

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF SAINT-FRANÇOIS

N°: 450-11-000167-134

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**SUPERIOR COURT**  
**(Commercial Division)**

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(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**

and

**WHEELING & LAKE ERIE RAILWAY COMPANY**

**INTERVENING PARTY**

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CONTESTATION OF WHEELING & LAKE ERIE RAILWAY COMPANY ("Wheeling")

RE: AMENDED MOTION FOR AN ORDER APPROVING THE DISTRIBUTION OF THE  
PROCEEDS OF SETTLEMENT WITH TRAVELERS PROPERTY CASUALTY COMPANY OF  
AMERICA

TO THE HONOURABLE JUSTICE MARTIN BUREAU OF THE SUPERIOR COURT, SITTING  
IN THE COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF SAINT-FRANÇOIS,  
WHEELING RESPECTFULLY SUBMITS AS FOLLOWS:

**A. INTRODUCTION**

1. Wheeling & Lake Erie Railway Company ("Wheeling") opposes the Motion of  
Montreal, Maine & Atlantic Canada Co. (the "Canadian Debtor") for an Order Approving The

Distribution Of The Proceeds Of Settlement With Travelers Property Casualty Company Of America (the "Distribution Motion") currently pending before this Court (the "Quebec Court") and scheduled to be heard on June 11, 2014.

## **B. PROCEDURAL HISTORY**

2. On or about December 9, 2013, Robert J. Keach, the chapter 11 trustee (the "Trustee") for Montreal, Maine & Atlantic Railway, Ltd. (the "US Debtor") in the proceedings brought by the US Debtor in the United States Bankruptcy Court for the District of Maine (the "US Court") under chapter 11 of the *United States Bankruptcy Code* filed the Chapter 11 Trustee's Motion For Order Approving Compromise And Settlement With Travelers Property Casualty Company Of America (the "9019 Motion"), a true and exact copy of which is attached hereto as **Exhibit C-1**.

3. On or about December 9, 2013, the Trustee filed his Motion For Expedited Hearing, Shortened Objection Period And Limited Notice With Respect To Chapter 11 Trustee's Motion For Order Approving Compromise And Settlement With Travelers Property Casualty Company Of America (the "Motion To Expedite"), a true and exact copy of which is attached hereto as **Exhibit C-2**.

4. On or about December 10, 2013, the Trustee filed his Certificate of Service with respect to the 9019 Motion and the Motion To Expedite, a true and exact copy of which is attached hereto as **Exhibit C-3**. The Certificate of Service certifies that the 9019 Motion and the Motion To Expedite were served upon, among others, all of the insured parties under the policy of insurance issued by Travelers Property Casualty Company of America ("Travelers"), and the attorneys listed in the service listed attached thereto. These attorneys so served included, among others, Denis St. Onge, of Gowling Lafleur Henderson, LLP, 1, Place Ville-Marie, 37<sup>th</sup> Floor, Montreal, Quebec, Canada H3B 3P4, and Sylvain Vauclair, of Woods LLP, 2000 McGill College Avenue, Suite 1700, Montreal, Quebec, Canada H3A 3H3. These



attorneys represent, respectively, the Canadian Debtor and Richter Advisory Group Inc., the court-appointed monitor (the "Monitor") in these proceedings.

5. Consistent with a parallel motion filed before the Quebec Court, the 9019 Motion sought approval of a settlement with Travelers in the amount of US\$3.8 million (the "Settlement Payment") with 35% of that amount allocated to the estate of the US Debtor, and 65% allocated to the estate of the Canadian Debtor.

6. On or about December 12, 2013, Wheeling filed its objection (the "Objection") to the 9019 Motion, a true and exact copy of which is attached hereto as **Exhibit C-4**. Wheeling initially objected to the amount of the Settlement Payment as well as the allocation as between the US Debtor and Canadian Debtor. Wheeling claimed an interest in the entirety of the Settlement Payment under the Uniform Commercial Code as enacted in Maine (11 M.R.S.A. § 9-1101 *et seq.*) and Maine's common law, pursuant to that certain Security Agreement dated June 15, 2009, a copy of which is attached hereto as **Exhibit C-5**.

7. A hearing on the Trustee's 9019 Motion was set before Bankruptcy Judge Kornreich on December 18, 2013. Shortly before the hearing, Wheeling and the Trustee reached an agreement with respect to the 9019 Motion. The Trustee presented the substance of this agreement to Judge Kornreich during the course of a December 18, 2013 hearing in the US Court. Attached hereto as **Exhibit C-6** is a copy of an official transcript of the hearing on December 18, 2013. In relevant part, the hearing included the following:

TRUSTEE: With respect to the Travelers compromise, Your Honor, we had an objection from Wheeling. I would also hasten to add, and Mr. Stemplewicz is on the phone, FRA has submitted a letter to the Canadian court with respect to their potential security interest in the proceeds of the settlement. We acknowledge that that security interest could be claimed in Canada or the U.S. We happen to think these proceeds are free and clear of everybody's security interest but that's not going to be an issue for today. So whatever I say with respect to Wheeling applies equally to the Federal Railroad Administration.

COURT: All right. Let me get my arms around that. The concern raised by FRA and the concern that I have in print from Mr. Marcus on behalf of Wheeling is with disposition of proceeds and there are other issues raise[d] by Mr. Marcus but you're saying that the rights of disposition are reserved?



TRUSTEE: Right. Let me lay that out carefully and Mr. Marcus can correct me if I go astray. What we've agreed with Wheeling and what I was trying to say somewhat less articulately is whatever we give to Wheeling we're giving to the FRA is that the objection to the settlement with Travelers, in other words the payment of \$3.8 million by Travelers and the receipt by Travelers of a release from the estates and the other named insures is consented to by Wheeling and I understand it's also consented to by the FRA, so that the money will come into the estates in the proportion set forth in the motion. It'll be held by both estates in trust subject to a reservation of rights by all parties including Wheeling and the FRA –

COURT: Is it fair to say, as a general proposition, this is a redo of the tax credit situation?

TRUSTEE: Similar. Not quite the same but similar. I mean, everybody's rights are reserved with respect to – is – does any security interest attach to these proceeds? If so, whose? If so, are those interest[s] perfected and the issues as to the allocation between the estates are also reserved.

COURT: All right. And how are those interests to be locked? I see issues between the estate and the secured parties and I see issues between the secured parties. Is there going to be an adversary proceeding or how is this to be done?

TRUSTEE: No. I think what we'll – and Mr. Marcus and I will work this out procedurally – but what we've agreed on is that we'll, you know, join the existing proceedings that are challenging this particular pot of money. We have agreed that this will be decided expeditiously, hopefully, by hearing at the end of February or the beginning of March. We'll submit—

COURT: [The Court inquired about a scheduling order and discovery.]

TRUSTEE: Yeah. Actually, what Mr. Marcus and I were going to propose to submit, Your Honor, was not only an order that implemented this agreement, but also a separate scheduling order on discovery. We've agreed that this should go to a final joint hearing in late February or early March – the first week of March. We think that under the protocol it needs to be, the protocol, a joint hearing so we'll need to coordinate with that with Justice Dumas, as well. Once we've established that joint hearing date we'll back up from that and establish what we think is very limited discovery, but also a briefing of the issues.

COURT: All right. Thank you. And the disposition today of that motion is to be?

TRUSTEE: The disposition today on the motion would be to approve the settlement with Travelers, in other words, the core settlement which is the payment of \$3.8 million and the authorization to release Travelers as proposed by the settlement.

[. . .]

TRUSTEE: [Further colloquy regarding the Court's jurisdiction in light of a then-pending appeal.] I also can't imagine that either the Court in Canada or the U.S. District Court will object in any –

COURT: I can state that I don't presume to speak for Justice Dumas, but we have chatted and subject to his actively hearing the matter in his court, I'm not aware of any issues and, of course, that will depend on whatever objections are presented to him.

TRUSTEE: Thank you, Your Honor.

[Colloquy regarding the necessity for revisions to the form of order approving the settlement.]



TRUSTEE: . . . We do have to revise it extensively to accommodate the FRA and Wheeling and we'll accommodate this, as well, and in the interim we'll work with the District Court.

[Following disposition of the Motion To Expedite, Judge Kornreich asked to hear from counsel for Wheeling, George J. Marcus, to know what issues are reserved.]

MARCUS: I think that Mr. Keach accurately described [the agreement].

[. . .]

MARCUS: . . . I think the reservation of rights is simply that once the money is in the trust account then all parties reserve their rights as to any claims they may have against it.

COURT: All right. So you're not – you're – any objection that you have to the settlement, as such, is withdrawn but all of your rights with respect to the – your interest or purported interest in the proceed are reserved.

MARCUS: That's right. . . .

[. . .]

COURT: We'll look for the revised form of order on Tuesday . . . That disposes of the settlement with Travelers. I want to thank everyone who participated in that, parties and counsel, and opposing parties[.] I think that this is appropriate. Because I have heard no objection to the settlement I have taken that to implicitly mean that there is no objection to the proffer and, therefore, I'm approving this based on the proffer of what would have been in the testimony and other evidence offered by the Trustee and I see no need for testimony under the circumstances.

8. Consistent with the foregoing, on or about December 24, 2013, the US Court entered its Order Approving Chapter 11 Trustee's Motion For Order Approving Compromise And Settlement With Travelers Property Casualty Company Of America on December 24, 2013 (the "9019 Order"), a true and exact copy of which is attached hereto as **Exhibit C-7**. In the 9019 Order, the US Court: (i) authorized the Trustee to settle a coverage dispute with Travelers in consideration of the payment of US\$3.8 million (defined in the 9019 Order as the "Settlement Payment") with 35% allocated to the US Debtor and 65% allocated to the Canadian Debtor subject to a reservation of rights of any party to challenge such allocation; (ii) established a procedure for the adjudication of the rights of Wheeling, the Trustee (for the US Debtor), the Canadian Debtor and Monitor, and the Federal Rail Administration (the "FRA") in and to the Settlement Payment; and (iii) ordered that "[t]he Settlement Payment, **and each portion thereof, shall be held in escrow pending further Order of this Court** or pending an agreement reached between the Trustee, [the Canadian Debtor], Wheeling and the FRA."

[emphasis added] The 9019 Order also established briefing and discovery rights for the Trustee, Wheeling, and, among others, the Canadian Debtor in advance of a joint hearing (the “Joint Hearing”) to be scheduled with this Court to determine

the respective rights of [the US Debtor], [the Canadian Debtor], the FRA and Wheeling, if any, in and to the Settlement Payment in its entirety and/or any portion thereof, including the priority of each party's rights in the same; and (b) the appropriate allocation of the Settlement Payment as between [the US Debtor] and [the Canadian Debtor]. All of the parties' claims, rights and defenses in relation to these issues are hereby expressly preserved.

See 9019 Order, ¶ 8.

9. Based on the Trustee having served the Canadian Debtor and the Monitor with the Motion To Expedite and the 9019 Motion, and the US Court's order finding such service to be adequate, it is Wheeling's position that the Canadian Debtor and the Monitor are parties to and bound by the terms of the 9019 Order.

10. This Court entered a parallel order approving the compromise with Travelers on or about December 19, 2013 (the “CCAA Compromise Order”). Pursuant to the CCAA Compromise Order, the settlement with Travelers was approved in the amount of US\$3.8 million, allocated 65% to the Canadian Debtor and 35% to the US Debtor. This Court ordered that the portion of the Settlement Payment paid to the Monitor be “IN TRUST and shall be kept in trust by the Monitor until further order of this Court[.]” The Court also “ORDERS that the settlement contemplated herein is conditioned upon approval of the similar relief sought by MM&AR in the Chapter 11 Case.”

11. Consistent with the 9019 Order, and the CCAA Compromise Order, the Monitor's Fifth Report to this Court, dated January 22, 2014, states as follows in paragraphs 56 and 57:

56. As discussed in the Monitor's Fourth Report to the Court, as a result of a contestation filed by Wheeling in respect of the allocation of the Settlement Payment between [the Canadian Debtor] and [the US Debtor], no amounts will be disbursed until further order of the Courts [emphasis added]. In this respect, a joint hearing is scheduled for February 26, 2014. The Monitor and its counsel are working with the Chapter 11 Trustee and its professionals to prepare for the joint hearing including responding to and participating in any discoveries



scheduled to take place prior to the joint hearing. Wheeling has served a document request list which is being responded to.

57. As of the date of this Report, Travelers has not forwarded the Settlement Payment to the Monitor and the Chapter 11 Trustee. The Monitor will hold the funds in trust pending the resolution of the Wheeling contestation and a further order by the Court permitting it to pay accrued professional fees owing to the Professionals that are secured by the Administration Charge. (Emphasis added)

A true and exact copy of the Monitor's Fifth Report is attached hereto as **Exhibit C-8**.

12. This statement in the Monitor's Fifth Report accurately reflects the terms of settlement that were reached among the parties, namely that no portion of the US\$3.8 million being paid by Travelers would be released without orders from both the US Court and the Quebec Court. Wheeling relied upon the 9019 Order, the CCAA Compromise Order, and the Monitor's Reports, including the Fifth Report.

13. On February 18, 2014, the Trustee filed an Amended Notice of Hearing with respect to the Joint Hearing pursuant to the 9019 Order setting such hearing for March 12, 2014, at 10 a.m. A true and accurate copy of the Amended Notice of Hearing is attached hereto as **Exhibit C-9**.

14. Also on February 18, 2014, the Trustee filed his Certificate of Service with respect to the aforementioned Amended Notice of Hearing, pursuant to which he certified that counsel for the Canadian Debtor and the Monitor were served with notice of the March 12, 2014, hearing date. A true and accurate copy of the Certificate of Service is attached hereto as **Exhibit C-10**.

15. On February 28, 2014, the US Court made the following Minute Entry on the docket in the US Debtor's chapter 11 proceedings: "In-person status conference held with Judge Kornreich and Justice Dumas. All matters set for hearing on 3/12/14 shall go ahead as scheduled. Appearance list attached." A true and accurate copy of the Minute Entry, and appearance list, is attached hereto as **Exhibit C-11**. The appearance list reflects that counsel for the Canadian Debtor and the Monitor entered appearances at this status conference.

16. On or about March 7, 2014, the Trustee and Wheeling filed a Joint Motion To Continue And Reschedule Hearings On (A) The Rights Of Parties-In-Interest In The Proceeds Of A Certain Insurance Policy Issued By Travelers Casualty Company Of America; And (B) Wheeling & Lake Erie Railway Company's Motion To Enforce Cash Collateral Orders (the "Motion To Continue"), a true and exact copy of which is attached hereto as **Exhibit C-12**. The Motion To Continue requested, among other things, the following relief:

The joint Canadian/U.S. hearing on the BI Policy Proceeds, currently scheduled to be conducted on March 12, 2014 in Bangor, Maine at 10:00 a.m., be postponed until after the Bankruptcy Court resolves the issue of whether Wheeling has a perfected and enforceable statutory or perfected and enforceable common law security interest in the BI Policy Proceeds;  
That the Bankruptcy Court conduct a hearing on the legal issue of whether Wheeling has a perfected and enforceable statutory or perfected and enforceable common law security interest in the BI Policy Proceeds on March 13, 2014, in Portland, Maine at 10:00 a.m. (which hearing will **not** be a joint Canadian/ U.S. hearing).

17. As set forth in the Motion To Continue, "[o]n Wednesday, March 5, 2104 [sic], the Trustee and Wheeling consulted with Canadian counsel for the Receiver who agreed to this course of action."

18. Subsequently, on or about March 12, 2014, the US Court entered an order granting the Motion To Continue, as memorialized in the Minute Entry attached hereto as **Exhibit C-13**, which states:

Minute Entry re: (related document(s): [719] Amended Document filed by Wheeling & Lake Erie Railway Company)Motion granted. Both the Motion to Enforce Cash Collateral Orders and Motion for Order Approving Compromise/Settlement with Travelers are continued to 3/13/14 at 9:00 a.m. in Portland. Order to enter. (LJS)

19. On or about March 12, 2014, the US Court entered an order granting FRA a security interest junior to Wheeling in and to the entirety of the Settlement Payment. Such order is attached hereto as **Exhibit C-14**.

20. On or about April 15, 2014, the US Court entered its Decision And Order Regarding The Proceeds Of Traveler's Insurance Policy Dated April 14, 2014 (the "Travelers



Order”), a true and exact copy of which is attached hereto as **Exhibit C-15**. While the Traveler’s Order adjudicates Wheeling’s claims, on a non-final basis, it contains no language authorizing the disbursement of any of the Settlement Payment from escrow or trust.

21. No leave to appeal from the Travelers Order was required. See 28 U.S.C. § 158(a)(1). Pursuant to Federal Rule Of Bankruptcy Procedure 8002(a), Wheeling had 14 days from the entry of the Travelers Order to file its notice of appeal with the US Court.

22. On or about April 29, 2014, Wheeling filed its timely Notice of Appeal with respect to the Travelers Order which commenced an appeal of the Travelers Order to the Bankruptcy Appellate Panel for the First Circuit (the “BAP”)—an intermediate appellate panel. The Canadian Debtor and the Monitor are named as parties thereto. Until such time as the appeal is resolved by the BAP, the Travelers Order is not a final order. If Wheeling’s appeal is granted, the BAP could determine that Wheeling has a security interest in the US\$3.8 million in aggregate being held in escrow in these proceedings and the Chapter 11 Proceedings or remand this matter to Judge Kornreich for further proceedings. In either case, if Wheeling’s appeal is granted, the matter would be remanded to Judge Kornreich for further proceedings related to allocation of the Settlement Payment among and between the estates of the Canadian Debtor and the US Debtor.

23. On or about May 7, 2014, the Canadian Debtor filed its Distribution Motion before this Court.

24. On or about May 19, 2014, counsel for Wheeling sent counsel for the Canadian Debtor and the Monitor the letter attached hereto as **Exhibit C-16** requesting that the Canadian Debtor and Monitor confirm the representation made by the Monitor in his Fifth Report to this Court that they will not disburse any portion of the Settlement Payment until entry of a final order of the US Court authorizing the same.

25. Subsequently, on or about Tuesday, May 27, 2014, counsel for Wheeling and counsel for the Canadian Debtor and the Monitor conferred by telephone with respect to the

matters set forth in **Exhibit C-17**. Counsel for the Canadian Debtor and the Monitor have taken the position that because there is no stay of the Travelers Order that such order is enforceable and that no order of the US Court is required before the Monitor disburses the portion of the Settlement Payment that it holds.

26. It is Wheeling's position that no stay of the Traveler's Order is required, because the 9019 Order places the entirety of the Settlement Payment in escrow, pending a further order of the US Court. There has been no such order. The Canadian Debtor and the Monitor were parties to the proceedings in the U.S. Court in which the 9019 Order was entered, and the Monitor's Fifth Report indicates without ambiguity that the Monitor fully understood the import of the 9019 Order and the requirement that no disbursement from escrow, or trust, be made until **both** the US Court and the Canadian Court so order.

27. Subsequently, on or about June 4, 2014, and in order to enforce the 9019 Order, Wheeling filed with the US Court its Motion (1) To Enforce Order Granting Chapter 11 Trustee's Motion For Order Approving Compromise And Settlement With Travelers Property Casualty Company Of America Or (2), Alternatively, For A Stay Pending Appeal Of The Decision And Order Regarding The Proceeds Of Traveler's Insurance Policy Dated April 15, 2014 (the "Enforcement Motion"), a true and exact copy of which is attached hereto as **Exhibit C-18**. Wheeling served the Canadian Debtor and the Monitor with the Enforcement Motion.

28. Wheeling also filed a motion to expedite a hearing on the Enforcement Motion and has set both matters for hearing on June 23, 2014. An earlier hearing date of June 10, 2014 for related matters between the Trustee and Wheeling was postponed to June 23, 2014 due to the Court's and counsels' availability.

29. On or about June 5, 2014, the BAP set a scheduling for the preparation, service, and filing of materials with respect to Wheeling's appeal of the Travelers Order, as set forth in the electronic notice from the BAP attached hereto as **Exhibit C-19**. The docket entry states as follows:



BRIEFING ORDER ENTERED: Brief due 06/19/2014 for Appellant Wheeling & Lake Erie Railway Company. Appellees' brief due 07/03/2014 for Appellees Robert J. Keach, Montreal, Maine & Atlantic Canada Co. and Richter Advisory Group, Inc. Reply brief due 07/17/2014 for Appellant Wheeling & Lake Erie Railway Company.

**C. CONCLUSIONS**

30. As of the date hereof, there is no order of the US Court authorizing the disbursement of any portion of the Settlement Payment, and there is no final adjudication of the entitlement of the parties to the Settlement Payment or of the allocation of the Settlement Payment as between the Canadian Debtor and the US Debtor.

31. The Travelers Order is not a final order and will not become a final order unless and until it is affirmed by the appellate courts. More specifically, the Trustee and Wheeling, with the Monitor's agreement, filed the Motion To Continue in order to obtain a ruling from the US Court on whether Wheeling holds a valid and enforceable security interest in and to the Settlement Payment before scheduling a joint hearing on issues of allocation as between the US and Canadian estates.

32. There is no final order on Wheeling's claim that it holds a security interest in and to the Settlement Payment; thus, there has been no determination on the proper allocation between the US and Canadian estates. In Wheeling's view, this is important because it may be that no portion of the Settlement Payment is property of the Canadian estate.

33. It is Wheeling's expectation that upon resolution of its appeal of the Travelers Order resulting in a final determination with respect to Wheeling's claim of a valid and enforceable security interest in and to the Settlement Payment, further proceedings would be necessary with respect to allocation.

34. Wheeling expects that the allocation issue would be resolved following its appeal, if necessary.

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

**ORDER** that the Distribution Motion is adjourned *sine die* or until after both (a) the date that a final decision is rendered in any appeals (including further appeals) of the Travelers Order and (b) in the event that Wheeling is successful in its ultimate appeal(s) from the Travelers Order, the date that the US Court and Canadian render final determinations (including any appeals therefrom) of the allocation of the Settlement Payment as between the Canadian Debtor and US Debtor.

TORONTO, this 9<sup>th</sup> day of June 2014



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Attorneys for Wheeling & Lake Erie Railway  
Company



CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF SAINT-FRANCOIS

N°: 450-11-000167-134

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**SUPERIOR COURT**  
(Commercial Division)

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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**  
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**INTERVENING PARTY**

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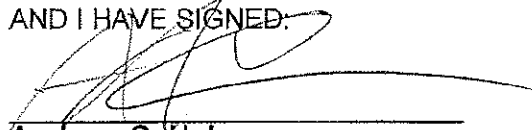
**AFFIDAVIT OF ANDREW C. HELMAN**

I, the undersigned, Andrew C. Helman, carrying on business at One Canal Plaza, Suite 600, Portland, Maine, United States of America, 04011, solemnly declare as follows:

1. I am an attorney with the law firm of Marcus, Clegg & Mistretta, P.A. ("MCM"), with offices at One Canal Plaza, Suite 600, Portland, Maine, United States of America, 04011, and am admitted to practice law in the state and federal courts of Maine, including the United States Bankruptcy Court for the District of Maine (the "US Court").
2. Attorneys at MCM have been retained to represent Wheeling & Lake Erie Railway Company ("Wheeling") with respect to the enforcement of its security interests in the assets of Montreal, Maine & Atlantic Railway, Ltd. (the "US Debtor") and Montreal, Maine & Atlantic Canada Corp. (the "Canadian Debtor"). Our firm is counsel for record for Wheeling in the proceedings brought by the US Debtor under chapter 11 of the United States Bankruptcy Code, which proceedings are pending in the US Court.

3. All the facts alleged in the Contestation of Wheeling are true to the best of my knowledge, information, and belief.

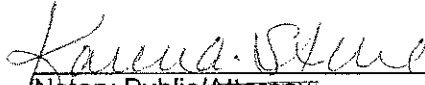
AND I HAVE SIGNED:

  
\_\_\_\_\_  
Andrew C. Helman

STATE OF MAINE  
COUNTY OF CUMBERLAND

June 9, 2014

Personally appeared before me the above-named Andrew C. Helman, and acknowledged under oath that the foregoing was true to the best of his personal knowledge, information, and belief.

  
\_\_\_\_\_  
Notary Public/Attorney

My Commission Expires:

KAREN A. STONE  
Notary Public, Maine  
My Commission Expires December 10, 2018