

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS
N°: 450-11-000167-134

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
C. C-36, as amended)

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO.
(MONTREAL, MAINE & ATLANTIQUE CANADA
CIE)**

Debtor-PETITIONER

and

**RICHTER ADVISORY GROUP INC. (RICHTER
GROUPE CONSEIL INC.)**

Monitor

**MOTION FOR AN ORDER APPROVING A PROCESS TO SOLICIT CLAIMS AND
FOR THE ESTABLISHMENT OF A CLAIMS BAR DATE
(Sections 9, 10 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985,
c. C-36 ("CCAA"))**

**TO THE HONOURABLE JUSTICE GAETAN DUMAS OF THE SUPERIOR COURT, SITTING
IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF SAINT-FRANÇOIS, THE
PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:**

PREAMBLE

1. On August 8, 2013, this Honourable Court issued an order extending the protection of the *Companies' Creditors Arrangement Act* ("CCAA") to the Montreal Maine & Atlantic Canada Co. (the "**Petitioner**" or "**MM&A**") pursuant to section 11.02 of the CCAA (as amended on August 23, 2013, the "**Initial Order**");
2. Pursuant to the Initial Order, Richter Advisory Group Inc. (Richter Groupe Conseil Inc.) was appointed as monitor of the Petitioner (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was ordered until and including September 6, 2013 (the "**Stay Period**");
3. The Stay Period has since been extended by order of this Court to January 28, 2014;

4. In addition to protecting the Petitioner, the Stay of Proceedings also extends to inter alia the members of the Petitioner's corporate group (the Petitioner and the other members of its corporate group collectively referred to as the "**Petitioner's Corporate Group**") listed in Schedule "A" hereto and to the persons listed in Schedule "B" hereto (collectively, the "**Non Petitioner Defendants**"). As appears from Schedules "A" and "B", the members of the Petitioner's Corporate Group and the Non Petitioner Defendants include, inter alia, Montreal, Maine & Atlantic Railway Ltd ("**MM&AR**"), (the Petitioner's parent company), as well as their liability insurer, XL Insurance Company Ltd. (the "**Liability Insurer**" or "**XL**");
5. MM&A's filing under the CCAA was precipitated by the tragic train derailment in Lac-Mégantic on July 6, 2013 (the "**Derailment**"). The Derailment also precipitated the filing of Chapter 11 bankruptcy proceedings by MM&AR in the United States Bankruptcy Court, District of Maine (the "**Chapter 11 Case**");
6. On August 21, 2013, the United States trustee appointed Robert J. Keach to serve as trustee in the Chapter 11 Case (the "**Chapter 11 Trustee**") as appears from a copy of the Certificate of Appointment filed herewith as Exhibit P-1;
7. On September 4, 2013, the Court entered an order adopting the Cross-Border Insolvency Protocol (the "**Protocol**"). In light of the Protocol, the Petitioner and Monitor have conferred with the Chapter 11 Trustee appointed in the Chapter 11 Case regarding the relief sought in this Motion;
8. Further to the representations made at the hearing of October 9, 2013, the present Motion seeks an order from the Court (i) establishing a Claims Bar Date of March, 31, 2014 at 5:00 p.m. Montreal time (the "**Claims Bar Date**") for the filing of proofs of claim with the Monitor, (ii) approving the form, manner of notice and the filing procedure of such proofs of claim and (iii) granting such order and further relief as the court deems appropriate;
9. Prior to the Initial Order, numerous lawsuits (the "**Derailment Litigation**") were commenced in the Province of Québec and in Cook County Illinois by or on behalf of victims of the Derailment against, among others, MM&A and/or MM&AR. The Monitor anticipates that claims related to the Derailment may total thousands of claims;
10. The Petitioner requires that a Claims Bar Date as well as procedures governing the filing of proofs of claim be approved by this Court in order to identify the claims that will be asserted against MM&A, including the claims of those who suffered damages as a result of the Derailment (the "**Derailment Victims**"), and enable the Monitor to subsequently seek further directions from this Court to ensure that such claims are administered as efficiently as possible for the benefit of the creditors, including the Derailment Victims, and other parties in interest;
11. Additionally, and in light of the significant likelihood that the Derailment Victims may wish to assert their claim against MM&AR, Petitioner submits that any claims filed in the present CCAA proceedings by the Derailment Victims should be deemed filed in the Chapter 11 Case as well, if a Derailment Victim is claiming against both debtors;

12. The Chapter 11 Trustee is in agreement with the forgoing and will seek an order in the Chapter 11 Case whereby any claim filed in the present CCAA proceedings and deemed to be filed in the Chapter 11 Case will effectively be deemed to be filed in the Chapter 11 Case;
13. This, in turn, will prevent the need for Derailment Victims to file separate proofs of claim in Canada and in the United States;

GROUNDS FOR THIS MOTION

14. In order for the Petitioner to adequately formulate one or more plans of arrangement to be presented to its creditors, it is appropriate that the nature, extent and scope of the claims against it be ascertained;
15. The approval of the Claims Bar Date is necessary in order to identify such Claims with certainty and thereafter determine the most efficient process to value and pay such Claims;
16. In light of the Derailment, it is clear that the nature and scope of the anticipated claims will be particularly varied and will extend significantly beyond the trade claims that often make up the majority of unsecured claims;
17. As a result, and as will be more fully outlined below, it is in the interest of the Petitioner, the Monitor and the creditors that the claims process and the related documents be specifically tailored to the present case;
18. The adoption of the proposed claims process will therefore benefit not only the Petitioner but its creditors as a whole;

THE CLAIMS PROCESS

19. The proposed Order establishes the Claims Bar Date and outlines a procedure for the filing of any claim against the Petitioner based in whole or in part on facts existing prior to the Initial Order;
20. The Petitioner is not seeking an order from the Court in respect of the applicable procedure for the review, determination, adjudication or compromise of claims nor in respect of the calling, holding and conducting of a Creditors' meeting. Indeed, Petitioner believes that such procedures shall be better established after the amount, the number and the nature of the claims against the debtors are determined;
21. The proposed Order further provides that the Monitor shall cause a claims document package (the "**Claims Document Package**") to be sent to each known creditor of the Petitioner within twenty (20) days from the issuance of said Order. This claims package will include French and English versions of the following documents, attached herewith *en liasse* as **Exhibit P-2**:
 - i) A notice to creditors/instruction letter; and
 - ii) A proof of claim form with the following schedules attached thereto:
 - Estate information schedule;

- Claims for economic material or other damages resulting from the death of a person (Schedule 1);
 - Claim for economic, material or other damages resulting from bodily injuries suffered by yourself (Schedule 2A);
 - Claim for economic, material or other damages resulting from bodily injuries (not resulting in death) of another person (Schedule 2B);
 - Claim for economic, material or other damages suffered by an individual (not a business) not resulting from bodily injuries or death of a person (Schedule 3A);
 - Claim for economic, material or other damages suffered by a business not resulting from bodily injuries or death of a person (Schedule 3B);
 - Subrogated insurer claim directly related to damages sustained as a result of the July 6th Derailment in Lac-Mégantic (Schedule 4);
 - Government or municipality claim (Schedule 5);
 - Contribution or indemnity claim (Schedule 6);
 - Claim other than for damages as a result of the July 6, derailment (including claims by employees or former employees of petitioner) (Schedule 7);
22. In addition to mailing the claims package to the known creditors of the Petitioner, said claims package will be published by the Monitor on its website on www.richter.ca within then (10) days from the issuance of the proposed Order;
23. The Monitor will also publish in La Presse, the Montreal Gazette, the Sherbrooke Record, La Tribune and L'Écho de Frontenac, a notice of the Order to be rendered on the present Motion which will set out the Claims Bar Date and the instructions for the creditors with respect to the filing of their proofs of claim (the "**Newspaper Notice**");
24. Furthermore, given that the names and contact information of most of the Derailment Victims are unknown to Petitioner and the Monitor, the Monitor will mail to all the residents of the "MRC du Granit" (including businesses) the Newspaper Notice. Arrangements in that respect have already been made by the Monitor with Canada Post;
25. Finally, the Monitor is currently discussing with the municipality of Lac-Mégantic other possible means to reach out to the Derailment Victims, such as:
- Posting the Newspaper Notice and the Claims Document Package on the City's website;
 - Leaving copies of the Claims Document Package at various locations in the city of Lac-Mégantic;
 - Setting up and attending information meetings in Lac-Mégantic in the course of January 2014 to answer the queries of the Derailment Victims pertaining to the filing of their proofs of claim and, to the extent possible, assist them in that respect;

26. In light of the nature of this matter and, more specifically, the various nature of the claims to be filed by the Derailment Victims, Petitioner respectfully submits that it is essential to the proper administration of those claims that specific proof of claim forms be filed for different types of claims;
27. The information and documents required in support of the foreseen types of claims is such that combining them into a general proof of claim form could result in confusing and incomplete submissions, thus making it impossible to properly establish the general nature and scope of claims, let alone the burden placed on the eventual review and determination process;
28. The Proof of claim forms provided with the claims package (P-2) are specifically tailored to guide creditors so that they may provide as much information as possible to facilitate the review, determination and adjudication of their claims;
29. In the short term, the detailed, individual forms will allow for a more efficient, determination by the Monitor of the general scope, nature and extent of the claims and of the most efficient procedure to review and adjucate the claims;
30. Furthermore, they will facilitate the eventual task of determining which claims may participate in the distribution of the indemnity provided for under XL's third party liability insurance policy. Although XL has acknowledged that it shall be paying out the entire indemnity in the amount of \$25 million; not all types of damage claims may be entitled to share that indemnity since same is available only to claimants having a claim for damages related to the defined "Covered Injury", and those claims would be narrower than claims under general law;
31. Petitioner also submits that only individual persons, estates (successions) and corporations should be permitted to file claims with the Monitor, such that group or class claims should not be allowed;
32. Such groups or class claims would make it impossible for the Monitor to carry out the review, determination, adjudication or compromise of the potential rights of each "class member", which process is essential to ensuring that the rights of other creditors are respected;
33. Moreover, the Chapter 11 Trustee informed Petitioner and the Monitor that the filing of group or class claims in the Chapter 11 proceedings would not be acceptable. Consequently, the filing of group of class claims in the present CCAA proceedings would defeat one of the main purposes of this claims process which is to allow the deemed filing of the Proofs of claims in the Chapter 11 proceedings;
34. In light of the forgoing, it is respectfully submitted that the present Motion should be granted in accordance with its conclusions;

FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

SERVICE

1. ORDER that the Petition is properly presentable on December 19, 2013 and that the time for service of the Petition herein be and is hereby abridged;

DEFINITIONS

2. ORDER that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
- a) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
 - b) "**Business Day**" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the Code of Civil Procedure, R.S.Q., c. C-25, as amended);
 - c) "**CCAA**" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
 - d) "**CCAA Proceedings**" means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
 - e) "**Claim**" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind of the Petitioner owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioner become bankrupt on the Determination Date, and, without limitation, shall include (i) any Unaffected Claim, or (ii) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
 - f) "**Claims Bar Date**" means 5:00 p.m. (Montréal time) on March 31, 2014;
 - g) "**Court**" means the Québec Superior Court (Commercial Division);
 - h) "**Creditor**" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
 - i) "**Creditors' Instructions**" means the instructions for Creditors explaining how to file a Proof of claim;
 - j) "**Creditors' List**" means a list of all Known Creditors;
 - k) "**Chapter 11 Case**" means the Chapter 11 bankruptcy proceedings underway in the United States Bankruptcy Court, District of Maine, in respect of Montreal Maine & Atlantic Railway, Ltd.;

- l) "**Derailment**" means the train derailment that occurred on July 6, 2013 in the municipality of Lac-Mégantic, Québec;
- m) "**Derailment Claim**" means a claim for damages resulting from the Derailment;
- n) "**Designated Newspapers**" means La Presse, The Montreal Gazette, the Sherbrooke Record, La Tribune and L'Echo de Frontenac;
- o) "**Determination Date**" means August 8, 2013;
- p) "**Excluded Claim**" means any right of any Person against the Petitioner in connection with (i) any indebtedness, liability or obligation of any kind which came into existence on or after the Determination Date and any interest thereon, including any obligation of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and (ii) any Claim filed jointly with or between more than one Person and/or Creditor as part of a group or class claim;
- q) "**Excluded Person**" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- r) "**Initial Order**" means the order of this Court made on August 8, 2013 under the CCAA;
- s) "**Known Creditor**" means a Creditor listed in Schedule "A";
- t) "**Monitor**" means Richter Advisory Group Inc., in its capacity as monitor pursuant to the Initial Order;
- u) "**Newspaper Notice**" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [3], which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule "B" hereto;
- v) "**Person**" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- w) "**Plan**" means a plan filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- x) "**Proof of Claim**" means the form of Proof of Claim for Creditors together with its schedules referred to in paragraph 21 hereof, being substantially in the form of Schedule "C" hereto;
- y) "**Protocol**" means the Cross-Border Insolvency Protocol adopted by this Court on September 4, 2013;

- z) **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- aa) **"Restructuring Claim"** means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;
- bb) **"Unaffected Claim"** shall have the meaning ascribed to such term in the Plan;

NOTIFICATION PROCEDURE

3. ORDER that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers once within twenty (20) days from the date of this Order and a second time within ten (10) days of the first publication;
4. ORDER that the Monitor shall publish on its website at www.richter.ca, within ten (10) days of this Order, a copy of the Known Creditors' List and of the Creditors' Instructions shall allow the download of a Proof of claim;
5. ORDER that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions and of a Proof of claim to each Known Creditor within twenty (20) days of this Order;

CLAIMS PROCEDURE

6. ORDER that, unless otherwise authorized by this Court, a Creditor who does not file an individual Proof of Claim before the Claims Bar Date shall not be entitled to i) any further notice, ii) participate as a Creditor in these proceedings, iii) vote on any matter in these Proceedings, including the Plan, iv) advance a Claim against the Petitioner, and v) receive a distribution under the Plan. For greater certainty and without limiting the foregoing, the filing of a Proof of Claim on behalf of a class or group of creditors is forbidden and the filing of any such class or group proof of claim shall be deemed invalid in the present case for all legal intents and purposes;
7. ORDER that a Proof of Claim will be validly filed if and only if it is sent to the Monitor by mail, registered mail, courier, facsimile transmission or e-mail at the following address:

Monitor: Richter Advisory Group Inc.

Attention: Claims department

Address: 1981 McGill College, 12th Floor, Montreal, Québec, H3A 0G6

Fax: 1-800-246-1125

E-mail: mmaclaims@richter.ca

8. ORDER that the Monitor shall be deemed to have received any Proof of Claim sent pursuant to this Order on the date appearing on the postmark if it is sent by mail or on the day it is received if it is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by mail during a postal strike or work stoppage of general application;

DETERMINATION OF CLAIMS AND CREDITORS' MEETING

9. ORDER that the applicable procedures for reviewing and adjudicating Claims and for calling, holding and conducting the Creditors' Meeting shall be established by further Order of the Court. Notice of such procedures shall be provided to the service list in these proceedings and to the Creditors who have timely filed a Proof of Claim in accordance with the terms hereof;

NOTICE OF TRANSFERS

10. ORDER that, if a Creditor who has a Claim transfers or assigns all of its Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors in lieu of the transferor or assignor;
11. ORDER that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioner shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

AID AND ASSISTANCE OF OTHER COURTS


12. REQUEST the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order, the whole in keeping with the Protocol;

GENERAL PROVISIONS

13. ORDER that the form and content of the Creditors' Instructions, the Newspaper Notice and the Proof of Claim are approved;

14. ORDER that upon request by a Creditor any Proof of Claim filed in the present matter with respect to a Derailment Claim shall be deemed to have also been filed in the Chapter 11 Case;
15. ORDER that all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date or such other date or by such other method as may be provided for in the Plan;
16. ORDER that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
17. ORDER that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;
18. ORDER that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
19. ORDER the provisional execution of this Order notwithstanding appeal;
20. THE WHOLE without costs.

MONTREAL, December 13, 2013


GOWLING LAFLEUR HENDERSON LLP
Attorneys for Petitioner

CANADA

COUR SUPÉRIEURE

(Chambre commerciale)

PROVINCE DE QUÉBEC
DISTRICT DE SAINT-FRANÇOIS
N°: 450-11-000167-134

(Loi sur les arrangements avec les créanciers des compagnies, L.R.C. C-36, telle qu'amendée)

DANS L'AFFAIRE DU PLAN D'ARRANGEMENT
ET DE COMPROMIS DE:

**MONTREAL, MAINE & ATLANTIC CANADA CO.
(MONTREAL, MAINE & ATLANTIQUE CANADA
CIE)**

Débitrice-Requérante

-et-

**RICHTER ADVISORY GROUP INC. (RICHTER
GROUPE CONSEIL INC.)**

Contrôleur-Requérant

ATTESTATION D'AUTHENTICITÉ
Selon l'art. 82.1 du C.p.c.

J'atteste que la copie de l'affidavit est conforme au facsimilé de cet acte reçu par télécopieur:

Nature du document : Affidavit de Robert C. Grindrod
Numéro de Cour : 500-11-000167-134
Nom de l'expéditeur : Gaynor Ryan
Numéro du télécopieur émetteur : 207-848-4252
Lieu de la transmission : Bangor, Maine
Date de la transmission : Le 16 décembre 2013
Heure de transmission : 13h03

Montréal, ce 16 décembre 2013


Patrice Benoit
GOWLING LAFLEUR HENDERSON SENCRL, SRL

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS
N°: 450-11-000137-134

(Sitting as a court designated pursuant to the
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C. C-36, as amended)

IN THE MATTER OF THE PLAN OF
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MONTREAL, MAINE & ATLANTIC CANADA CO.
(MONTREAL, MAINE & ATLANTIQUE CANADA
CIE)

Debtor-PETITIONER

and

RICHTER ADVISORY GROUP INC. (RICHTER
GROUPE CONSEIL INC.)

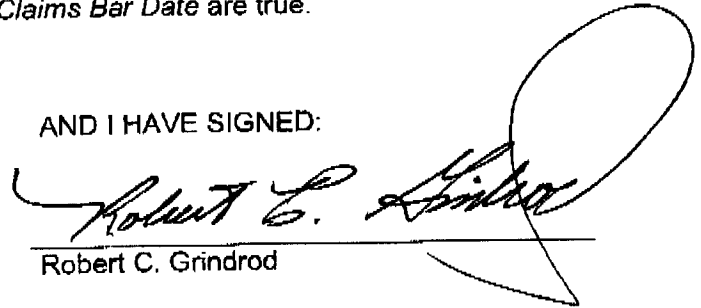
Monitor-Petitioner

AFFIDAVIT OF ROBERT C. GRINDROD

I, the undersigned, Robert C. Grindrod, businessman, doing business at 15 Iron Road, Herman, Maine, USA, 04401, solemnly declare as follows:

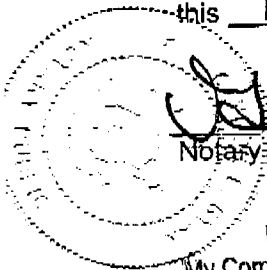
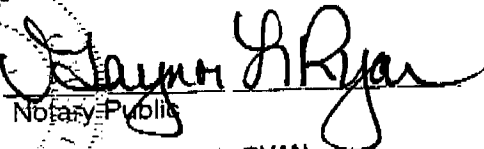
1. I am the President and Chief Executive Officer of Petitioner;
2. All the facts alleged in the present *Motion for an Order Approving a Process to Solicit Claims and for the Establishment of a Claims Bar Date* are true.

AND I HAVE SIGNED:



Robert C. Grindrod

SWORN TO before me Bangor, Maine
this 16th day of December, 2013

Notary Public

GAYNOR L. RYAN
Notary Public, Maine
My Commission Expires May 4, 2015

N° 450-11-000167-134

**SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS**

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CIE)**

Debtor-PETITIONNER

and

RICHTER ADVISORY GROUP INC.

MONITOR

BL0052

AFFIDAVIT OF ROBERT C. GRINDROD

ORIGINAL

Me Patrice Benoit
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CANADA

SUPERIOR COURT
(Commercial Division)

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CIE)**

Debtor-PETITIONER

and

**RICHTER ADVISORY GROUP INC. (RICHTER
GROUPE CONSEIL INC.)**

Monitor

NOTICE OF PRESENTATION

TO: **Service list**

TAKE NOTICE that the present ***Motion for an order approving a process to solicit claims and for the establishment of a claims bar date*** will be presented for adjudication before the Honourable Justice Gaétan Dumas of the Superior Court of Quebec on **December 19, 2013** in room 2 of the Courthouse located at 375 King St. West in Sherbrooke, at 10:00 am or so soon as counsel may be heard

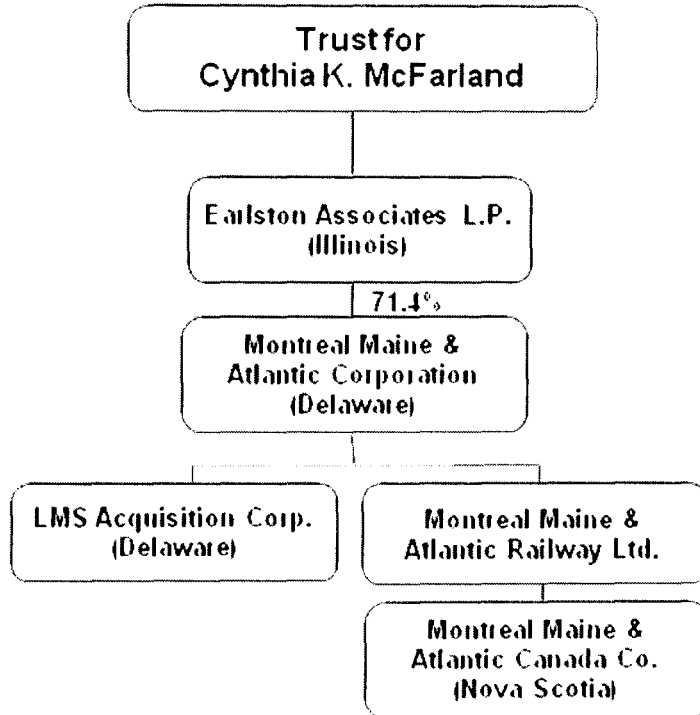
DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, December 13, 2013


GOWLING LAFLEUR HENDERSON LLP
Attorneys for Petitioner

SCHEDULE « A »

MONTREAL, MAINE & ATLANTIC CORPORATE GROUP



SCHEDULE « B »

NON PETITIONNERS DEFENDANTS :

MONTREAL, MAINE & ATLANTIC CORPORATION

MONTREAL, MAINE & ATLANTIC RAILWAY LTD

EARLSTON ASSOCIATES L.P.

EDWARD BURKHARDT

ROBERT GRINDROD

GAYNOR RYAN

DONALD GARNER JR.

JOE McGONIGLE

THOMAS HARDING

XL INSURANCE COMPANY LIMITED

XL GROUP PLC

N° 450-11-000167-134

SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS

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Debtor-PETITIONNER

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RICHTER ADVISORY GROUP INC.

MONITOR

BL0052

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DATE (Sections 9, 10 and 11 of the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36) AND AFFIDAVIT OF
ROBERT C. GRINDROD**

ORIGINAL

Me Patrice Benoit
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