

LAW OFFICES
JOHN D. HEFFNER, PLLC
1750 K STREET, N.W.
SUITE 200
WASHINGTON, D.C. 20006
PH: (202) 296-3333
FAX: (202) 296-3939

BY ELECTRONIC FILING

December 15, 2010

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

RE: GNP RPLY INC. – ACQUISITION AND OPERATION)
EXEMPTION - REDMOND SPUR AND WOODINVILLE)
SUBDIVISION) FD NO. 35407

BNSF RAILWAY COMPANY – ABANDONMENT)
EXEMPTION – IN KING COUNTY, WA) AB-6 (SUB. NO. 463X)

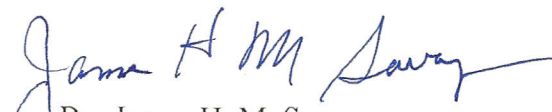
BNSF RAILWAY COMPANY – ABANDONMENT)
EXEMPTION – IN KING COUNTY, WA) AB-6 (SUB. NO. 465X)

Dear Ms. Brown:

On behalf of GNP Rly Inc., I am enclosing for filing in the above-captioned proceedings an original MOTION FOR PROTECTIVE ORDER.

Thank you for your time and consideration.

Sincerely yours,
JOHN D. HEFFNER, PLLC


By: James H. M. Savage
Of counsel

Enc.

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

**STB FINANCE DOCKET NO. 35407
GNP RLY INC.
-- ACQUISITION AND OPERATION EXEMPTION --
REDMOND SPUR AND WOODINVILLE SUBDIVISION**

**STB DOCKET NO. AB-6 (SUB NO. 463X)
BNSF RAILWAY COMPANY
-ABANDONMENT EXEMPTION-
IN KING COUNTY, WA**

**STB DOCKET NO. AB-6 (SUB NO. 465X)
BNSF RAILWAY COMPANY
-ABANDONMENT EXEMPTION-
IN KING COUNTY, WA**

GNP RLY INC.'s MOTION FOR PROTECTIVE ORDER

Submitted By:
John D. Heffner, PLLC
1750 K Street, N.W., Suite 200
Washington, D.C. 20006

James H. M. Savage, Esq.
Of Counsel
(202) 296-3335
Counsel for GNP Rly Inc.

Dated: December 15, 2010

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

**STB FINANCE DOCKET NO. 35407
GNP RLY INC.
-- ACQUISITION AND OPERATION EXEMPTION --
REDMOND SPUR AND WOODINVILLE SUBDIVISION**

**STB DOCKET NO. AB-6 (SUB NO. 463X)
BNSF RAILWAY COMPANY
-ABANDONMENT EXEMPTION-
IN KING COUNTY, WA**

**STB DOCKET NO. AB-6 (SUB NO. 465X)
BNSF RAILWAY COMPANY
-ABANDONMENT EXEMPTION-
IN KING COUNTY, WA**

MOTION FOR PROTECTIVE ORDER

COMES NOW, GNP Rly Inc. ("GNP") pursuant to 49 CFR 1114.21(a) and requests that the Board issue a protective order prohibiting the disclosure of certain proprietary information and further allowing GNP to make available to the Board under seal certain highly confidential documents and information in connection with the above captioned proceedings. The Order is required to permit GNP to disclose certain agreements containing highly confidential commercial terms and to make those documents available to outside counsel for interested parties solely for use in this proceeding.

Submitted herewith under seal are complete and unredacted copies of the following documents:

HIGHLY CONFIDENTIAL MATERIALS

GNP Reply Exhibit H – Investor - GNP Memorandum of Understanding (MOU), dated December 14, 2010 and supporting materials, if any.

CONFIDENTIAL MATERIALS

GNP Reply to Comments, pp. 40-41, rail cost estimates;

GNP Reply Exhibit K – Verified Statement of Rob Finley, dated December 13, 2010, and supporting materials;

GNP Reply Exhibit N – Railworks estimate, dated August 26, 2010; and

GNP Reply Exhibit O – Harmer Steel Products estimate, dated August 3, 2010.

GNP avers that each of the foregoing documents contain sensitive, confidential commercial information the public disclosure of which would be harmful to the parties. GNP further avers that the nature of the highly confidential Investor-GNP MOU is such that no Public version of the documents redacting all confidential proprietary information is feasible. Accordingly, no Public version of this highly confidential document is attached hereto.

GNP believes that the proposed order is similar to those previously approved and issued by the Board and should be utilized here. See, e.g., Keokuk Junction Railway Company d/b/a Peoria And Western Railway-Lease and Operation

Exemption-BNSF Railway Company, STB FD No. 34974 (served December 19,
2006).

Respectfully submitted,

John D. Heffner, PLLC
1750 K Street, N.W. - Suite 200
Washington, D.C. 20006

By: James H M Savage
James H. M. Savage
Of counsel
(202) 296-3335

Counsel for GNP Rly Inc.

Dated: December 15, 2010

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "Confidential Documents" means documents and other tangible materials containing or reflecting Confidential Information.

(b) "Confidential Information" means the RRIF Loan Application furnished by GNP in connection with the above-captioned matters and any other confidential or proprietary business or personal information.

(c) "Designated Material" means any documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance with paragraph 2 or 3 of this Protective Order and any Confidential Information contained in such materials.

(d) "Proceedings" means those before the Surface Transportation Board (Board) concerning the transactions in STB Finance Docket No. 35407 and in STB Docket Nos. AB-6 (Sub Nos. 463X and 465X) (hereinafter, "related proceedings") before the Board, and any judicial review proceedings arising from STB Finance Docket No. 35407 or from any related proceedings before the Board.

2. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, discovery response it produces, transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains Confidential Information or consists of Confidential Documents, then that party may designate and stamp such Confidential Information and Confidential Documents as "CONFIDENTIAL." Any information or documents designated or stamped as "CONFIDENTIAL" shall be handled as provided for hereinafter.

3. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, or a discovery response it produces, or a transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains commercial agreements of any kind; shipper-specific rate or cost data; division of rates, trackage rights compensation levels, other compensation between carriers; or other

competitively sensitive or proprietary information, then that party may designate and stamp such Confidential Information as "HIGHLY CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided hereinafter.

4. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or to any person or entity except to an employee, counsel, consultant, or agent of a party to these Proceedings, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A to this Protective Order.

5. Information and documents designated or stamped as "HIGHLY CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, to any employee of a party to these Proceedings, or to any other person or entity except to an outside counsel or outside consultant to a party to these Proceedings, or to an employee of such outside counsel or outside consultant, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit B to this Protective Order.

6. All parties must file simultaneously a public version of any Highly Confidential or Confidential submission filed with the Board whether the submission is designated a Highly Confidential Version or Confidential Version. When filing a Highly Confidential Version, the filing party does not need to file a Confidential Version with the Board, but must make available (simultaneously with the party's submission to the Board of its Highly Confidential Version) a Confidential Version reviewable by any other party's in-house counsel. The Confidential Version may be served on other parties in electronic format only. In lieu of preparing a Confidential Version, the filing party may (simultaneously with the party's submission to the Board of its Highly Confidential Version) make available to outside counsel for any other party a list of all "highly confidential" information that must be redacted from its Highly Confidential Version prior to review by in-house personnel, and outside counsel for any other party must then redact that material from the Highly Confidential Version before permitting any clients to review the submission.

7. Any party to these Proceedings may challenge the designation by any other party of information or documents as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL" by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenges.

8. Designated Material 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 Finance Docket No. 35407, any related proceedings before the Board, and/or any judicial review proceedings in connection with STB Finance Docket No. 35407 and/or with any related proceedings.

9. Any party who receives Designated Material in discovery shall destroy such materials and any notes or documents reflecting such materials (other than file copies of pleadings or other documents filed with the Board and retained by outside counsel for a party to these Proceedings) at the earlier of: (1) such time as the party receiving the materials withdraws from these Proceedings, or (2) the completion of these Proceedings, including any petitions for reconsideration, appeals or remands.

10. No party may include Designated Material in any pleading, brief, discovery request, or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as "Confidential Materials Subject to Protective Order." See 49 CFR 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in these Proceedings except by order of the Board or of an administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

11. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than this Board in these Proceedings unless: (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not be placed in the public docket in the proceeding, or (2) the pleading or other document is submitted in a sealed package clearly marked, "Confidential Materials Subject to Request for Protective Order," and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the

proceeding, and requesting that if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing party.

12. No party may present or otherwise use any Designated Material at a Board hearing in these Proceedings, unless that party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge or other officer: (a) restrict attendance at the hearing during any discussion of such Designated Material, and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

13. If any party intends to use any Designated Material in the course of any deposition in these Proceedings, that party shall so advise counsel for the party producing the Designated Material, counsel for the deponent, and all other counsel attending the deposition. Attendance at any portion of the deposition at which any Designated Material is used or discussed shall be restricted to persons who may review that material under the terms of this Protective Order. All portions of deposition transcripts or exhibits that consist of, refer to, or otherwise disclose Designated Material shall be filed under seal and be otherwise handled as provided in paragraph 10 of this Protective Order.

14. To the extent that materials reflecting Confidential Information are produced by a party in these Proceedings, and are held and/or used by the receiving person in compliance with paragraphs 1, 2, or 3 above, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this and any related proceedings and will not be deemed a violation of 49 U.S.C. 11904 or of any other relevant provision of the ICC Termination Act of 1995.

15. All parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

16. Nothing in this Protective Order restricts the right of any party to disclose voluntarily any Confidential Information originated by that party, or to disclose voluntarily any Confidential Documents originated by that party, if such

Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other party.

EXHIBIT A

UNDERTAKING-CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 35407 and the related proceedings, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 35407, any related proceedings before the Surface Transportation Board (Board), and/or any judicial review proceedings in connection with STB Finance Docket No. 35407 and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, 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 materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that GNP, or other parties producing Confidential Information or Confidential Documents 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 remedies available at law or equity.

Signed: _____

Affiliation: _____ Dated: _____

Exhibit B

UNDERTAKING-HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside [counsel] [consultant] for _____, for whom I am acting in this proceeding. I have read the Protective Order served on _____, governing the production and use of Highly Confidential Information and Highly Confidential Documents in STB Finance Docket No. 35407 and the related proceedings, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Highly Confidential Information or Highly Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 35407, any related proceedings before the Surface Transportation Board (Board), or any judicial review proceedings in connection with STB Finance Docket No. 35407 and/or with any related proceedings. I further agree not to disclose any Highly Confidential Information, Highly Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Highly Confidential Undertakings 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 ensure that said information or documents be kept on a confidential basis by any outside counsel or outside consultants 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," other than file copies kept by outside counsel of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that GNP or other parties producing Highly Confidential Information or Highly Confidential Documents 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 remedies available at law or equity.

Signed: _____

OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____

CERTIFICATE OF SERVICE

I, James H. M. Savage, hereby certify that a copy of the foregoing Motion for Protective Order of GNP Rly Inc. was sent by first-class United States mail and/or Federal Express or messenger, on December 15, 2010, to the following persons:

Matthew Cohen *
Hunter Ferguson
Stoel Rivals LLP
600 University Street, Site 3600
Seattle, WA 98101

Kristy D. Clark
BNSF Railway
P.O. Box 961039
Fort Worth, TX 76131-2828

Robert vom Eigen *
Jared A. Cook
Foley & Lardner LLP
Washington Harbour
3000 K Street, NW, Suite 500
Washington, DC 20007-5143

Karl Morell *
Ball Janik LLP
1455 F Street, NW, Suite 225
Washington, DC 20005

Kurt Triplett
City of Kirkland
125 5th Avenue
Kirkland, WA 98057

David T. Rankin
BNSF Railway Company
P.O. Box 961039
Fort Worth, TX 76161

Jean M. Cerar
Issaquah Valley Trolley
P.O. Box 695
Issaquah, WA 98052

Tom Carpenter
International Paper
International Place I, 6400 Poplar Avenue
Memphis, TN 38197

Isabel Safora *
Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Kevin Sheys
K&L Gates LLP
1601 K Street, NW
Washington, DC 20006

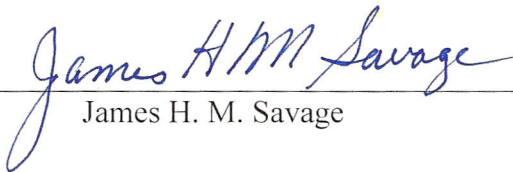
Stave Sarkozy
City Manager
P.O. Box 90012
Bellevue, WA 98009

Charles A. Spitulnik *
Kaplan Kirsch & Rockwell LLP
1001 Connecticut Avenue, NW, Suite 800
Washington, DC 20036

*Federal Express or messenger delivery.

Ernest F. Wilson, PLS
17509 NE 38th Court
Redmond, WA 98052

Andrea C. Ferguson
Rails-To-Rails Trails Conservancy
2121 Ward Court, NW, 5th Floor
Washington, DC 20037


James H. M. Savage

Dated: December 15, 2010