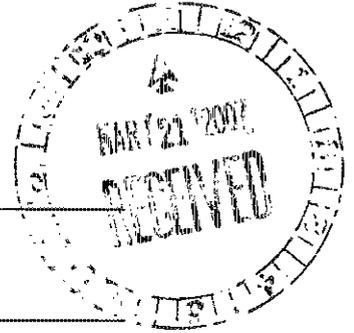


BEFORE THE
SURFACE TRANSPORTATION BOARD



STB DOCKET NO. AB-6 (Sub- No. 430X)

218836

BNSF RAILWAY COMPANY
ABANDONMENT EXEMPTION -
IN OKLAHOMA COUNTY, OKLAHOMA

OFFER OF FINANCIAL ASSISTANCE
OF EDWIN KESSLER

MOTION FOR A PROTECTIVE ORDER PURSUANT TO 49 CFR 1104.14

Comes now Edwin Kessler ("Kessler"), pursuant to 49 CFR 1104.14, who herewith requests that the Board issue a protective order allowing Kessler to make available to the Board, under seal, certain confidential documents and information in connection with his Notice of Intent to File an Offer of Financial Assistance and / or his Offer of Financial Assistance ("Offer") in the above captioned case, which Offer was filed on February 12, 2007. Such confidential documents include personal financial statements, which Kessler does not want published in the public docket. Accordingly, Kessler requests that the Board adopt the protective order contained in the appendix hereto.

Respectfully submitted,

Edwin Kessler
1510 Rosemont Drive
Norman, OK 73072
(405) 360-2194

ENTERED
Office of Proceedings

MAR 21 2007

Part of
Public Record

Filed: March 20, 2007

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March, 2007, a copy of the foregoing Motion for a Protective Order Pursuant to 49 CFR 1104.14, was served by first class mail, postage prepaid, upon the parties of record noted below.


Edwin Kessler

Sidney L. Strickland, Jr.
Sidney Strickland & Associates
Ste 101
3050 K Street, N.W.
Washington, DC 20007
(202) 295-4672

Karl Morell
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1455 F Street, N.W.
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(202) 638-3307

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8th Floor
1920 N Street, N.W.
Washington, DC 20036-1601
(202) 263-4152

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order, "Highly Confidential Information" means the data and documents furnished to the Board by Edwin Kessler ("Kessler") in connection with his Notice of Intent to File an Offer of Financial Assistance and / or his Offer of Financial Assistance, in the above-captioned matter, STB Docket No. AB-6 (Sub No. 430X).

2. Information and documents designated or stamped as "Highly Confidential," **shall not** be disclosed in any way, directly or indirectly, to any party, or to any employee of a party, to these Proceedings, or to any other person or entity **except to an outside counsel** to a party to these proceedings, or to an employee of such outside counsel, who, **before** receiving access to such information or documents, has been given and has read a copy of this Protective Order, has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form of the Undertaking attached to this Protective Order, and has delivered to Kessler the original signed Undertaking **prior** to receiving access to such information or documents.

3. Highly Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or any other purpose. Highly Confidential Information **shall not** be provided or disclosed to any person or entity who is not outside counsel of, or an employee of outside counsel of, any party to this proceeding.

4. Highly Confidential Information **shall not** be disclosed in any way to any person or entity without the prior written consent of Kessler, or an order of the Board, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms and has executed the attached Undertaking prior to receiving access to this information.

5. Any documents containing Highly Confidential Information must be destroyed, and notice of such destruction must be served on Kessler, at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

6. If the Board retains the Highly Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

7. If any party intends to use Highly Confidential Information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such Highly Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such Highly Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Highly Confidential Information in accordance

with the Protective Order.

8. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

9. Highly Confidential Information **may not** be used for any purposes, including, without limitation, any business, commercial or competitive purposes, other than the preparation and presentation of evidence and argument in STB Docket Nos. AB-6 (Sub-No. 430X) and AB-1040X and any related proceedings before the Board, or any judicial review proceedings in connection with STB Docket Nos. AB-6 (Sub-No. 430X) and AB-1040X or with any related proceedings.

UNDERTAKING

HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside counsel for _____, for whom I am acting in STB Docket Nos. AB-6 (Sub-No. 430X) and AB-1040X. I have read the Protective Order governing the filing of Highly Confidential Information by Edwin Kessler ("Kessler") in STB Docket Nos. AB-6 (Sub-No. 430X) and AB-1040X, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under the Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and preservation of evidence and argument in STB Docket Nos. AB-6 (Sub-No. 430X) and AB-1040X, or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this Protective Order and has executed an Undertaking in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as "HIGHLY CONFIDENTIAL," that I will take all necessary steps to assure that said information or documents be kept on a confidential basis by any outside counsel working with me, that under no circumstances will I permit access to said materials or information by employees of my client or its subsidiaries, affiliates, or owners, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting information or documents designated or stamped as "HIGHLY CONFIDENTIAL," kept by outside counsel.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Kessler shall be entitled to specific performance and injunctive and / or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking, but shall be in addition to all other remedies available at law or equity.

Signed: _____ Address: _____

Position: _____

Affiliation: _____ Telephone: _____

Dated: _____

HIGHLY CONFIDENTIAL INFORMATION