated by reference into the following responses.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 32: Please list all shippers that have sought or have transported traffic over the Line and identify which of those shippers have sought or shipped in joint movement involving both NLA and DSRR.

Response: NLA is not privy to *all* shippers that have sought or transported traffic over the segment of the Line between MP 471.0 and 498.44 (which for clarity is defined as "the Line") between

January 1, 2017 and the present. With the exception of the Schnable Car that was transported for Rail Vehicle Services and moved in interchange service, no other shipper has requested rail service from NLA to transport traffic in interchange service with DSRR over the Line between MP 471.0 and 498.44 between June 15, 2021, and the present. Furthermore, DSRR's request for information between January 1, 2017, and June 15, 2021, is redundant and unnecessary. The Amended Application reflects the names of shippers that previously sought to have traffic transported in interchange service over the Lake Providence Line between McGehee, AR and Tallulah, LA. *See also* NLA's Supplementary Response to Interrogatories No. 1 through 6, dated June 15, 2021, and documents that were attached thereto and filed under seal.

INTERROGATORY NO. 33: For each shipper listed in response to Interrogatory No. 32, please state and describe in detail the basis for any contention that the shipper, specifically, is inadequately served by DSRR, including any denial of requested service by DSRR.

Response: As reflected in the Expanded Feeder Line Application filed by the Lake Providence Port Commission ("LPPC")

on January 4, 2023, because of DSRR's past failure to maintain the track, shippers that might wish to tender traffic that would be interchanged with NLA have not been able to do so for several years.

INTERROGATORY NO. 34: Please describe in detail all actions NLA has taken to study, measure, analyze, assess, or evaluate the adequacy of DSRR's service to shippers over the Line, including the results of any such study, measurement, analysis, assessment, or evaluation.

Response: NLA responds that it has not undertaken any formal steps to study, measure, analyze, assess, or evaluate the adequacy of DSRR's service to shippers over the Line. NLA further responds that all Documents and communications that NLA may possess concerning any study, report, analysis, assessment, or evaluation of potential traffic on the Line may be found in the INFRA Grant Applications to which DSRR was a party. NLA is aware from its own efforts to restore the tracks that it owns, along with LPPC and the Southeast Arkansas Economic Development District ("SEAEDD"), that DSRR failed to adequately maintain the track. Based on NLA's efforts to provide service to APEX in the summer of

2023, and inspections of the track between mileposts 471.0 and 472.25, NLA is aware that DSRR failed to rehabilitate this track to FRA Class 1 status. The inspection reports have previously been provided to DSRR and its counsel.

INTERROGATORY NO. 35: Please Identify all shippers with which NLA has communicated concerning either (i) LPPC's feeder line application, (ii) DSRR, (iii) DSRR's service over the Line, or (iv) the shipper's rail transport needs. Describe in detail and Identify the communications with each shipper identified.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that because LPPC's initial Feeder Line Application, which involved only the 20 miles between mileposts 471.0 and 491.0, was filed on November 12, 2020, there would have been no reason to discuss the Feeder Line Application until LPPC made the decision to file at some point in September of 2020. Nor was there any reason to discuss DSRR's operations between mileposts 491.0 and 498.44.

The renewed request for discussions with shippers prior to August 2020 regarding service over the 20-mile segment is redundant and unnecessary. Such discussions have been fully disclosed to DSRR's attorneys. *See* Response to Interrogatory No. 32.

INTERROGATORY NO. 36: Please provide the dates, locations, and Identify the attendees for all meetings NLA has had with each shipper identified in response to Interrogatory No. 32.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that with the exception of a zoom meeting that was held with APEX, on July 21, 2023, NLA has not had personal or zoom meetings with any other shippers that have involved DSRR or its service. The attendees of that meeting were Noah B. Robbins and Michael Robbins, NLA; Wyly Gilfoil, LPPC; Nicholas Mazzi, James Patterson, and Jonathan Lewandowski, APEX. It is believed that Jerry Coleman, Patriot Rail LLC's Regional Operations Manager, who was involved in the matter, also participated in the Zoom Meeting.

INTERROGATORY NO. 37: Please list all shippers who have moved freight over LPPC lines operated by NLA.

NLA responds that since January 1, 2017, the only shippers for whom NLA has moved freight over LPPC's Lines are APEX and Rail Vehicle Services, which involved the movement of a Schnabel car. As previously disclosed, on August 24, 2017, DSRR declined to accept cars destined to Complex Chemical that NLA had placed in interchange because DSRR had closed the interchange based upon track issues on the DSRR side.

INTERROGATORY NO. 38: Please list all employees whose email and hard copy files have been searched in order to respond to DSRR's second set of discovery requests.

Response: Daniel B. Robbins, Timothy K. Robbins, Michael Robbins, Noah Robbins and Missy Courtwright.

INTERROGATORY NO. 39: Please Identify each employee of NLA who has participated in discussions about any governmental grants, including but not limited to INFRA grants, for expenditure on LPPC's current rail lines that are operated by NLA.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only

subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that Daniel B. Robbins and Timothy K. Robbins were the only employees of NLA who participated in such discussions.

INTERROGATORY NO. 40: Please Identify each employee of NLA who has participated in discussions about an (sic) any governmental grants, including but not limited to INFRA grants, for rail infrastructure or rail service on the Line.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that no NLA employee has participated in any discussions about rail infrastructure or rail service on the Line in any grant other than the FY 17-18 INFRA Application filed by SEAEDD on November 2, 2017, and the FY 19-20 INFRA Application filed by SEAEDD on March 2, 2019.

INTERROGATORY NO. 41: For each governmental grant listed in response to Interrogatories Nos. 39 and 40, please list the dates on

which each grant request joined by NLA was signed, to which governmental entity it was submitted, and each co-signatory.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that the INFRA Grant Applications, which were filed with the United States Department of Transportation, were signed by Patrecia Hargrove, the Executive Director of SEAEDD. They were not signed by an NLA employee.

INTERROGATORY NO. 42: Please list all customers on the Line that have expressed an interest to NLA in routing traffic over the Line, and for each such customer, identify its name, location, commodities it handles, any information on its rail shipping history (including commodities shipped, origin or destination for rail shipments, and date or year of shipment), and the date of any such expressions of interest.

Response: NLA objects to this Interrogatory because it is redundant as the names of customers that have expressed an interest in routing traffic over the Line have previously been

provided to DSRR and its attorneys. In fact, such shippers are named in RFP No. 15 and in LPPC's expanded Feeder Line Application.

INTERROGATORY NO. 43: For each customer identified in response to Interrogatory No. 42, please Identify all communications with such customer by respondents.

Response: NLA objects to this Interrogatory because it is redundant as well as overly broad and unduly burdensome. As stated in the foregoing response, the communications that are sought herein were previously provided to DSRR's counsel.

INTERROGATORY NO. 44: Please identify the dates on which any Documents that may be responsive to any of these Interrogatories or RFPs were destroyed, deleted, or purged and the name of the person who destroyed, deleted, or purged such materials.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that following an investigation involving all NLA employes with access

to such Documents, no Documents that may be responsive to these Interrogatories have been destroyed, deleted, or purged.

INTERROGATORY NO. 45: Please describe where, how often, and the name of the system or software used to backup work emails and other electronic documents at NLA.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that it does not have any systems or software used to backup work emails and other electronic documents at NLA.

INTERROGATORY NO. 46: Please list each member or employee whose records were searched to respond to LPPC's discovery requests and the date on which the records were searched.

Response: NLA objects to this Interrogatory on the grounds that it is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing stated objection, NLA responds that between January 6, 2024 through January 26, 2024, records were searched by Daniel B. Robbins, Tim Robbins, Michael Robbins,

Noah Robbins and Missy Courtwright to respond to DSRR's Second Set of Interrogatories and Requests for Production of Documents.

INTERROGATORY NO. 47: Please state what You estimate the costs of operating the Line will be on an annual basis.

Response: NLA responds that because NLA lacks current reliable data regarding the condition of the track between mileposts 472.25 and 498.44, and has not yet finalized an operating plan, NLA is unable to estimate the future costs of operating the Line with any precision.

REQUESTS FOR PRODUCTION OF DOCUMENTS ("RFPs")

RFP NO. 1

Please produce all communications and Documents with shippers concerning either (i) LPPC's feeder line application, (ii) DSRR's service over the Line, (iii) DSRR, or (iv) the shipper's rail transport needs.

Response: NLA objects to RFP No. 1 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. NLA

further objects on the grounds that the request is redundant of DSRR's "Request to Produce," served February 5, 2021, that requested the production of "all Documents identified or otherwise referenced in response to the First Set of Interrogatories." DSRR's Interrogatories Nos. 1 – 6, and No. 9, involved the very materials that are now sought in RFP No. 1. After a thorough search of past communications and documents concerning communications with shippers regarding: (i) LPPC's pending feeder line application, (ii) DSRR's service or lack thereof over the Line, (iii) DSRR and (iv) the shipper's rail transportation needs over the Line, NLA states that copies of prior communications and documents pertaining to DSRR's First Set of RFPs were served on June 23, 2021, on Thomas J. Healey, who was DSRR's second counsel of record. Given the production of such records on June 23, 2021, the renewed demand for production of records that covered the period prior to June 23, 2021, is redundant and unnecessary because they have been available for review for two and a half years. NLA will, consistent with its General Objection No. 9, produce relevant documents

that were generated after June 23, 2021, and that were located during the current search of its records.

RFP NO. 2

Please produce all communications and Documents with LPPC concerning (i) LPPC's feeder line application, (ii) DSRR, (iii) operations over the Line, or (iii) NLA's potential operation of the Line.

Response: With respect to communications and documents with LPPC concerning LPPC's feeder line application, NLA objects to RFP No. 2 on the grounds that it seeks information that is protected by the attorney-client privilege and the attorney-work product doctrine. In further response, NLA did not consult with LPPC regarding the contents of its Verified Statement that was filed in support of LPPC's Feeder Line Application. Moreover, NLA developed its supporting statements based on its communications with shippers who had sought information regarding interchange movements between NLA and DSRR but were denied interchange service due to DSRR management's unwillingness and inability to reopen interchange in 2017. NLA relied on information received from DSRR's former

employees regarding restrictions placed on their ability to accept new interchange business and the required need to focus on storage of rail cars. Because such communications and documents were disclosed and produced in June 2021 in response to DSRR's First Set of Requests to Produce, served February 5, 2021, RFP No. 2 is redundant and unnecessary. NLA further states that the Second Amended Lease, which speaks to NLA's potential operation of the segment of the Lake Providence Branch that is the subject of this proceeding, was filed with the Board and served on DSRR on November 30, 2023. The only other communication between NLA and LPPC involved the need for Wyly Gilfoil to provide mailing addresses for shippers located in Louisiana that were served by DSRR.

RFP NO. 3

Please produce all agreements with LPPC related to LPPC's feeder line application.

Response: NLA's Second Amended Lease Agreement By and Between LPPC and NLA was filed with the Board on November 30, 2023, and served on DSRR's attorneys.

RFP NO. 4

Please produce all Documents and communications with or concerning LPPC and the Line.

Response: *See* Response to RFP No. 2.

RFP NO. 5

Please produce all Documents and communications concerning any refusal by DSRR to provide service over the Line.

Response: NLA objects to RFP No. 5 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further responds as follows: See Response to RFP No. 1. NLA has no Documents or communications post-June 26, 2021 that concern subsequent refusals to provide service over the Line.

RFP NO. 6

Please produce all Documents and communications concerning NLA's estimates, forecasts, and budgets for operating the Line.

Response: NLA responds that it has no documents concerning estimates, forecasts or budgets for operating the Line.

RFP NO. 7

Please produce all Documents or communications concerning the movement in 2022 of a Schnabel car over the Line or for interchange from NLA to DSRR.

Response: NLA objects to RFP No. 7 on the grounds that the request for all communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA will provide all information in its possession related to the movement of the Schnabel car in interchange service with DSRR.

RFP NO. 8

Please produce all Documents and communications discussing or related to interchange with DSRR.

Response: NLA objects to RFP No. 8 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to

which the STB ordered further discovery at this time. NLA further objects on the grounds that the request is redundant of DSRR's "Request to Produce" that requested the production of "all Documents identified or otherwise referenced in response to the First Set of Interrogatories." As herein relevant, Interrogatory No. 7 involved the matters that are now sought in RFP No. 8. After a thorough search of its past communications and documents concerning communications with shippers regarding: (i) LPPC's pending feeder line application, (ii) DSRR's service or lack thereof over the Line, (iii) DSRR and (iv) the shipper's rail transportation needs over the Line, all such past communications and documents were served on June 23, 2021, on Thomas J. Healey, who was DSRR's second counsel of record. Given the production of all such records on June 23, 2021, the renewed demand for production of records that covered the period prior to June 23, 2021 is redundant and unnecessary. Moreover, production of *all* communications, which would include calls made in the ordinary course of business is unduly burdensome, if not impossible. NLA further states that because

there have been no interchange movements since 2017, with one exception, there has been nothing to discuss.

RFP NO. 9

Please produce all Documents and communications with any customer regarding NLA's service to that customer.

Response: NLA objects to RFP No. 9 on the grounds that it is overly broad and unduly burdensome as it requests *all communications* between NLA and its customers regarding NLA's service that have no bearing or relationship on the five issues set forth in 49 U.S.C. § 10907(c)(1) that the Board must consider in determining whether DSRR has failed to provide adequate service to shippers who transport traffic over the Line. NLA further objects on the grounds that communications with its customers regarding matters that are irrelevant to this proceeding are not likely to lead to admissible evidence in this proceeding.

RFP NO. 10

Please produce all Documents or communications concerning any study, report, analysis, assessment, or evaluation of potential traffic on the Line.

Response: NLA states that it has no Document or communication concerning any study, report, analysis, assessment, or evaluation of potential traffic on the Line other than information provided by DSRR while preparing the INFRA Grant Applications. *See* Response to Interrogatory No. 34.

RFP NO. 11

Please produce all Documents and communications with any person regarding submission of, contents of, supporting material for, or attachments to any verified statement signed by any employee of NLA in support of LPPC's feeder line application or any filings made by LPPC in STB Finance Docket No. 36447.

Response: NLA objects to RFP No. 11 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further states that such communications involve privileged communications with counsel and that the request is vague and ambiguous.

RFP NO. 12

Please produce all Documents related to any derailment on the line owned by LPPC and operated by NLA.

Response: NLA states that such documents that relate to the derailments that occurred in the summer of 2023 are already in DSRR's possession.

RFP NO. 13

Please produce all Documents related to any and all INFRA grants (including but not limited to Exhibit A submitted by LPPC on January 4, 2023 in STB Finance Docket No. 36447), including documents regarding grant or denial of the grant, receipt of funds, projected or actual expenditure of funds, or work schedules.

Response: NLA objects to RFP No. 13 on the grounds that it requests information or material that relates to (a) the use of funds from any government grant that has recognized the public interest in providing funds to be used to construct or rehabilitate rail infrastructure; or (b) the use of such funds to fulfill the objectives of the grant. NLA further states that the INFRA Grant, which was approved in 2019, is not the subject of review by the STB and that information, including communications and documents related to

the INFRA Grants which were submitted by SEAEDD on behalf of NLA, LPPC, MPPC, SEAEDD, and DSRR to the United States Department of Transportation, is not relevant to this proceeding and would not likely lead to admissible evidence, and is irrelevant to this proceeding.

RFP NO. 14

Please produce all Documents related to any governmental grants applied for (whether granted or denied) involving the LPPC lines currently operated by NLA or the Line, including for each document regarding the award or denial of the grant, receipt of funds, projected or actual expenditure of funds, or work schedules.

Response: NLA objects to RFP No. 14 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further states that it is not aware of any government grants that have been applied for that involve the LPPC Lines currently operated by NLA or the Line.

RFP NO. 15

Produce all Documents involving LPPC, NLA, SEAEDD, or MPPC and any of the following rail customers or potential rail customers that discuss or relate to rail service provided by either DSR or NLA from 2017 to present:

a. Complex Chemical Co.
b. Terral River Services
c. Helena/South Delta Fertilizer
d. Railcar Co.
e. Stepan Company
f. Clearwater Paper Corp.
g. Livingston Pecan and Metal
h. Epstein Gin & Transloading Co.
i. Hollybrook Gin & Warehouse
j. Riceland Foods
k. Sullivan Log Yard
l. Anderson Trade Group
m. Hensley Farms (f/ka/ Big River Grain)
n. Rail Vehicle Services
o. Helena Chemical
p. Nutrien (f/k/a CPS)
q. MD Power
r. Slipknot (f/k/a Lake Village Seed)
s. Gavilon (f/k/a CHS)
t. APEX
u. Scott Petroleum
v. Bayou Energy, LLC
w. John Deere

Response: NLA objects to RFP No. 15 on the grounds that this request imposes an undue burden on NLA, that is not proportional to the needs of the case and not likely to lead to admissible

evidence. NLA also objects to this RFP because it seeks duplicative information that has been previously provided to DSRR in response to its initial request for production of documents and in LPPC's expanded Feeder Line Application filed January 4, 2023.

RFP NO. 16

Please produce all Documents and communications concerning NLA's or LPPC's investment, lack of investment, or inability to invest in the line segments currently owned by LPPC and operated by NLA.

Response: NLA objects to RFP No. 16 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further states that it is not privy to LPPC's investment in the segments of the lines that it owns and that NLA operates. Furthermore, NLA is not aware that LPPC lacks the ability to invest further in those identical line segments.

RFP NO. 17

Please produce all Documents related to and communications with Northeast Louisiana Railroad Development District regarding any rail property owned by DSRR, including the Line.

Response: NLA objects to RFP No. 17 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further states that it has no documents or records of any communications with the Northeast Louisiana Rail Development District, which is not a party to this proceeding.

RFP NO. 18

Please produce all Documents and communications that include estimates of the cost for any infrastructure or rehabilitation or other capital expenditures on the Line.

Response: Because NLA lacks information regarding the potential costs for the infrastructure or rehabilitation or other

capital expenditures, it has no documents or communications with respect thereto.

RFP NO. 19

Produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or the Governor of Louisiana concerning LPPC's feeder line application.

Response: NLA objects to RFP No. 19 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Notwithstanding the foregoing, NLA further states that its communications with any of the listed governmental entities, if any, are of no substantive relevance to the issues in this case and are subject to its General Objection No. 2. Furthermore, production of such communications would not likely lead to the production of admissible evidence and would not affect the outcome of this proceeding. Moreover, this request is unduly burdensome because all relevant governmental elected officials in both Louisiana and Arkansas have supported

the rehabilitation of the entire Lake Providence Branch Line for many years that predate the filing of LPPC's initial Feeder Line Application on November 12, 2020. Furthermore, the STB's website does not reflect any attempt by any of the elected officials to pressure the Board to take any result on the merits. Instead, Congressional communications have been limited to repeated requests that the Board establish a new procedural schedule consistent with the National Rail Transportation Policy that requires the Board "to provide for the expeditious handling and resolution of all proceedings required or permitted to be brought under this part." 49 U.S.C.A § 10101(15).

RFP NO. 20

Produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning DSRR's service over the Line.

Response: NLA objects to RFP No. 20 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the

STB ordered further discovery at this time. Furthermore, production of such communications would not likely lead to the production of admissible evidence and would not affect the outcome of this proceeding. Notwithstanding the foregoing, NLA relies on its Response to RFP No. 19.

RFP NO. 21

Produce all communications and all Documents with elected officials (including member or committee-staff) of the United States House of Representatives, United States Senate, Louisiana House of Representatives, Louisiana Senate, or Governor of Louisiana concerning LPPC's ability to purchase the Line.

Response: NLA objects to RFP No. 20 on the grounds that the request for such communications and Documents is not relevant to the issue of valuation, which is the only subject as to which the STB ordered further discovery at this time. Furthermore, production of such communications would not likely lead to the production of admissible evidence and would not affect the outcome of this proceeding. Notwithstanding the foregoing, NLA relies on its Response to RFP 19.

AFFIDAVIT

STATE OF ARKANSAS)
) ss:
COUNTY OF POPE)

Daniel B. Robbins, being duly sworn, states that he is the President of North Louisiana & Arkansas Railroad (NLA), and that the facts asserted in NLAA' Responses and Objections to Delta Southern Railroad's Second Set of Interrogatories are known to him to true and that the same are true as stated.

FURTHER SAYETH THE AFFIANT NOT.

_____
Daniel B. Robbins

Subscribed and sworn to before me this __ day of February, 2024.
Notary Public of
My Commission expires _____