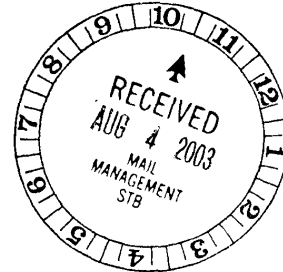


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ORIGINAL

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34388

UNION PACIFIC RAILROAD COMPANY
-- TRACKAGE RIGHTS EXEMPTION --
OMAHA PUBLIC POWER DISTRICT



MOTION FOR PROTECTIVE ORDER

FEE RECEIVED
AUG 4 - 2003
SURFACE
TRANSPORTATION BOARD

UNION PACIFIC RAILROAD COMPANY

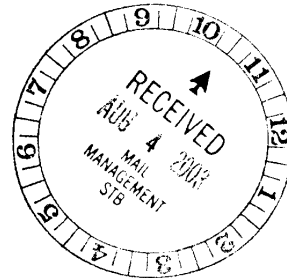
Robert T. Opal
General Commerce Counsel
1416 Dodge Street
Room 830
Omaha, Nebraska 68179
(402) 271-3072
(402) 271-5610 (FAX)

Dated: August 1, 2003

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AUG - 1 - 2003
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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 34388



**UNION PACIFIC RAILROAD COMPANY
-- TRACKAGE RIGHTS EXEMPTION --
OMAHA PUBLIC POWER DISTRICT**

MOTION FOR PROTECTIVE ORDER

This Motion is submitted by Union Pacific Railroad Company pursuant to 49 C.F.R. § 1104.14. It requests that the Board enter a protective order substantially in the form shown in Appendix 1 to this Motion. The purpose of this Motion is to protect the compensation terms of the unredacted trackage rights agreement ("Agreement") which UP has filed with the Board under seal in an envelope marked "Confidential Material Subject to a Request for a Protective Order."

In support of this Motion, UP states as follows:

1. The unredacted Agreement contains compensation terms which are commercially sensitive. The substance of these terms is not relevant to the question of whether the proposed trackage rights qualify for the class exemption in 49 C.F.R. § 1180.2(d)(7). On the other hand, disclosure of the compensation terms could cause commercial and competitive harm to UP.

2. The compensation provisions describe the financial terms of the trackage rights transaction. These terms include the rates to be paid by UP for use of the joint tracks and escalation provisions. Disclosure of this information would be improper, and could adversely effect one or both parties in future trackage rights negotiations.

3. The Surface Transportation Board ("STB") and the Interstate Commerce Commission ("ICC") have granted requests for protective order in prior cases involving similarly sensitive materials.¹ The terms of the requested protective order are, in fact, identical to the terms of a protective order adopted by the Board in UP's Finance Docket No. 33821 cited in the footnote, except that the scope of the proposed order (which applies only to compensation terms) is less broad.

For the reasons stated above, UP respectfully requests that the Board adopt the protective order attached as Appendix 1.

¹ See, e.g., Union Pacific Railroad Company -- Trackage Rights Exemption -- Elgin, Joliet and Eastern Railway Company, STB Finance Docket No. 33021, served December 14, 1999; Union Pacific Railroad Company -- Trackage Rights Exemption -- Elgin, Joliet and Eastern Railway Company, STB Finance Docket No. 33347, served March 21, 1997; Dakota Rail Inc. -- Acquisition of Control and Merger Exemption -- Otter Tail Valley Railroad Company, Inc., STB Finance Docket No. 33133, served October 9, 1996; Saginaw Valley Railway Company, Inc. -- Acquisition Exemption -- CSX Transportation, Inc., STB Finance Docket No. 32829, served June 13, 1996; Huron and Eastern Railway Company, Inc. -- Acquisition -- CSX Transportation, Inc., ICC Finance Docket No. 32826, served December 15, 1995; and Rail America, Inc. -- Control Exemption -- Prairie Holding Corporation and Dakota Rail, Inc., ICC Finance Docket No. 32750, served September 8, 1995.

Respectfully submitted,

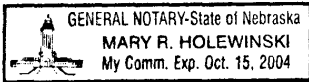
A handwritten signature in cursive script, appearing to read "Robert T. Opal".

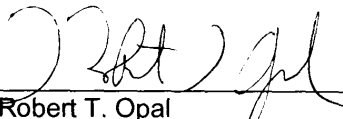
UNION PACIFIC RAILROAD COMPANY
Robert T. Opal
General Commerce Counsel
1416 Dodge Street, Room 830
Omaha, Nebraska 68179-0001
(402) 271-3072 (Direct)
(402) 271-5610 (Facsimile)

VERIFICATION

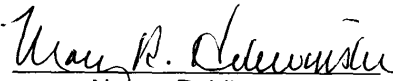
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Robert T. Opal, General Commerce Counsel of Union Pacific Railroad Company, being first duly sworn, deposes and says that he has read the foregoing Notice of Exemption in Finance Docket No. 34388, knows the contents thereof, and that the same are true as stated to the best of his knowledge, information and belief.




Robert T. Opal

Subscribed and sworn to before me this 1st day of August, 2003.


Notary Public

My Commission expires:

October 15, 2004

CERTIFICATE OF SERVICE

I certify that I have this day served a copy of the foregoing document upon
the following by first class United States Mail:

Omaha Public Power District
Attention: Division Manager – Fuels
444 South 16th Street
Omaha, NE 68102-2247

Dated at Omaha, Nebraska this 1st day of August, 2003.


Robert T. Opal

APPENDIX

PROTECTIVE ORDER

1. For the purposes of this Protective Order, "confidential information" means the compensation provisions of the trackage rights agreement of Union Pacific Railroad Company ("UP") and Omaha Public Power District ("OPPD") dated July 25, 2003 .

2. The confidential information shall be used 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 other competitive purpose.

3. The confidential information shall not be disclosed in any way or to any person without the written consent of UP and OPPD or an order of the Board, except: to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and any related Board proceedings, or any judicial review proceeding arising therefrom, provided that such outside counsel or consultant has been given and has read a copy of this Protective order and agrees to be bound by its terms by signing the attached Undertaking prior to receiving access to this information.

4. Any documents containing the confidential information must be destroyed, and notices of such destruction must be served on the Board at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the confidential information is retained by the Board, it shall, in order to be kept confidential, be treated in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use the 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 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 confidential information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such confidential information in accordance with this Protective Order.

7. 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.

UNDERTAKING

I, _____, have read the Protective Order governing the filing of confidential information by UP and OPPD in STB Finance Docket No. 34388 and 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 this 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 Finance Docket No. 34388 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 order and has executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that UP and OPPD shall be entitled to specific performance and injunctive 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 remedies available at law or equity.

(Signature)

Dated: _____