

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT;
(II) ESTABLISHING NOTICE, SOLICITATION AND VOTING PROCEDURES;
(III) SCHEDULING CONFIRMATION HEARING; AND (IV) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

Upon the motion, dated May 18, 2015 (the "Motion"),¹ of Robert J. Keach, the chapter 11 trustee (the "Trustee") in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the "Debtor"), pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003, 3016, 3017, 3018, 3020, 9013, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 3017-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Maine (the "Local Rules"), for an order (the "Order"): (i) approving the Trustee's proposed *Disclosure Statement for the Trustee's Plan of Liquidation Dated March 31, 2015* [D.E. 1385] (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") with respect to the *Trustee's Plan of Liquidation Dated March 31, 2015* [D.E. 1384] (as may be amended, modified, or supplemented from time to time, the "Plan"); (ii) establishing solicitation and voting procedures; (iii) scheduling a confirmation hearing; and (iv) establishing notice and objection procedures for confirmation of the Plan, all as more fully described in the Motion; and in consideration of the revised Disclosure Statement filed on July 7,

¹ Capitalized terms not otherwise defined herein shall take the meanings ascribed to such terms in the Motion or, as set forth in the Motion, the Plan or Disclosure Statement, as applicable.

as amended on July 16, 2015 (D.E. 1535)

2015[^] and the Trustee's reply to the objections filed to the Motion; and the Bankruptcy Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and due and proper notice of the Motion and the Disclosure Statement Hearing having been provided; and it appearing that no other or further notice need be provided; and the Disclosure Statement Hearing having been held to consider the relief requested in the Motion; and the appearances of all interested parties having been noted in the record of the Disclosure Statement Hearing, and upon the record of the Disclosure Statement Hearing and all of the proceedings had before the Bankruptcy Court; **the Bankruptcy Court hereby determines the following:**

Sufficiency of Notice

A. The Disclosure Statement Notice attached to the Motion in English as **Exhibit B** and in French as **Exhibit C** constituted sufficient notice of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline and no further notice is or was necessary.

B. The Confirmation Hearing Notice attached hereto in English as **Exhibit 1** and the Derailment Claims Notice attached hereto in English as **Exhibit 2**, paired with the French translations of each, comply with Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and constitute good and sufficient notice to all parties in interest of all matters pertinent to the Confirmation Hearing. No other or further notice is necessary.

C. The distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Confirmation Objection Deadline, Confirmation Hearing, and all related matters.

Voting and Ballots

D. Holders of allowed Claims in Classes 1, 2, 3, 4, 5, 6, and 7 are unimpaired (collectively, the “Unimpaired Classes”) and, accordingly, are conclusively presumed to accept the Plan.

E. Holders of Allowed Claims in Class 14 and allowed interests in Class 15 (collectively, the “Non-Voting Impaired Classes,” and together with the Unimpaired Classes, the “Non-Voting Classes”) will not receive or retain any property under the Plan on account of their Claims or interests, as applicable, and accordingly, are deemed to reject the Plan.

F. The special voting and tabulation procedures set forth in the Motion for Holders of certain Wrongful Death Derailment Claims and Derailment Moral Damages and Personal Injury Claims (the “Derailment Claims Tabulation Procedures”) are fair and reasonable under the circumstances.

G. The period during which the Trustee may solicit acceptances to the Plan is a reasonable and sufficient period of time for Holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

H. The ballots substantially in the forms annexed hereto as **Exhibits 3 through 5** (collectively, the “Ballots”), including all voting instructions provided therein, are consistent with Official Form No. 14, address the particular needs of this Chapter 11 Case, and provide

adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

DISCLOSURE STATEMENT

2. The Disclosure Statement Notice complied with Bankruptcy Rules 2002(b) and (d) and 3017(a) and is **APPROVED**.

3. The Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.

4. All objections to the Disclosure Statement that have not been withdrawn or resolved are overruled; to the extent such objections are properly objections to confirmation of the Plan, such objections are reserved for confirmation, to the extent set forth on the record at the Disclosure Statement Hearing.

PLAN SOLICITATION PROCEDURES

Parties Entitled to Vote

5. Except as otherwise provided herein, a creditor who holds a Claim in Classes 8, 9, 10, 11, 12, and 13 (collectively, the "Voting Classes") that is Allowed (as defined in the Plan) or is temporarily allowed as set forth below prior to the Voting Deadline shall be allowed to vote in the amount of such allowed Claim. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its Claim therefor.

Parties Not Entitled to Vote

6. A creditor who holds a Claim in a Voting Class is not entitled to vote on the Plan to the extent that:

- (a) as of the Voting Record Date, the outstanding amount of such Claim is not greater than zero (\$0.00);
- (b) as of the Voting Record Date, such Claim has been disallowed, expunged, disqualified, or suspended; or
- (c) such creditor did not timely file a proof of Claim by the Bar Date or Extended Bar Date, as applicable (or did not receive an order of the Bankruptcy Court prior to the Voting Deadline deeming such Claim timely) and the Trustee either did not schedule such creditor's Claims or scheduled such creditor's Claim as contingent, unliquidated, or disputed or in a zero or an unknown amount.

7. Pursuant to section 1126(f) of the Bankruptcy Code, Holders of Claims in the Unimpaired Classes are not entitled to vote on account of such Claims and, accordingly, the Trustee need not solicit votes from such Holders.

8. Pursuant to section 1126(g) of the Bankruptcy Code, Holders of Claims and interests in the Non-Voting Impaired Classes are not entitled to vote on account of such Claims or interests and, accordingly, the Trustee need not solicit votes from such Holders.

Temporary Allowance of Claims for Voting Purposes

9. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Trustee in any other context, each Claim within a Voting Class is temporarily allowed in an amount equal to the amount of such Claim as set forth in the Schedules or the Debtor's records, as applicable, ***provided*** that:

- (a) If a Claim is deemed allowed under the Plan, such Claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a proof of claim was timely filed in an amount that is liquidated, noncontingent, and undisputed, such Claim is temporarily allowed in the amount set forth on the proof of claim, unless such Claim is disputed as set forth in subparagraph (g) below;

- (c) If a Claim for which a proof of claim has been timely filed is contingent, unliquidated, or disputed, such Claim is accorded one vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution, unless such Claim is disputed as set forth in subparagraph (g) below;
- (d) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- (e) If a Claim is listed in the Schedules as contingent, unliquidated, or disputed or in a zero or an unknown amount, and a proof of claim was not (i) filed by the Bar Date or Extended Bar Date, as applicable, or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, the Trustee proposes that such Claim be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c);
- (f) If a Claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution, unless such Claim is disputed as set forth in subparagraph (g) below;
- (g) If, prior to the Voting Deadline, the Trustee has filed an objection to fully disallow or expunge any proof of Claim, the applicable claimant's vote will not be counted for any purpose with respect to the Plan or the Confirmation Hearing unless and until such claimant obtains an order from the Bankruptcy Court providing otherwise and if, prior to the Voting Deadline, the Trustee has filed an objection seeking to disallow or expunge partially any proof of Claim that has been filed, the applicable claimant's vote will be counted for all purposes with respect to the Plan or the Confirmation Hearing solely to the extent of the undisputed portion of such Claim, unless and until such claimant obtains an order from the Bankruptcy Court providing otherwise; and
- (h) Ballots cast by alleged holders of Claims in a Voting Class who have not timely filed proofs of Claim and whose alleged Claims are not listed on the Debtor's Schedules shall be disallowed for voting purposes.

10. If any creditor seeks to challenge the allowance or disallowance of its Claim for voting purposes, the creditor must file with the Bankruptcy Court a Rule 3018(a) Motion no later than **August 31, 2015**—the **tenth (10th) calendar day** before the Voting Deadline. Upon the

filing of any such motion, the creditor's Ballot shall not be counted unless temporarily allowed by an order of the Bankruptcy Court.

Voting Record Date

11. The Voting Record Date shall be set as **July 15, 2015**. The Voting Record Date shall determine which claim and interest holders in Non-Voting Classes are entitled to receive an appropriate Notice of Non-Voting Status.

12. The record Holders of Claims shall be determined, as of the Voting Record Date, based upon the Schedules and records of the Debtor. Additionally, any documentation evidencing a transfer of a Claim not received and docketed by the Bankruptcy Court on or before the Voting Record Date shall not be recognized for purposes of voting or receipt of the Plan confirmation materials.

13. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001, the transferor of such Claim shall be deemed to be the Holder of the Claim as of the Voting Record Date and be entitled to cast the ballot with respect to that Claim unless the documentation evidencing such transfer was docketed by the Bankruptcy Court on or before the Voting Record Date and no timely objection with respect to such transfer was filed by the transferor.

Solicitation Packages

14. The Solicitation Packages are **APPROVED**.

15. The Voting Solicitation Package shall be distributed to each member of the Voting Classes and shall contain the following materials:

- (a) the Disclosure Statement Order (without exhibits);
- (b) the Disclosure Statement (without the Plan and its exhibits);
- (c) the Derailment Claims Notice (as defined below) in English and in French (to Holders of Derailment Claims);

- (d) the Plan;
- (e) a notice of the time fixed for filing objections to and the hearing to consider confirmation of the Plan, in English and in French (the “Confirmation Hearing Notice”);
- (f) the Plan Supplement (as amended); and
- (g) a Ballot conforming to Official Bankruptcy Form No. 14, in the form described below, and a postage prepaid return envelope.

16. The Non-Voting Solicitation Package shall be distributed to each member of the Non-Voting Classes and shall contain the following materials:

- (a) Notice of Non-Voting Status, in one of the forms described below; and
- (b) the Confirmation Hearing Notice.

17. The Trustee shall distribute the following materials (collectively, the “Notice Solicitation Package”) to: (i) the U.S. Trustee; (ii) counsel for the Creditors’ Committee; (iii) the Internal Revenue Service; (iv) counsel to MMA Canada; (v) the Monitor; (vi) known counsel to Holders of Wrongful Death Claims; (vii) counsel to the Province of Quebec; and (ix) any other party in interest who requests in writing a copy of the Disclosure Statement and the Plan, including any party that has requested notice of pleadings in these chapter 11 cases pursuant to Bankruptcy Rule 2002:

- (a) the Disclosure Statement Order (without exhibits);
- (b) the Disclosure Statement (without the Plan and its exhibits);
- (c) the Plan;
- (d) the Confirmation Hearing Notice; and
- (e) the Plan Supplement (as amended).

18. The Trustee shall distribute the Confirmation Hearing Notice to any party listed in the Debtor's creditor matrix that would not otherwise receive a Solicitation Package.

19. With respect to addressees from which Disclosure Statement Notice or any other materials served during the Chapter 11 Case were returned as undeliverable, the strict notice rule is waived and the Trustee is excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless the Trustee is provided with accurate addresses for such entities before the Solicitation Date. Failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities shall not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017(d) or otherwise.

20. The Trustee is authorized to make non-substantive changes to the Disclosure Statement, the Plan, and related documents without further order of the Bankruptcy Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

Ballots

21. The Ballots substantially in the forms attached hereto as **Exhibits 3 through 5** are **APPROVED**.

22. The Notices of Non-Voting Status substantially in the forms attached hereto as **Exhibits 6 and 7** are **APPROVED**.

23. The Voting Deadline is set as **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)**.

24. All Ballots must be properly executed, completed, and delivered to the Trustee's counsel (i) by first-class mail, in the return envelope provided with each Ballot, (ii) by overnight courier, or (iii) by hand delivery, so that they are actually received by the Trustee's counsel no later than the Voting Deadline.

25. The Trustee shall send a Ballot substantially in the form annexed hereto in English as **Exhibit 3** to Holders of Claims in Classes 9, 10, 11, and 13. The Trustee shall send a Ballot substantially in the form annexed hereto in English as **Exhibit 4** to Holders of Claims in Class 8. The Trustee shall send a Ballot substantially in the form annexed hereto in English as **Exhibit 5** to Holders of Claims in Class 12. For each Ballot contemplated to be sent pursuant to this paragraph, the Trustee shall include a French translation.

26. The Trustee shall send a Notice of Non-Voting Status substantially in the form attached hereto as **Exhibit 6** to creditors in the Non-Voting Classes whose Claims are unimpaired pursuant to the Plan. The Trustee shall send a Notice of Non-Voting Status substantially in the form attached hereto as **Exhibit 7** to Claim or interest holders in the Non-Voting Classes whose Claims or interests are impaired and who are not entitled to receive distributions under the Plan.

Tabulation and Voting Procedures

27. The Derailment Claims Voting Procedures are **APPROVED**.

28. The following Tabulation Procedures are **APPROVED**:

- (a) If a Holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent, and thus, to supersede any prior Ballots.
- (b) If a voter casts a Ballot that is properly completed, executed, and timely returned to counsel for the Trustee, but does not indicate either an acceptance or rejection

of the Plan, the Ballot shall be deemed to reflect the voter's intent to **accept** the Plan.

- (c) If a voter casts a Ballot that is properly completed, executed, and timely returned to counsel for the Trustee, but indicates both an acceptance and a rejection of the Plan, the Ballot shall be deemed to reflect the voter's intent to **accept** the Plan.
- (d) If a voter casts Ballots received by counsel for the Trustee, on the same day, but which are voted inconsistently, such Ballots shall be deemed to reflect the voter's intent to **accept** the Plan.
- (e) The following Ballots shall **not** be counted:
 - i. any Ballot received after the Voting Deadline unless the Trustee shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - ii. any Ballot that is illegible or contains insufficient information to permit the identification of the voter;
 - iii. any Ballot cast by a person or entity that does not hold a Claim in the Voting Classes;
 - iv. any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in the Voting Class;
 - v. any unsigned Ballot;
 - vi. any Ballot which the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited, procured or cast in good faith or in accordance with the provisions of the Bankruptcy Code; or
 - vii. any Ballot transmitted to counsel for the Trustee by facsimile or other means not specifically approved herein.
- (f) If a party that is entitled to vote has more than one Claim (either scheduled or filed or both) within the Voting Classes against the Debtor based upon different transactions, the Trustee proposes that the party shall be entitled to vote on and shall receive a different Ballot for each such Claim.
- (g) If a Class contains Claims and none of such Claims votes, the Class is deemed to **accept** the Plan.

29. The Trustee's counsel shall file with the Bankruptcy Court a certification of the voting results no later than **three (3) business days** prior to the Confirmation Hearing.

CONFIRMATION PROCEDURES

The Confirmation Hearing

30. The Confirmation Hearing shall be held at **9:00 a.m. (prevailing Eastern Time)** on **September 24, 2015**; *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtor without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Trustee with the Bankruptcy Court. In the event of such adjournment or continuance prior to the Voting Certification Deadline or the Confirmation Reply Deadline, each such deadline that has not yet come to pass shall be adjourned or continued for a like number of business or calendar days, as applicable.

Objection Procedures

31. The Confirmation Objection Deadline shall be **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)**.

32. Objections and responses, if any, to confirmation of the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party, the nature and amount of Claims or interests held or asserted by the objecting party against the Debtor's estate or property; and (iv) set forth the basis for the objection and the specific grounds therefore.

33. Any objections or responses must be filed, together with proof of service, with the Bankruptcy Court and served upon and received by the Trustee's counsel, the U.S. Trustee, and counsel to the Creditors' Committee no later than the Confirmation Objection Deadline.

Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, the Bankruptcy Court may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

34. The Trustee is authorized to file and serve replies or an omnibus reply to any objections or responses to confirmation of the Plan, and any affidavits in support thereof, no later than **September 17, 2015**.

35. Objections or responses to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

Confirmation Hearing Notice

36. The Confirmation Hearing Notice annexed hereto in English as **Exhibit 1** is **APPROVED**.

37. The Derailment Claims Notice annexed hereto in English as **Exhibit 2** is **APPROVED**. The Derailment Claims Notice shall be served in French and English on the same parties or persons served with notice of the sanction hearing in connection with the Canadian Plan, as set forth in the Motion.

38. In addition to including the Confirmation Hearing Notice in the Solicitation Packages served upon various parties as set forth above, the Trustee shall publish a notice of the Confirmation Hearing, substantially in the form of the Confirmation Hearing Notice, once not later than **twenty-eight (28) days** before the Confirmation Objection Deadline in *Bangor Daily News*; *Portland Press Herald*; *Wall Street Journal*; and in the following Canadian newspapers: *La Presse* (in French); *La Tribune* (in French); *L'Echo de Frontenac* (in French); *The Gazette* (in English); and *The Sherbrooke Record* (in English).

Procedural Provisions

39. The Trustee is authorized, in his sole discretion, to take any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Bankruptcy Court.

40. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

Dated: July 17, 2015

/s/ Peter G. Cary

THE HONORABLE PETER G. CARY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**NOTICE OF ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT;
(II) ESTABLISHING NOTICE, SOLICITATION AND VOTING PROCEDURES;
(III) SCHEDULING CONFIRMATION HEARING; AND (IV) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

Robert J. Keach, Esq. (the “Trustee”), chapter 11 trustee for the above-captioned case of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), submits this notice (the “Notice”) of the approval of the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as the same may be amended or modified, the “Disclosure Statement”) with respect to the *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as the same may be amended or modified, the “Plan”).¹

YOU SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

HOLDERS OF DERAILMENT CLAIMS AND THOSE WITH INTERESTS IN APPLICABLE INSURANCE ASSETS SHALL BE SUBJECT TO RELEASES AND INJUNCTIONS PRECLUDING PURSUIT OF ANY CLAIM AGAINST CERTAIN PARTIES IN ACCORDANCE WITH THE PLAN AND THE CCAA PLAN, AS WELL AS THE CONFIRMATION ORDER, THE CHAPTER 15 RECOGNITION AND ENFORCEMENT ORDER, AND THE CCAA APPROVAL ORDER. HOLDERS OF DERAILMENT CLAIMS AND THOSE WITH INTERESTS IN APPLICABLE INSURANCE ASSETS SHOULD READ SUCH SECTIONS OF THE PLAN WITH GREAT CARE AND CONSULT WITH COUNSEL REGARDING SUCH RELEASES AND INJUNCTIONS.

¹ Capitalized terms not defined herein will have the meaning ascribed to them in the Plan or Disclosure Statement, as applicable.

IMPORTANT DATES

Please take note of the following important dates ordered by the Court in the Disclosure Statement Order (as defined hereinafter):

1. The deadline to file an objection or response to the Plan is **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline").
2. The deadline to vote on the Plan is **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). **For a ballot to be counted, the Trustee's Noticing and Solicitation Agent (as defined hereinafter) must receive the ballot by the Voting Deadline.**
3. The hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be **September 24, 2015 at 9:00 a.m. (prevailing Eastern Time)**.

A. COURT APPROVAL OF THE DISCLOSURE STATEMENT AND SOLICITATION PROCEDURES

On July 16, 2015, the United States Bankruptcy Court for the District of Maine (the "Court") entered the *Order (I) Approving Proposed Disclosure Statement; (II) Approving Notice, Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; and (IV) Establishing Notice and Objection Procedures for Confirmation of the Plan* [D.E. ____] (the "Disclosure Statement Order") that, among other things: (i) approved the adequacy of the Disclosure Statement filed in support of the Plan; and (ii) authorized the Trustee to solicit acceptances or rejections of the Plan from holders of Impaired Claims who are or may be entitled to receive distributions under the Plan.

B. VOTING RECORD DATE

July 15, 2015 is the Voting Record Date for purposes of determining (i) which holders of Claims are entitled to vote on the Plan and (ii) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the applicable assignee can vote as the holder of the Claim.

C. VOTING DEADLINE

If you held a Claim against the Debtor as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions applicable to your Claim(s) with this Notice. For your vote to be counted in connection with the confirmation of the Plan, you must follow the voting instructions, complete all required information on the Ballot, and execute and return the completed Ballot so that it is **actually received** on or before the Voting Deadline. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

D. OBJECTIONS TO THE PLAN

Any objections to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim; (iv) state with particularity the basis and nature of any objection to the Plan; (v) propose a modification to the Plan that would resolve such objection (if applicable); and (vi) be filed, contemporaneously with a proof of service, with the Court and served so as to be actually received by each of the following notice parties by the Objection Deadline:

<p><i>Chapter 11 Trustee:</i></p> <p>Robert J. Keach, Esq. BERNSTEIN, SHUR, SAWYER & NELSON, P.A. 100 Middle Street P.O. Box 9729 Portland, ME 04104 Telephone: (207) 774-1200 Facsimile: (207) 774-1127</p>	<p><i>U.S. Trustee:</i></p> <p>Stephen G. Morrell, Esq. OFFICE OF THE U.S. TRUSTEE 537 Congress Street Portland, ME 04101 Telephone: (207) 780-3564</p>
---	--

E. CONFIRMATION HEARING.

The Confirmation Hearing will commence on **September 24, 2015 at 9:00 a.m. (prevailing Eastern Time)** before the Honorable Peter G. Cary, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Maine, 537 Congress Street, Second Floor, Portland, Maine 04101. Please be advised that the Confirmation Hearing may be continued from time to time by the Court or the Trustee without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules, or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by the Trustee and without further notice to or action, order, or approval of the Court or any other entity.

F. SOLICITATION PACKAGES.

The Solicitation Package (other than the Ballots) may be obtained at no cost from the Trustee's noticing and solicitation agent (the "Noticing and Solicitation Agent") by writing to Montreal Maine Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022, or by telephone at (855) 388-4576. The Noticing and Solicitation Agent will answer questions regarding the procedures and requirements for voting to accept or reject the Plan, provide additional copies of all materials, and oversee the voting tabulation.

G. TEMPORARY ALLOWANCE OF CLAIMS AND INTERESTS FOR VOTING PURPOSES.

For the purpose of voting only, each claim within a Voting Class be temporarily allowed in an amount equal to the amount of such claim set forth in the Schedules or the Debtor's records, as applicable, subject to the following exceptions:

- (a) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a proof of claim was timely filed in an amount that is liquidated, noncontingent, and undisputed, such claim is temporarily allowed in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph (g) below;
- (c) If a claim for which a proof of claim has been timely filed is contingent, unliquidated, or disputed, such claim is accorded one vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution, unless such claim is disputed as set forth in subparagraph (g) below;
- (d) If a claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- (e) If a claim is listed in the Schedules as contingent, unliquidated, or disputed or in a zero or an unknown amount, and a proof of claim was not (i) filed by the Bar Date or Extended Bar Date, as applicable, or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, the Trustee proposes that such claim be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c);
- (f) If a claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution, unless such claim is disputed as set forth in subparagraph (g) below;
- (g) If, prior to the Voting Deadline, the Trustee has filed an objection to fully disallow or expunge any proof of Claim, the applicable claimant's vote will not be counted for any purpose with respect to the Plan or the Confirmation Hearing unless and until such claimant obtains an order from the Bankruptcy Court providing otherwise and if, prior to the Voting Deadline, the Trustee has filed an objection seeking to disallow or expunge partially any proof of Claim that has been filed, the applicable

claimant's vote will be counted for all purposes with respect to the Plan or the Confirmation Hearing solely to the extent of the undisputed portion of such Claim, unless and until such claimant obtains an order from the Bankruptcy Court providing otherwise; and

- (h) Ballots cast by alleged holders of Claims in a Voting Class who have not timely filed proofs of Claim and whose alleged Claims are not listed on the Debtor's Schedules shall be disallowed for voting purposes.

If any creditor seeks to challenge the allowance or disallowance of its claim for voting purposes, such creditor must file with the Bankruptcy Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes in a different amount (the "Rule 3018(a) Motion"). Upon the filing of any such motion, the creditor's Ballot shall not be counted unless temporarily allowed by an order of the Bankruptcy Court entered prior to or concurrent with entry of an order confirming the Plan. All Rule 3018(a) Motions must be filed no later than the **tenth (10th) calendar day** before the Voting Deadline.

Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

CONCLUSION

The Trustee believes that confirmation and implementation of the Plan is in the best interests of all creditors, and urges holders of Claims to vote to accept the Plan and to evidence such acceptance by returning their ballots so that they will be received no later than **5:00 p.m. (prevailing Eastern Time) on the Voting Deadline.**

Dated: _____, 2015

ROBERT J. KEACH
CHAPTER 11 TRUSTEE OF MONTREAL
MAINE & ATLANTIC RAILWAY, LTD.

By his attorneys:

D. Sam Anderson, Esq.
Lindsay K. Zahradka, Esq. (admitted *pro hac vice*)
Timothy J. McKeon, Esq.
Roma N. Desai, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
Tel: (207) 774-1200
Fax: (207) 774-1127

EXHIBIT 2

Derailement Claims Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**NOTICE TO HOLDERS OF DERAILEMENT CLAIMS OF ORDER
(I) APPROVING PROPOSED DISCLOSURE STATEMENT; (II) ESTABLISHING
NOTICE, SOLICITATION AND VOTING PROCEDURES; (III) SCHEDULING
CONFIRMATION HEARING; AND (IV) ESTABLISHING NOTICE AND
OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

Robert J. Keach, Esq. (the “Trustee”), chapter 11 trustee for the above-captioned case of Montréal Maine & Atlantic Railway, Ltd. (the “Debtor”), submits this notice (the “Notice”) of the approval of the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as the same may be amended or modified, the “Disclosure Statement”) with respect to the *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as the same may be amended or modified, the “Plan”).¹

YOU SHOULD READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE FOLLOWING NOTICE SUMMARIZES CERTAIN KEY PROVISIONS OF PARTICULAR IMPORTANCE TO HOLDERS OF DERAILEMENT CLAIMS BUT IS NOT A SUBSTITUTE FOR REVIEW OF THE FULL PLAN AND DISCLOSURE STATEMENT.

HOLDERS OF DERAILEMENT CLAIMS AND THOSE WITH INTERESTS IN APPLICABLE INSURANCE ASSETS SHALL BE SUBJECT TO RELEASES AND INJUNCTIONS PRECLUDING PURSUIT OF ANY CLAIM AGAINST CERTAIN PARTIES IN ACCORDANCE WITH THE PLAN AND THE CCAA PLAN, AS WELL AS THE CONFIRMATION ORDER, THE CHAPTER 15 RECOGNITION AND ENFORCEMENT ORDER, AND THE CCAA APPROVAL ORDER. HOLDERS OF DERAILEMENT CLAIMS AND THOSE WITH INTERESTS IN APPLICABLE INSURANCE ASSETS SHOULD READ SUCH SECTIONS OF THE PLAN WITH GREAT CARE AND CONSULT WITH COUNSEL REGARDING SUCH RELEASES AND INJUNCTIONS.

¹ Capitalized terms not defined herein will have the meaning ascribed to them in the *Motion for an Order (I) Approving Proposed Disclosure Statement; (II) Establishing Notice, Solicitation, and Voting Procedures; (III) Scheduling Confirmation Hearing; and (IV) Establishing Notice and Objection Procedures for Confirmation of the Plan* [D.E. 1432] or the Plan, as applicable. Certain significant defined terms from the Plan have been reproduced in Appendix A hereto.

IMPORTANT DATES

Please take note of the following important dates ordered by the Court in the Disclosure Statement Order (as defined hereinafter):

1. The deadline to file an objection or response to the Plan is **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline").
2. The deadline to vote on the Plan is **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). **For a ballot to be counted, the Trustee's Noticing and Solicitation Agent (as defined hereinafter) must receive the ballot by the Voting Deadline.**
3. The hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be **September 24, 2015 at 9:00 a.m. (prevailing Eastern Time)**.

A. COURT APPROVAL OF THE DISCLOSURE STATEMENT AND SOLICITATION PROCEDURES

On July 16, 2015, the United States Bankruptcy Court for the District of Maine (the "Court") entered the *Order (I) Approving Proposed Disclosure Statement; (II) Approving Notice, Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; and (IV) Establishing Notice and Objection Procedures for Confirmation of the Plan* [D.E. ___] (the "Disclosure Statement Order") that, among other things: (i) approved the adequacy of the Disclosure Statement filed in support of the Plan; and (ii) authorized the Trustee to solicit acceptances or rejections of the Plan from holders of Impaired Claims who are or may be entitled to receive distributions under the Plan.

B. VOTING RECORD DATE

July 15, 2015 is the Voting Record Date for purposes of determining (i) which holders of Claims are entitled to vote on the Plan and (ii) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the applicable assignee can vote as the holder of the Claim.

C. VOTING DEADLINE

If you held a Claim against the Debtor as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions applicable to your Claim(s) with this Notice. For your vote to be counted in connection with the confirmation of the Plan, you must follow the voting instructions, complete all required information on the Ballot, and execute and return the completed Ballot so that it is **actually received** on or before the Voting Deadline. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

D. OBJECTIONS TO THE PLAN

Any objections to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim; (iv) state with particularity the basis and nature of any objection to the Plan; (v) propose a modification to the Plan that would resolve such objection (if applicable); and (vi) be filed, contemporaneously with a proof of service, with the Court and served so as to be actually received by each of the following notice parties by the Objection Deadline:

<p><i>Chapter 11 Trustee:</i></p> <p>Robert J. Keach, Esq. BERNSTEIN, SHUR, SAWYER & NELSON, P.A. 100 Middle Street P.O. Box 9729 Portland, ME 04104 Telephone: (207) 774-1200 Facsimile: (207) 774-1127</p>	<p><i>U.S. Trustee:</i></p> <p>Stephen G. Morrell, Esq. OFFICE OF THE U.S. TRUSTEE 537 Congress Street Portland, ME 04101 Telephone: (207) 780-3564</p>
---	--

E. CONFIRMATION HEARING

The Confirmation Hearing will commence on **September 24, 2015 at 9:00 a.m. (prevailing Eastern Time)** before the Honorable Peter G. Cary, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Maine, 537 Congress Street, Second Floor, Portland, Maine 04101. Please be advised that the Confirmation Hearing may be continued from time to time by the Court or the Trustee without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Bankruptcy Rules, or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by the Trustee and without further notice to or action, order, or approval of the Court or any other entity.

F. SOLICITATION PACKAGES

The Solicitation Package (other than the Ballots) may be obtained at no cost from the Trustee's noticing and solicitation agent (the "Noticing and Solicitation Agent") (i) at <https://cases.primeclerk.com/mma/>, (ii) by writing to Montréal Maine Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022, or (iii) by telephone at (855) 388-4576. The Noticing and Solicitation Agent will answer questions regarding the procedures and requirements for voting to accept or reject the Plan, provide additional copies of all materials, and oversee the voting tabulation.

G. TEMPORARY ALLOWANCE OF CLAIMS AND INTERESTS FOR VOTING PURPOSES

For the purpose of voting only, each claim within a Voting Class be temporarily allowed in an amount equal to the amount of such claim set forth in the Schedules or the Debtor's records, as applicable, subject to the following exceptions:

- (a) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a proof of claim was timely filed in an amount that is liquidated, noncontingent, and undisputed, such claim is temporarily allowed in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph (g) below;
- (c) If a claim for which a proof of claim has been timely filed is contingent, unliquidated, or disputed, such claim is accorded one vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution, unless such claim is disputed as set forth in subparagraph (g) below;
- (d) If a claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- (e) If a claim is listed in the Schedules as contingent, unliquidated, or disputed or in a zero or an unknown amount, and a proof of claim was not (i) filed by the Bar Date or Extended Bar Date, as applicable, or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, the Trustee proposes that such claim be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c);
- (f) If a claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution, unless such claim is disputed as set forth in subparagraph (g) below;
- (g) If, prior to the Voting Deadline, the Trustee has filed an objection to fully disallow or expunge any proof of Claim, the applicable claimant's vote will not be counted for any purpose with respect to the Plan or the Confirmation Hearing unless and until such claimant obtains an order from the Bankruptcy Court providing otherwise and if, prior to the Voting Deadline, the Trustee has filed an objection seeking to disallow or expunge partially any proof of Claim that has been filed, the applicable claimant's vote will be counted for all purposes with respect to the Plan or the Confirmation Hearing solely to the extent of the undisputed portion of such Claim, unless and until such

claimant obtains an order from the Bankruptcy Court providing otherwise;
 and

- (h) Ballots cast by alleged holders of Claims in a Voting Class who have not timely filed proofs of Claim and whose alleged Claims are not listed on the Debtor’s Schedules shall be disallowed for voting purposes.

If any creditor seeks to challenge the allowance or disallowance of its claim for voting purposes, such creditor must file with the Bankruptcy Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes in a different amount (the “Rule 3018(a) Motion”). Upon the filing of any such motion, the creditor’s Ballot shall not be counted unless temporarily allowed by an order of the Bankruptcy Court entered prior to or concurrent with entry of an order confirming the Plan. All Rule 3018(a) Motions must be filed no later than the **tenth (10th) calendar day** before the Voting Deadline.

Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

H. DISTRIBUTIONS TO HOLDERS OF ALLOWED DERAILMENT CLAIMS

Holders of Derailment Wrongful Death Claims in Class 12 will receive shares of a beneficial interest in the WD Trust. All Claims in Class 12 against the Released Parties² shall be channeled into the WD Trust, where they will be satisfied from certain net proceeds of the Settlement Agreements in accordance with the Plan, the WD Trust Agreement, and the Wrongful Death Claim Resolution Procedures. Based on the current amount of Settlement Funds, the Trustee estimates that, in total, the WD Trust will have more than CAD\$111 million available for distribution to Holders of the Derailment Wrongful Death Claims who timely filed Proofs of Claim and the required supporting documentation, or were deemed to have done so. *In exchange for a share of the beneficial interests in the WD Trust, all Claims that the WD Trust Beneficiaries may hold against any and all of the Released Parties will be released, and WD Trust Beneficiaries will be forever barred, estopped, and enjoined from asserting those Claims against the Released Parties.*

Distributions under the Plan as to all other Derailment Claims are determined by their treatment under the CCAA (Canadian) Plan.³ Under Article 4.2 of the CCAA Plan, creditors will be entitled to certain distributions on their claims as follows:

Category of Claims	Aggregate Distribution from Funds for Distribution
Wrongful Death Claims	24.1% (distributed to WD Trust)
Bodily Injury and Moral Damages Claims	10.4%
Property and Economic Damages Claims	9.0%
Subrogated Insurer Claims	4.1%

² The current list of Released Parties under the Settlement Agreements is set forth on Schedule A attached to this Notice.

³ Capitalized terms used but not otherwise defined in this section shall have the meanings ascribed to such terms in the CCAA Plan.

Category of Claims	Aggregate Distribution from Funds for Distribution
Government Claims	52.4% ⁴
Indemnity Claims	0%
Non-Derailment Claims	0%

Additionally, under Article 4.3 of the CCAA Plan, with the agreement of the Province of Québec and the Federal Government of Canada (Economic Development of Canada, Québec Region), any and all amounts payable pursuant to the CCAA Plan (a) to the Province of Québec out of the XL Indemnity Payment (as defined in the CCAA Plan) and (b) to the Federal Government of Canada (Economic Development of Canada, Québec Region) (collectively the “Reallocated Dividends”) will be distributed as follows:

Category of Claims	Aggregate Distribution from Reallocated Dividends
Wrongful Death Claims	53.3% (distributed to WD Trust)
Bodily Injury and Moral Damages Claims	26.7%
Property and Economic Damages Claims	20.0%

As set forth in Article 7.1 of the CCAA Plan, the Settlement Funds, to the exclusion of the XL Indemnity Payment, shall become the subject of an administrative charge in favor of the Canadian Professionals and shall constitute a carve-out in favor of the U.S. Professionals in order to secure the payment of the fees, disbursements, and entitlement owed or to be owed for services rendered in connection with the CCAA Case and the Chapter 11 Case, up to a maximum of CAD\$20 million based on the existing contributions to the Indemnity Fund.

Upon the approval of the CCAA Plan, the Settling Parties shall pay their respective portions of the Settlement Funds in accordance with their respective Settlement Agreements and in any event not later than thirty (30) days after the Settling Parties have received notice from the Monitor and the Trustee certifying that the CCAA Approval Order, the Class Action Order (as defined in the CCAA Plan) and the Confirmation Order have become Final Orders, and once all funds are contributed, the Monitor will make distributions to creditors within forty-five (45) days after the Plan Implementation Date (as defined in the CCAA Plan).

On June 9, 2015, creditors entitled to vote on the Amended CCAA Plan voted unanimously to accept the Amended CCAA Plan. On June 17, 2015, the CCAA Court held a hearing to consider sanctioning (confirmation) of the Amended CCAA Plan. On July 13, 2015, the CCAA Court entered an order sanctioning the Amended CCAA Plan. Implementation of the Amended CCAA Plan is conditioned upon, among other things, confirmation of the Plan.

⁴ A portion (approximately CAD\$18.3 million) of the distributions on Government Claims are subject to reallocation under Article 4.3 of the CCAA Plan in favor of holders of Wrongful Death Claims (53.3%), Bodily Injury and Moral Damages Claims (26.7%), and Property and Economic Damages Claims (20.0%).

I. Recognition of the CCAA Plan Sanction Order Under Chapter 15 of the Bankruptcy Code

Under the Settlement Agreements, the Monitor in the CCAA (Canadian) Case will also seek to obtain enforcement of the sanction order with respect to the CCAA Plan through filing a chapter 15 case for MMA Canada in the Bankruptcy Court and seeking an order in aid of enforcing the CCAA Plan sanction order pursuant to chapter 15. The Trustee understands that the filing of a petition for recognition under chapter 15 for MMA Canada by the Monitor, along with related pleadings, is imminent.

J. DISTRIBUTION MATRICES FOR CERTAIN DERAILMENT CLAIMS

1. Distributions to Holders of Allowed Derailment Wrongful Death Claims

Under the Plan and the CCAA Plan, individual holders of Allowed Derailment Wrongful Death Claims shall receive distributions in accordance with a matrix of factors shown on Schedule B to this Notice. The distributions to individual holders of Allowed Derailment Wrongful Death Claims shall depend on such factors and the final amount of the Indemnity Fund.

2. Distributions to Holders of Allowed Derailment Moral Damages and Personal Injury Claims

Under the Plan and the CCAA Plan, holders of Allowed Derailment Moral Damages and Personal Injury Claims shall receive distributions in accordance with a matrix of factors shown on Schedule C to this Notice. The distributions to holders of Allowed Derailment Moral Damages and Personal Injury Claims shall depend on such factors and the final amount of the Indemnity Fund.

K. OTHER DERAILMENT CLAIMS

1. Property and Economic Damages Claims

Under the Plan and the CCAA Plan, holders of Allowed Derailment Property Damages Claims shall receive distributions from, in the aggregate, 9% of the Funds for Distribution and 20% of the Reallocated Dividends, to be distributed in accordance with Schedule D to this Notice.

2. Property Subrogated Insurance Claims

Under the Plan and the CCAA Plan, holders of Allowed Derailment Property Subrogated Insurance Claims shall receive distributions from, in the aggregate, 4.1% of the Funds for Distribution on a pro rata basis amongst the other holders of Allowed Derailment Property Subrogated Insurance Claims.

3. Government Claims

Under the Plan and the CCAA Plan, holders of Allowed Derailment Government Claims shall receive distributions from, in the aggregate, 52.4% of the Funds for Distribution on a pro rata basis amongst the other holders of Allowed Derailment Government Claims as follows:

- (a) Province of Québec: 89.9% of the Government Claims;

- (b) The City of Lac-Mégantic: 4.4% of the Government Claims;
- (c) The Federal Government of Canada: 4.6% of the Government Claims; and
- (d) Commission de la Santé et de la Sécurité au Travail: 1.1% of the Government Claims.

L. WD TRUST

Execution of WD Trust Agreement

On or before the Effective Date, the Trustee or Estate Representative, on behalf of the Debtor, and the WD Trustee, on behalf of the WD Trust Beneficiaries and Holders of Allowed Class 12 Claims, shall execute the WD Trust Agreement, and shall perform all other necessary steps to establish the WD Trust.

Purpose of WD Trust

The WD Trust shall be established for the sole purpose of implementing the Plan on behalf of, and for the benefit of, WD Trust Beneficiaries and Holders of Allowed Class 12 Claims, and to serve as a mechanism for liquidating, converting to Cash and distributing the WD Trust Assets for the benefit of WD Trust Beneficiaries and Holders of Allowed Class 12 Claims, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the WD Trust. The WD Trust is organized and established as a trust pursuant to which the WD Trustee, subject to the terms and conditions contained in the WD Trust Agreement and in the Plan, is to hold the WD Trust Assets and dispose of the same in accordance with the WD Trust Agreement and the Plan in accordance with Treasury Regulation section 301.7701-4(d).

Assets of the WD Trust

As soon as practicable after the Effective Date, the Monitor shall pay to the Trustee (or the Estate Representative), or at the instruction of the Trustee (or the Estate Representative) shall pay directly to the WD Trust, the Initial WD Trust Assets and any Additional WD Trust Assets or other funds designated for distribution to Holders of Class 12 Claims and held by the Monitor. The WD Trust shall consist of (a) the Initial WD Trust Assets, which the Estate Representative shall deliver, transfer assign or cause to be delivered, transferred or assigned, as applicable, to the WD Trust, (b) the Additional WD Trust Assets, which, following the Confirmation Date and as soon after receipt as is reasonably practicable, the Estate Representative shall deliver or cause to be delivered to the WD Trust, and (c) any additional assets disbursed to the WD Trust in accordance with the Plan, including from the liquidation or monetization of Settlement Non-Cash Assets. All Assets held by the WD Trust shall constitute the proceeds of Claims for compensatory damages only, paid to the WD Trust Beneficiaries pursuant to the judgment and/or order of a court of competent jurisdiction.

Governance of the WD Trust

The WD Trust will be administered by the WD Trustee. The initial WD Trustee shall be selected by the Trustee, after consultation with U.S. counsel to the Holders of Derailment Wrongful

Death Claims. Subsequent appointments of WD Trustee(s) shall be made in accordance with the provisions of the WD Trust Agreement and the Plan. Decisions with respect to all matters relating to the WD Trust shall be made by the WD Trustee, subject to the terms of the WD Trust Agreement. The WD Trust Agreement shall govern the removal of any WD Trustee and appointment of any successor WD Trustee. The WD Trust Agreement specifies that the WD Trustee shall be a resident of the United States. The WD Trustee shall be bonded in such amount as the Trustee or the U.S. Trustee shall reasonably request or, in the event of a dispute, as set by the Bankruptcy Court.

Role of the WD Trustee

In furtherance of, and consistent with the purpose of, the WD Trust and the Plan, the WD Trustee shall, subject to the terms of the Plan and the WD Trust Agreement, (a) have the power and authority to hold, manage, sell and distribute the WD Trust Assets as set forth herein and in the WD Trust Agreement, (b) have the power and authority to hold, manage, sell and distribute Cash obtained through the exercise of its power and authority (c) have the exclusive power and authority to object to the allowance of, seek the disallowance of or compromise any Class 12 Claim, and (d) have the power and authority to perform such other functions as are provided in the WD Trust Agreement. The WD Trustee shall be responsible for all decisions and duties with respect to the WD Trust and the WD Trust Assets, subject to the terms of the Plan and the WD Trust Agreement. Subject to the provisions of the WD Trust Agreement, in all circumstances, the WD Trustee shall act in furtherance of the purpose of the WD Trust, and shall use commercially reasonable efforts to dispose of the WD Trust Assets and to make timely distributions and not unduly prolong the duration of the WD Trust. In this respect, the WD Trustee shall make distributions strictly in accordance with the Wrongful Death Claim Resolution Procedures unless permitted by a Final Order of the Bankruptcy Court or the District Court (in accordance with section 5.14 of the Plan), to deviate therefrom.

Investments

Investments of all assets, including monies, held in the WD Trust shall be administered, subject to the limitations and provisions set forth in Section 5.8 of the Plan, in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, and with the understanding that it is intended that distributions from the WD Trust to WD Trust Beneficiaries, which will have the effect of liquidating and terminating the WD Trust, will commence immediately upon or soon after the Effective Date of the Plan and will be completed soon thereafter. The WD Trustee shall invest and reinvest the principal and income of the WD Trust and keep the funds of the WD Trust invested in interest-bearing accounts at an approved depository institution to be selected from the U.S. Trustee's List of Authorized Depositories for Bankruptcy Cases filed in Region One, dated May 18, 2015. Each account shall be treated as a single fund without distinction between principal and income. For purposes of this paragraph, "interest-bearing account" may include a money fund whose objectives are current income consistent with liquidity and low risk, the maintenance of a portfolio of high quality, short-term money market instruments, and maintenance of a constant \$1.00 net asset value per share, to the extent the WD Trustee determines that such fund is consistent with provisions for investment set forth in Internal Revenue Service Revenue Procedure 94-45 or any successor guidance issued by the Internal Revenue Service. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the WD Trust as set forth herein. In investing,

reinvesting, exchanging, selling and managing the WD Trust accounts, the WD Trustee shall discharge its duties with respect to said accounts solely in the interest of the accomplishment of the purposes and objectives of the WD Trust. Notwithstanding the foregoing, the WD Trustee shall make continuing efforts to make timely distributions and not unduly prolong the duration of the WD Trust, consistent with the limitations set forth in Internal Revenue Service Revenue Procedure 94-45 or any applicable successor authority.

Fees, Costs and Expenses of the WD Trust

(a) The WD Trust shall pay from the WD Trust Assets (i) all WD Trust Expenses; (ii) any tax liability imposed on the WD Trust; (iii) all obligations or other liabilities incurred or assumed by the WD Trust (including but not limited to any reserves established by the WD Trust); (iv) all expenses reasonably necessary to meet contingent liabilities and to maintain the value of the WD Trust Assets during liquidation; and (v) all expenses reasonably necessary to satisfy any other obligations of the WD Trust set forth in the Plan, the Confirmation Order or the WD Trust Agreement.

(b) The WD Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of proceedings, and shall be reimbursed from the WD Trust Assets for his or her reasonable expenses, including travel expenses, reasonably required and incurred in the performance of his or her duties, in each case subject to the terms and provisions of the Plan and the WD Trust Agreement.

(c) The WD Trustee may retain such law firms or attorneys, experts, advisors, consultants, investigators, appraisers, auctioneers, corporate management services, or other persons or professional firms as the WD Trustee determines, in his or her sole discretion, are necessary, desirable or appropriate to aid in the performance of his or her duties, without the need for further order or notice. The WD Trustee may pay or appropriate funds from the WD Trust Assets necessary to pay the professionals for services rendered and expenses incurred after the Effective Date without any need for filing fee applications under the Bankruptcy Code or approval of any court, subject to the provisions of section 5.10 of the Plan.

Distribution of the WD Trust Assets

The WD Trustee shall distribute the proceeds of the WD Trust Assets strictly in accordance with the Plan, the Confirmation Order, the WD Trust Agreement and the Wrongful Death Claim Resolution Procedures, unless the Bankruptcy Court or the District Court, by Final Order, allows a deviation therefrom. In connection with such distributions, and except as provided below in Section 5.10 of the Plan, the Trustee, the Post-Effective Date Estate and the Estate Representative shall have no responsibility or liability for (a) the creation, existence, operation or administration of the WD Trust; (b) any acts or omissions of the WD Trustee in administering the WD Trust; (c) any reimbursement and reporting obligations under applicable law or regulations; or (d) any payment or non-payment of Claims. The WD Trust shall indemnify and hold harmless the Trustee, the Post-Effective Date Estate and the Estate Representative (but with recourse in all circumstances limited solely to the assets of the WD Trust, and without recourse to the WD Trustee personally or to any WD Trust Beneficiaries) from any and all claims, losses, causes of action, demands, liabilities, expenses, fees, including, but not limited to, attorneys' fees, and costs of any kind arising from or relating to (a) the creation, existence, operation or administration of the WD Trust; (b) any acts or

omissions of the WD Trustee in administering the WD Trust; (c) any reimbursement or reporting obligations under applicable law or regulations; or (d) any payment or non-payment by the WD Trust to any WD Trust Beneficiary. Prior to making any distribution from the WD Trust, the WD Trust shall retain sufficient funds to meet the fees, costs and expenses of the WD Trust.

After having given the WD Trust Beneficiary fifteen (15) days' prior written notice of his intention to proceed with distribution, the WD Trustee in making any distribution to a Holder of a Derailment Wrongful Death Claim may pay to any lawyer or counsel for such Holder any fees due to such lawyer or counsel, including, without limitation, any contingent fees due and owing to such lawyer or counsel; distributions to any WD Trust Beneficiary who is represented by an attorney as established by documentary evidence satisfactory to the WD Trustee shall be made separately to the attorney (for fees) and to the WD Trust Beneficiary (for the net distribution) unless the WD Trust Beneficiary instructs the WD Trustee in writing to issue such payment jointly to the WD Trust Beneficiary and the attorney (or law firm) or to deliver such entire payment to such attorney (or law firm), for later distribution of the net amount to such WD Trust Beneficiary client by such attorney or firm. If a WD Trust Beneficiary is not represented by an attorney, all distributions shall be made directly to the WD Trust Beneficiary. Notwithstanding anything to the contrary in the foregoing it is further *provided, however*, that:

- (i) no payment or distribution of any kind shall be made to any lawyer or counsel allegedly representing the Holder of a Derailment Wrongful Death Claim unless such lawyer or counsel presents to the WD Trustee an executed engagement letter or other document that entitles such lawyer or counsel to such fees or distribution, including any contingent fee (a "Derailment Wrongful Death Client Engagement Letter"), *provided*, for the avoidance of doubt, that the Representation Order entered by the Quebec Superior Court on or about April 4, 2014 in the CCAA Case (the "Representation Order") together with any order assessing counsel fees pursuant thereto, shall also constitute a Derailment Wrongful Death Client Engagement Letter; and
- (ii) no such distribution or payment shall be made by the WD Trustee if:
 - (i) the Derailment Wrongful Death Client Engagement letter has been held to be invalid or inoperative by a final order or ruling entered in any proceeding (including an administrative proceeding) initiated by a party with standing (as defined below) disputing the rights of such lawyer or counsel to fees before any court, administrative tribunal or other forum with jurisdiction over such agreements, in the United States or Canada (collectively a "Proceeding"), in which there was a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter; or
 - (ii) any Proceeding is pending in which there is a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter, unless and until such Proceeding has been concluded by a final order or ruling in favor of the lawyer or counsel involved, and then the distribution to the lawyer or counsel shall be limited by the terms of any such final order or ruling issued in such Proceeding, to the extent such order or ruling contains any such limitations.

For the purposes of subparagraph (b)(ii) above, “party with standing” shall be limited to (x) the individual Holder of a Derailment Wrongful Death Claim in his or her capacity as a client or alleged client (or the parent or guardian of such client or alleged client, if a minor), or (y) any bar-affiliated or governmental entity that regulates the practice of law and is granted such standing as a matter of a governing statute or rule. Neither Class Counsel nor U.S. Counsel (each as defined below), shall be a “party with standing” for purposes of that section, whether or not such counsel holds a power of attorney or like document for such client, and, similarly, the Creditors Committee and its counsel shall not be a “party or parties with standing” under that provision. Holders of Derailment Wrongful Death Claims involved in a Proceeding shall receive the portion of their distributions on account of their Derailment Wrongful Death Claim not in dispute in such Proceeding at the same time and in the same manner as the Holders of other Derailment Wrongful Death Claims not involved in a Proceeding.

For the sole purpose of determining any contingent fee due, all Distributions to a WD Trust Beneficiary shall constitute and be deemed Distributions through and on account of the Derailment Wrongful Death Claims, if any, of the decedent’s estate representative pursuant to which such WD Trust Beneficiary is to receive payment under the Wrongful Death Claims Resolution Procedures, and subject to any contrary terms of any applicable engagement agreement or any other documentation that is acceptable to the WD Trustee, counsel to such decedent’s estate representative shall be entitled to payment based upon the aggregate payment to WD Trust Beneficiaries who take or are deemed by this paragraph to take through such estates; *provided, however*, that application of this paragraph shall be subject to sub-paragraphs (b)(i) and (b)(ii) above and shall not result in the payment by any WD Trust Beneficiary of a fee, contingent or otherwise, to more than one attorney or law firm; and the amount of any contingent fee payable on account of any estate (and the WD Trust Beneficiary’s taking through such estate) to U.S.-based counsel to the Holders of Derailment Wrongful Death Claims (“U.S. Counsel”) will be calculated by first excluding any distributions (including fees) payable to Holders of Derailment Wrongful Death Claims represented solely by counsel appointed pursuant to the Representation Order (the “Class Representatives”) and counsel appointed therein (“Class Counsel”) pending in the Québec Superior Court, and no other fees contingent or otherwise shall be payable on such distributions. For the purposes of this section, a Holder of a Derailment Wrongful Death Claim shall be deemed to be solely represented by the Class Representatives and Class Counsel only if such Holder has (i) not delivered a notice of opt-out from representation in accordance with the Representation Order; (ii) has not signed an engagement agreement, engagement letter, power of attorney or similar document specifying terms of representation with U.S. Counsel; and (iii) has not filed a proof of claim in the Chapter 11 Case, prior to the Claims Bar Date, which designates U.S. Counsel (including local counsel in Bangor, Maine) as such Holder’s counsel. For purposes of this section, such a proof of claim can constitute a Derailment Wrongful Death Client Engagement Letter, subject to any necessary terms of engagement being established by evidence satisfactory to the WD Trustee. Any dispute arising under section 5.10 of the Plan, including any objection of any person or party to a determination by the WD Trustee as to legal representation or payment of fees (collectively, “Representation Disputes”) shall be determined exclusively by *de novo* review before the Bankruptcy Court, subject, however to subparagraph (b)(ii) above in this section.

Resolving Liens.

Before disbursing any WD Trust Assets to a WD Trust Beneficiary, the WD Trustee shall ensure that any Liens that the WD Trustee has received notice of and which may attach to any such

distribution have been resolved or have been otherwise satisfied. To that end, the WD Trustee shall provide notice of the existence of any such Lien(s) to the WD Trust Beneficiary and, if applicable, his or her attorney, and it shall be the WD Trust Beneficiary's (or his or her attorney's) responsibility to resolve such Lien(s) against the WD Trust Beneficiary's anticipated distribution of WD Trust Assets within 120 days of notice from the WD Trustee. If the Lien has not been settled or otherwise resolved within this 120-day time period, with the WD Trust Beneficiary's consent, the WD Trustee may retain a firm with experience in resolving liens to satisfy the WD Trust's Beneficiary's obligations as represented by the Lien(s). Any payments made to resolve such Lien(s), together with the fees paid to the Lien resolution firm, shall be deducted from the WD Trust Beneficiary's distribution of WD Trust Assets prior to disbursement of the balance. Subject to the foregoing provisions Section 5.11 of the Plan, any and all distributions to or for the benefit of WD Trust Beneficiaries shall be free and clear of any and all liens, security interests and encumbrances.

Time of WD Trust Distributions.

Subject to the Wrongful Death Claim Resolution Procedures, the WD Trustee shall have the sole and absolute discretion to determine the timing of distributions of the proceeds of the WD Trust in the most efficient and cost-effective manner possible; *provided, however*, that the WD Trustee's discretion shall be exercised in a manner consistent with the express requirements of the Plan, the Wrongful Death Claim Resolution Procedures, and the requirements of taxation as a grantor trust under applicable Internal Revenue Service guidelines, rulings or other controlling authorities. Absent cause, the WD Trustee will use best efforts to make distributions as quickly and efficiently as feasible, subject only to any delays necessitated by Section 5.14 of the Plan and any orders issued by the District Court under Section 5.14 of the Plan.

Tax Treatment of WD Trust

(a) **WD Trust Assets Treated as Owned by Certain Creditors.** For all United States federal income tax purposes, all parties (including the Estate Representative, the WD Trustee, WD Trust Beneficiaries and Holders of Allowed Class 12 Claims) shall treat the transfer of the WD Trust Assets to the WD Trust as (i) a transfer of the WD Trust Assets (subject to any obligations related to those assets) directly to the WD Trust Beneficiaries and Holders of Allowed Class 12 Claims, followed by (ii) the transfer by such WD Trust Beneficiaries and Holders of Allowed Class 12 Claims of such WD Trust Assets to the WD Trust in exchange for beneficial interests in the WD Trust. Accordingly, the WD Trust Beneficiaries and Holders of Allowed Class 12 Claims shall be treated for federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the WD Trust Assets, if any, or any Disputed Claims reserve as described in Section 7.20 of the Plan). All WD Trust Assets shall be treated solely as compensatory damages.

(b) **Exemption from Transfer Taxes.** Pursuant to section 1146(a) of the Bankruptcy Code, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer from the Trustee, the Estate, the Post-Effective Date Estate or the Estate Representative to the WD Trust or any other Person or any government, governmental agency or any subdivision, department or other instrumentality thereof, pursuant to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment and the Confirmation Order shall direct the appropriate state or local

governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Without limiting the foregoing, any issuance, transfer or exchange of a security or any making or delivery of an instrument of transfer pursuant to the Plan shall be exempt from the imposition and payment of any and all transfer taxes (including but not limited to any and all stamp taxes or similar taxes and any interest, penalties and addition to the tax that may be required to be paid in connection with the consummation of the Plan) pursuant to sections 1146(a), 505(a), 106 and 1141 of the Bankruptcy Code.

(c) **Tax Reporting.** The WD Trustee shall file returns for the WD Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with Section 5.13 of the Plan. The WD Trustee shall also annually send to each record holder of a beneficial interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction or credit and shall instruct all such holders to report such items on their federal income tax returns or to forward the appropriate information to the beneficial holders with instructions to report such items on their federal income tax returns. The WD Trustee shall also file (or cause to be filed) any other statements, returns or disclosures relating to the WD Trust that are required by any Governmental Unit. WD Trust taxable income or loss shall be allocated pro rata based on the total of Allowed Claims of the WD Trust Beneficiaries at the end of the taxable year. As soon as possible after the Effective Date, the WD Trustee shall make a good faith valuation of the WD Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties (including the Estate Representative, the WD Trustee, the WD Trust Beneficiaries and holders of Allowed Class 12 Claims) for all state and federal income tax purposes. The WD Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the WD Trust that are required by any Governmental Unit. The WD Trustee may request an expedited determination of taxes of the WD Trust under section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the WD Trust for all taxable periods through the termination of the WD Trust.

(d) **Withholding of Taxes and Reporting Related to WD Trust Operations.** The WD Trust Assets, as compensatory damages for Derailment Wrongful Death Claims, are not subject to withholding and the WD Trustee shall not be required to withhold any taxes or other amounts from distributions to WD Trust Beneficiaries. The Confirmation Order shall absolve the WD Trustee of any such withholding duties or responsibilities. To the extent that the operation of the WD Trust or the liquidation of the WD Trust Assets creates a tax liability imposed on the WD Trust, the WD Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the WD Trust payable without Bankruptcy Court order.

Resolution of the Claims of Minors in Accordance with the WD Trust.

In connection with any Allowed Class 12 Claims in which the Holder is a minor, the WD Trustee shall notify the parent, guardian, guardian ad litem, adult spouse, next friend, or other representative of the minor of the proposed distribution to such minor. Such parent, guardian, guardian ad litem, adult spouse, next friend, or other representative of the minor shall move for approval of the allocation within ninety (90) days of his or her notification by the WD Trustee of the proposed distribution.

In the event that the parent, guardian, guardian ad litem, adult spouse, next friend, or other representative of the minor does not so move for approval of the allocation within ninety (90) days of his or her notification by the WD Trustee of the proposed distribution, the WD Trustee shall submit the proposed distribution to the holder to the District Court for approval in accordance with 14 M.R.S.A. § 1605 and request that the District Court hold a hearing on the petition, and the petitioner and the Allowed Class 12 Claim Holder may attend any such hearing. The WD Trustee shall request that the District Court determine whether the proposed distribution is in the Allowed Class 12 Claim Holder's best interests and, if the proposed distribution is approved, that determination shall be embodied in an order which shall have the effect of a judgment. Upon approval of the proposed distribution to such Holder of an Allowed Class 12 Claim, the WD Trustee shall request that the District Court authorize payment to the counsel of the minor, if any, of fees and disbursements to be paid from the distribution and further shall order that the remainder of the distribution be distributed in a manner that will best protect the interest of the minor.

Access to Claims Information

Upon request made to the Estate Representative on or after the Effective Date by the WD Trustee, the Estate Representative shall deliver to the WD Trustee, on an un-redacted basis, the relevant lists of Class 12 Claims and all Proofs of Claim and supporting documentation for purposes of effectuating the WD Trust and distributions to Holders of Allowed Class 12 Claims. The Confirmation Order shall include all findings and orders necessary to permit or facilitate such delivery and access, including with respect to any necessary confidentiality of such lists and the proofs of claim, subject to any further orders of the Bankruptcy Court. The WD Trustee shall have access to the Books and Privileges to the extent reasonably required to discharge the duties of the WD Trustee; *provided, however*, that the WD Trustee shall have no control over and shall not have the capacity to waive any attorney-client privilege or work product immunity or privilege held by the Debtor or the Trustee.

Distribution of Surplus

The WD Trustee shall make all payments required to be paid to Holders of Allowed Class 12 Claims under the Plan in accordance with the terms and conditions of the WD Trust Agreement, the Wrongful Death Claim Resolution Procedures, and the Plan. If, and only if, the WD Trustee has made all distributions to WD Trust Beneficiaries permitted under the Wrongful Death Claim Resolution Procedures then the WD Trustee shall transfer any surplus WD Trust Assets to the Disbursing Agent who shall then distribute to the holders of Allowed Class 13 Claims their Pro Rata share of the remaining Cash, if any, of the WD Trust until such Class 13 Claims are paid in full. (The Trustee does not anticipate surplus WD Trust Assets at this time.) For the avoidance of doubt, nothing in this Agreement, the Plan or the CCAA Plan shall limit or cap the recoveries available to victims of the Derailment outside the Plan and this Agreement as against parties other than Released Parties including, without limitation, under the laws of the State of Illinois or the State of Texas.

A. SPECIAL VOTING PROCEDURES

Because individual assessments of the value of certain Derailment Claims can vary, a fixed set of values is to be used solely in connection with determining the amount of such Claims for voting purposes, and based on prior agreements reached with respect to the aggregate allowed

amounts of Claims in particular classes for purposes of distributions under the Plan. These fixed values apply to all Derailment Wrongful Death and Derailment Moral Damages and Personal Injury Claims.

To the extent necessary to determine the outcome of the vote, each individual Holder of a Derailment Wrongful Death Claim or Derailment Moral Damages and Personal Injury Claim is entitled to a vote in a specified dollar amount based upon the matrix points (the “Matrix Points”) assigned to such Derailment Wrongful Death Claim or Derailment Moral Damages and Personal Injury Claims in accordance with Schedules B and C to the Plan (and attached hereto as **Schedules A and B**), and based on the assumed total value of the Claims in each category. For voting purposes, the aggregate value of Derailment Wrongful Death Claims is deemed to be \$200 million, and the aggregate value of Derailment Moral Damages and Personal Injury Claims is deemed to be \$100 million. The dollar value of an individual Holder’s vote will equal the percentage of that Holder’s Matrix Points to total Matrix Points in each Class times the deemed aggregate value of the Claims in such Class (\$200 million or \$100 million) as the case may be. By way of example, if the Holder of a Derailment Wrongful Death Claim would be awarded 5% of the total Matrix Points, the dollar value of his or her vote would be ten million dollars (\$10,000,000.00).

This approach, which will not be binding on a claimant, the Trustee, the WD Trust, or any other party for any purpose other than voting, will eliminate the need to make any individual valuation (whether by estimation or otherwise) regarding Derailment Wrongful Death Claims and Derailment Moral Damages and Personal Injury Claims. In addition, to the extent counsel to the Holder of any Derailment Wrongful Death Claims or Derailment Moral Damages and Personal Injury Claims has been authorized, in writing, to vote such Claim, and counsel submits a Ballot for such Claim in accordance with these procedures, such vote shall be a valid and binding vote as to such Claim.

Other Holders of Derailment Claims will vote based on the amount of their Proof of Claim, if allowed for voting purposes.

B. RELEASES AND INJUNCTIONS.

Please be advised that Article X of the Plan contains the following release, exculpation, and injunction provisions:

1. Exculpations and Limitation of Liability.

As of the Effective Date, none of (a) the Trustee, (b) the Monitor, (c) MMA Canada, or (d) the members, representatives, accountants, financial advisors, consultants and attorneys of the entities described in (a) through (d) of this paragraph shall have or incur any liability to any person for any act taken or omission in connection with or related to the Chapter 11 Case, including but not limited to (i) formulating, preparing, disseminating, implementing, confirming, consummating or administering the Plan (including soliciting acceptances or rejections thereof), (ii) the Disclosure Statement or any contract, release or other agreement or document entered into or any action taken or omitted to be taken in connection with the Plan or the Disclosure Statement, or (iii) any distributions made pursuant to the Plan, except for any acts determined by Final Order to have constituted willful misconduct, bad faith or gross negligence.

2. *Preservation and Non-Waiver of Estate Defenses and Objections and Related Rights Reserved for the Debtor, its Successors in Interest, Creditors and Parties in Interest.*

(a) **No Limitation on Defenses, Set-Off or Right to Subordination as to Claims Against the Estate.** Nothing in the Plan (other than the provisions of Sections 10.5 and 10.6 hereof), the Confirmation Order (other than the provisions therein corresponding to Sections 10.5 and 10.6 hereof), or the Settlement Agreements shall alter, enhance, waive, release or otherwise impair or preclude any of the Estate's defenses, rights to set-off and/or rights to compel subordination as to any Claim or Administrative Expense Claim of any type asserted against the Estate, as otherwise allowed by law, including the right to assert as a defense, set-off or subordination, any claim that would ordinarily or otherwise have to be asserted in or brought by a cross-claim, cross-complaint or separate action.

(b) **No Limitation on Right to Object to Claims or Administrative Expense Claims.** Nothing in the Plan (other than the provisions of Sections 10.5 and 10.6 hereof), the Confirmation Order (other than the provisions therein corresponding to Sections 10.5 and 10.6 hereof), or the Settlement Agreements shall alter, enhance, waive, release or otherwise impair or preclude the right and ability of (i) the Estate Representative and all his or her successors in interest to object to any Claim or Administrative Expense Claim or (ii) the WD Trustee and all his or her successors in interest to object to any Class 12 Claim (collectively, the "Permitted Objections"). The Permitted Objections may include, as part of any objection to any Claim or Administrative Expense Claim, a prayer for denial or disallowance of Claim or Administrative Expense Claim, reduction in amount by off-set, disgorgement of amounts previously paid and/or equitable subordination, as otherwise allowed by law, on any ground that could have been brought by way of lawsuit, adversary proceeding or contested matter but for (i) the releases contained in the Settlement Agreements; (ii) the exculpation contained in section 10.3 of the Plan; (iii) the Releases and Injunctions contained in the Plan; and (iv) the Confirmation Order. In addition, the makers of the Permitted Objections may utilize whatever remedies and procedural vehicles are otherwise available under the law, including, if necessary, an adversary proceeding. Objections to Claims shall be heard and determined by the Bankruptcy Court.

Nothing in the Plan (other than the provisions of sections 10.5 and 10.6 hereof), the Confirmation Order (other than the provisions therein corresponding to Sections 10.5 and 10.6 hereof), or the Settlement Agreements shall alter, enhance, waive, release or otherwise impair or preclude the right and ability of the Trustee or the Estate Representative, and all his successors in interest, to object to any Claim either for the purpose of determining the holder of such Claim's eligibility to vote on the Plan or the amount of such Claim.

3. *Releases.*

(a) **Settlement Agreement Releases Supplemented; No Impact on Rights to Object.** Except as expressly provided in sections 10.5, 10.8 or 10.9 of the Plan, nothing in Section 10.5 of the Plan or otherwise in the Plan or the Confirmation Order, shall affect, release or otherwise limit the rights and duties of the parties to the Settlement Agreements to enforce or comply with the provisions of the Settlement Agreements. The rights and duties of the parties under the Settlement Agreements are set forth in and shall be governed by the Settlement Agreements. The following releases shall be in addition to and are intended to supplement any releases included in the Settlement Agreements as between the parties to such Settlement

Agreements. In the event of any inconsistency between the Plan or the Confirmation Order and the Settlement Agreement(s), the terms of the Settlement Agreement(s) will apply with respect to the particular parties thereto; *provided, however*, that all Settlement Agreements are subject to Sections 10.5, 10.8 and 10.9 of the Plan. Except as expressly set forth in the Settlement Agreements, nothing in this particular Plan or the Releases set forth herein shall affect any rights of the Trustee or the Estate Representative to object to the allowance, amount, priority or secured status of the Claims of any party receiving a release under the Plan as provided in sections 502, 503, 506, 507, 509 or 510 of the Bankruptcy Code, including with respect to any right of setoff or recoupment, to the extent such Claims are not released, discharged or satisfied under any Settlement Agreement, under the Plan, or pursuant to the Confirmation Order. Nothing herein shall affect any limitation contained in any Settlement Agreement with respect to the release granted to any Released Party. Notwithstanding the definition of “Claim” in section 1.36 of the Plan, for the purposes of Article 10 of the Plan, including, without limitation, the Releases and Injunctions, “Claim” or “Claims” means, as the context requires, past, present and future claims, causes of action, obligations, rights, liens, suits, judgments, orders, application of any kind including for judicial review, remedies, interests, actions, liabilities, demands, duties, injuries, compensation, damages, expenses, fees, and/or costs of whatever kind or nature (including attorney’s fees and expenses), whether foreseen or unforeseen, known or unknown, asserted or unasserted, contingent or matured, liquidated or unliquidated, whether in tort, contract, extra-contractual responsibility or otherwise, whether statutory, at common law, civil law, public law or in equity, regardless of the legal theory, including but not limited to claims for breach of contract, tort, breach of the implied covenant of good faith and fair dealing, loss of support, loss of consortium, statutory or regulatory violations, for indemnity or contribution, for any damages either moral, material, bodily injury, punitive, exemplary or extra-contractual damages of any type, in any jurisdiction (i) in any way arising out of, based upon, or relating in any way, in whole or in part, directly or indirectly, whether through a direct claim, cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention, contribution claim, indemnity claim, reimbursement claim, class action or otherwise, (A) to the Derailment, including any claims held or asserted by any Person for wrongful death, personal injury, emotional distress, loss of support, loss of consortium, property damage, economic loss, moral damage, material damage and bodily injury or environmental damage, remediation or exposure or (B) to the XL Policies, including the issuance thereof, coverage, reimbursement, or payment thereunder, and any act or omission of an insurer of any type for which a Holder of a Claim might seek relief in connection therewith, and/or (ii) that would otherwise constitute a claim as against MMA, MMA Canada or their Estates (A) provable in bankruptcy under the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, had MMA Canada become bankrupt on August 6, 2013 and/or (B) within the definition of “claim” set forth in section 101(5) of the Bankruptcy Code. Without limiting the foregoing, “Claim” or “Claims” for purposes of Article 10 of the Plan includes all Claims in Classes 8, 9, 10, 11 and 12.

(b) **Releases.**

(i) **Releases by the Debtor and Estate Representative(s).** *Subject in all respects to the provisions of Sections 9.1 and 9.3 of the Plan and full performance under the applicable Settlement Agreement(s) applicable to the particular Released Parties, on the Effective Date, the Debtor, the Trustee, the Estate Representative(s) and the Estate shall unconditionally release, and hereby are deemed to forever unconditionally release, the Released Parties, including, without limitation, the Released Parties’ respective attorneys and advisors (solely in their respective capacities as such), from any and all Derailment Claims, Causes of*

Action, and all other Claims (including any Claims assigned by the Other Released Parties to the Trustee, MMA Canada or their designee pursuant to a Settlement Agreement and (including any Claims or Causes of Action for contribution, indemnity, reimbursement or seeking the enforcement, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against any one or more of the Other Released Parties or property of any one or more of the Other Released Parties, or otherwise), debts, obligations, demands, liabilities, suits, judgments, damages, rights, remedies and Post-Confirmation Causes of Action, whatsoever (other than the right to enforce the obligations under the Plan, the Settlement Agreements and the contracts, instruments, releases and other agreements and documents delivered thereunder), whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, whenever arising, in law, equity or otherwise, that are based upon, arise from and/or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date relating in any way to the Debtor, the Derailment, the Chapter 11 Case, the Plan, the Disclosure Statement, the Estate, the XL Policies, and the Settlement Agreements; provided, however, and without limiting any provision of the Affiliated Parties Settlement Agreement, including any provision that limits, conditions or affects any release or injunction in favor of the Affiliated Released Parties, this release shall not extend, and shall not be construed as extending to, any Claim brought or that could be brought in the future by the Trustee, the Estate Representative or MMA Canada against any of the Affiliated Released Parties to the extent there is, or may be, coverage for such claims under the Great American Policy, and the assignment of rights under such policies to the Estate, the Trustee or the Estate Representative shall not affect, reduce, discharge or diminish such coverage, or provide a defense to any such insurer, or trigger any exclusion under any such policy, including, without limitation, any insured vs. insured exclusion.

(ii) Releases in Favor of the Estate and Estate Representative(s). *Subject in all respects to the provisions of Sections 9.1, 9.3, 10.8 and 10.9 of the Plan, and full performance under the applicable Settlement Agreement(s), and subject to any express limitations and/or obligations contained in each Released Party's respective Settlement Agreement, on the Effective Date, each of the Trustee, the Estate Representative(s), and the Estate shall be forever and unconditionally released from any and all Claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action, whatsoever by the Released Parties and by all Persons or entities receiving consideration under the Plan (other than the right to enforce the obligations under the Plan, the Settlement Agreements and the contracts, instruments, releases and other agreements and documents delivered thereunder), whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, whenever arising, in law, equity or otherwise, that are based upon, arise from and/or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date, relating in any way to the Debtor, including, without limitation, arising from the Derailment, the Chapter 11 Case, the Plan, the Disclosure Statement, any prepetition act or omission of the Debtor, the Estate, the XL Policies and the Settlement Agreements; provided, however, that this release shall not apply to any Claims arising in the ordinary course of business that are unrelated to the Derailment and that are held by Affiliates of any Contributing Party (unless such Claims are expressly released pursuant to any Settlement Agreement). For the avoidance of doubt, the releases in Section 10.5(b)(ii) of the Plan do not extend to any breaches of the Settlement Agreement(s).*

(iii) Releases by Affiliated Released Parties. *Subject in all respects to the provisions of Sections 9.1 and 9.3 of the Plan and the Affiliated Parties Settlement Agreement, on the Effective Date, each of the Affiliated Released Parties shall unconditionally release, and hereby are deemed to forever unconditionally release, each of the Debtor, the Estate, the Trustee, the Estate Representative(s), the Creditors' Committee, the Creditors' Committee members, and the Other Released Parties, including, without limitation, and the foregoing persons' and entities' respective attorneys and advisors (solely in their respective capacities as such) from any and all Claims (including any Claims or Causes of Action for contribution, indemnity, reimbursement or seeking the enforcement, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against any one or more of the Other Released Parties or property of any one or more of the Other Released Parties, or otherwise), debts, obligations, demands, liabilities, suits, judgments, damages, rights, and causes of action, whatsoever, whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, transfer, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Derailment, the Chapter 11 Case, the Plan, the Disclosure Statement, the Estate, the negotiation or funding of the Settlement Agreements; provided, however, that this release shall not apply to (A) any Claims or rights, under the Great American Policy, assigned by the Affiliated Released Parties to the Debtor or to the Chapter 11 Trustee pursuant to the Affiliated Parties Settlement Agreement, (B) any right to enforce the obligations under the Plan, the Settlement Agreements, and the contracts, instruments, releases and other agreements and documents delivered thereunder, provided, however, that such assigned Claims or rights will not be asserted against Other Released Parties, or (C) any Claims or rights of any of the Rail World Parties and/or the D&O Parties (as defined in the CCAA Plan) to seek recovery from their insurers, including Hartford and the XL Companies, for any attorneys' fees, expenses or costs incurred prior to the Effective Date.*

(iv) Releases in Favor of Affiliated Released Parties. *Subject in all respects to the provisions of Sections 9.1, 9.3, 10.8 and 10.9 of the Plan and full performance under the Affiliated Parties Settlement Agreement, on the Effective Date, all persons and entities shall unconditionally release, and are hereby deemed to forever unconditionally release the Affiliated Released Parties, including, without limitation, the foregoing persons' and entities' respective attorneys and advisors (solely in their respective capacities as such), from any and all Derailment Claims, Causes of Action, and all other Claims, debts, obligations, demands, liabilities, suits, judgments, damages, rights, remedies and causes of action, whatsoever, whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, whenever arising, in law, equity or otherwise, that are based upon, arise from and/or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date relating in any way to the Derailment, the Debtor, the Chapter 11 Case, the Plan, the Disclosure Statement, the Estate, and the negotiation or funding of the Settlement Agreements; provided, however, and without limiting any provision of the Affiliated Parties Settlement Agreement, including any provision that limits, conditions or affects any release or injunction in favor of the Affiliated Released Parties, this release shall not extend, and shall not be construed as extending to, any Claim brought or that could be brought in the future by the Trustee, the Estate Representative, MMA Canada or the Holders of Derailment Wrongful Death Claims (as applicable pursuant to the Affiliated Parties Settlement Agreement) against any of the Affiliated Released Parties (or certain of them, as applicable) to the extent*

there is, or may be, coverage for such claims under the Great American Policy, and the assignment of rights under such policy to the Estate, the Trustee or the Estate Representative shall not affect, reduce, discharge or diminish such coverage, or provide a defense to any such insurer, or trigger any exclusion under any such policy, including, without limitation, any insured vs. insured exclusion.

(v) Releases by Other Released Parties. *Subject in all respects to the provisions of Sections 9.1, 9.3, 10.5(b)(ii), 10.8 and 10.9 of the Plan and full performance under the Settlement Agreement(s) applicable to the particular Released Parties, on the Effective Date, each Other Released Party and all other Released Parties shall unconditionally release, and hereby are deemed to forever unconditionally release, each of the Debtor, the Estate, the Trustee, the Estate Representative(s), the Creditors' Committee, the Creditors' Committee members, the Affiliated Released Parties, each other Other Released Party, and the foregoing Persons' and entities' respective attorneys and advisors (solely in their respective capacities as such) from any and all Derailment Claims and all other Claims (including any Claims or Causes of Action for contribution, indemnity, warranty, forced intervention, or seeking the enforcement, attachment, collection, contribution, indemnity, reimbursement or recovery of or from any judgment, award, decree, or order against any one or more of the Other Released Parties or property of any one or more of the Other Released Parties, or otherwise), debts, obligations, demands, liabilities, suits, judgments, damages, rights, remedies and causes of action, whatsoever, whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, whenever arising, in law, equity or otherwise, that are based upon, arise from and/or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date, relating in any way to the Derailment, the Debtor, the Chapter 11 Case, the Plan, the Disclosure Statement, the Estate, and the Settlement Agreements, including, without limitation, the Trustee's or the Trustee's counsel's negotiation of the Settlement Agreements or the funding of the Settlement Agreements; provided, however, that this release shall not apply to any Claims of Canada against MMA Canada, nor shall it apply to any Claims assigned by the Other Released Parties to the Trustee, MMA Canada or their designee pursuant to a Settlement Agreement (other than any Claims against any Other Released Parties), nor shall it apply to the right to enforce the rights and obligations under the Plan, the Settlement Agreements, and the contracts, instruments, releases and other agreements and documents delivered thereunder in their favor nor shall it apply or be construed as applying to any Claims or claims or other rights to the extent preserved by any of the Other Released Parties in their respective Settlement Agreement(s) (other than any Claims against any Other Released Parties), provided further, however, that notwithstanding anything to the contrary in the Plan, this release shall not apply to any claims or Claims that the Irving Parties (as defined in their Settlement Agreement) have or may have against one or more of their insurers; provided, further, however, that this release shall not apply to any Claims arising in the ordinary course of business that are unrelated to the Derailment and that are held by Affiliates of any of the Contributing Parties. For the avoidance of doubt, the releases in Section 10.5(b)(v) of the Plan do not extend to any breaches of the Settlement Agreement(s).*

(vi) Releases in Favor of Other Released Parties. *Subject in all respects to the provisions of Sections 9.1, 9.3, 10.8 and 10.9 of the Plan and full performance under the Settlement Agreement(s) applicable to the particular Other Released Parties, on the Effective Date, all Persons and entities shall unconditionally release, and hereby are deemed to forever*

unconditionally release each of the Other Released Parties including without limitation, the Other Released Parties' respective attorneys and advisors (solely in their respective capacities as such), from any and all Derailment Claims, Causes of Action, and all other Claims (including any claims or Causes of Action for contribution, indemnity, warranty, forced intervention, or seeking the enforcement, attachment, collection, contribution, reimbursement or recovery of or from any judgment, award, decree, or order against any one or more of the Other Released Parties or property of any one or more of the Other Released Parties, or otherwise), debts, obligations, demands, liabilities, suits, judgments, damages, rights (including any right of setoff, subrogation, contribution, indemnity, reimbursement or recoupment of any kind), remedies and causes of action, whatsoever, whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, whenever arising, in law, equity or otherwise that are based upon, arise from and /or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date, relating in any way to the Derailment, the Debtor, the Chapter 11 Case, the Plan, the Disclosure Statement, the Estate, and the Settlement Agreements, including, without limitation, the Released Parties and the Released Parties' counsel's negotiation of the Settlement Agreements or the funding of the Settlement Agreements; provided, however, that this release shall not in any way limit the right of the Estate Representative to enforce the rights and obligations under the Plan, the Settlement Agreements, and the contracts, instruments, releases and other agreements and documents delivered thereunder in the Estate's favor nor shall it apply or be construed as applying to any Claims or other rights to the extent preserved by any of the Other Released Parties in their respective Settlement Agreement(s) (other than any Claims against any Other Released Parties, including, without limitation, Canada), provided further, however, that notwithstanding anything to the contrary in the Plan, this release shall not apply to any claims or Claims that the Irving Parties (as defined in their Settlement Agreement) have or may have against any one or more of their insurers. For the avoidance of doubt, and notwithstanding anything in the Plan to the contrary, the releases in this Section 10.5(b)(vi) do not extend to any breaches of the Settlement Agreement(s).

4. *Injunctions.*

(a) **No Impact on the Rights of the Parties to the Settlement Agreements.** Nothing in Section 10.6 of the Plan or otherwise in the Plan or the Confirmation Order, shall affect, release or otherwise limit the rights and duties of the parties to the Settlement Agreements to enforce or comply with the provisions of their respective Settlement Agreements. The rights and duties of the parties under the Settlement Agreements are set forth in and shall be governed by the Settlement Agreements; *provided, however*, that no Settlement Agreement may restrain or limit the effect or scope of the releases set forth in Section 10.5 of the Plan as to any Released Party without the express written consent of such Released Party.

(b) **Injunctions.**

(i) **Injunction in Favor of the Debtor and Estate Representative(s).** Except as to the rights, claims or Claims created or expressly preserved by the Plan, the CCAA Plan, the Settlement Agreements, and the Confirmation Order, upon the Effective Date, the Debtor, the Trustee, and the Estate Representative(s) shall have and be entitled to an injunction forever barring and enjoining all Persons and/or entities from asserting against the Debtor

any past, present and future rights, interests, obligations, claims, causes of action, damages (including punitive damages), demands (including demands for contribution, indemnity or otherwise), liabilities, expenses, fees (including, but not limited to, attorneys' fees, expert fees, consulting fees and other professional fees) and costs of any kind or any type whatsoever, whether known or unknown, whether foreseen or unforeseen, whether direct or indirect, contingent or actual, whether liquidated or unliquidated, whether statutory or common law, whether asserted or unasserted and whether based on contract, negligence, bad faith, willful, wanton or malicious conduct, or any other theory in law or equity concerning, arising from or relating to any actual or alleged past, present or future act, omission, defect, incident, event or circumstance from the beginning of the world to the Effective Date, in any way relating to or in connection with (A) the Debtor, (B) the Derailment or (C) the Estate, the Chapter 11 Case, the Plan, the Disclosure Statement, the Settlement Agreements and/or the XL Policies, except with regard to any claims and rights expressly reserved pursuant to Sections 10.3 and 10.5 of the Plan.

(ii) Injunction in Favor of Affiliated Released Parties. Except as to the rights, claims or Claims created or expressly preserved by the Plan, the CCAA Plan, the Affiliated Parties Settlement Agreement, and the Confirmation Order, upon the Effective Date, all Persons and entities, including, without limitation, all Holders of Derailment Claims, Non-Settling Defendants, and other Persons shall be, and are hereby deemed to be, permanently barred, enjoined, and restrained from commencing, prosecuting, continuing or asserting against the Affiliated Released Parties any and all Derailment Claims, Causes of Action and all other Claims, including, without limitation, any and all past, present and future rights, interests, obligations, damages (including punitive damages), demands (including demands for contribution, indemnity, reimbursement or otherwise), liabilities, expenses, fees (including, but not limited to, attorneys' fees, expert fees, consulting fees and other professional fees) and costs of any kind or any type whatsoever, whether known or unknown, whether foreseen or unforeseen, whether contingent or actual, whether direct or indirect, liquidated or unliquidated, whether statutory or common law, whether asserted or unasserted and whether based on tort, contract, negligence, bad faith, willful, wanton or malicious conduct, or any other theory in law or equity concerning, arising from or relating to any actual or alleged past, present or future act, omission, defect, incident, event or circumstance from the beginning of the world to the Effective Date, in any way relating to or in connection with (A) the Debtor; (B) the Derailment, or (C) the Estate, (D) the Chapter 11 Case, (E) the Plan, (F) the Disclosure Statement, (G) the Settlement Agreements and/or (H) the XL Policies, provided, however, and without limiting any provision of the Affiliated Parties Settlement Agreement, including any provision that limits, conditions or affects any release or injunction in favor of the Affiliated Released Parties, this injunction shall not extend, and shall not be construed as extending to, any Claim brought or that could be brought in the future by the Trustee, the Estate Representative, MMA Canada or the Holders of Derailment Wrongful Death Claims (as applicable pursuant to the Affiliated Parties Settlement Agreement) against the Affiliated Released Parties (or certain of them, as applicable) to the extent there is, or may be, coverage for such claims under the Great American Policy, and the assignment of rights under such policy to the Estate, the Trustee or the Estate Representative shall not affect, reduce, discharge or diminish such coverage or provide a defense to any such insurer, or trigger any exclusion under any such policy, including, without limitation, any insured vs. insured exclusion.

(iii) **Injunction in Favor of the Other Released Parties.** Except as to the rights and claims created or expressly preserved by the Plan, the CCAA Plan, the Settlement Agreements (provided that there are no preserved claims (or Claims) against Other Released Parties except as provided for in Exhibit 2), and the Confirmation Order, upon the Effective Date, all Persons and entities, including, without limitation, all Holders of Derailment Claims, Released Parties and Persons other than Released Parties shall be, and are hereby deemed to be, permanently barred, enjoined, and restrained from commencing, pursuing, prosecuting, continuing or asserting against the Other Released Parties, any and all Derailment Claims, Causes of Action and all other Claims, including, without limitation, Claims or Causes of Action for any and all past, present and future rights (including any right of setoff, subrogation, contribution, indemnity, reimbursement or recoupment of any kind), interests (including creating, perfecting or enforcing any encumbrance of any kind against any one or more of the Other Released Parties), obligations, damages (including actual and/or punitive damages), demands (including any Claims or Causes of Action for contribution, indemnity, reimbursement, warranty, forced intervention, or seeking the enforcement, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against any one or more of the Other Released Parties or property of any one or more of the Other Released Parties, or otherwise), liabilities, expenses, fees (including, but not limited to, attorneys' fees, expert fees, consulting fees and other professional fees), and costs of any kind or any type whatsoever, whether known or unknown, whether foreseen or unforeseen, whether contingent or actual, whether direct or indirect, liquidated or unliquidated, whether statutory or common law, whether asserted or unasserted and whether based on tort, contract, negligence, warranty, bad faith, willful, wanton or malicious conduct, or any other theory in law or equity concerning, arising from or relating to any actual or alleged past, present or future act, omission, defect, incident, event or circumstance, including, without limitation, all Claims released pursuant to Section 10.5 of the Plan, whenever arising, that are based upon, arise from and/or are related to events and/or circumstances that occurred or existed on or prior to the Effective Date in any way relating to or in connection with (A) the Debtor; (B) the Derailment, (C) the Estate, (D) the Chapter 11 Case, (E) the Plan, (F) the Disclosure Statement, (G) the Settlement Agreements and/or (H) the XL Policies (as to which, in the event of an inconsistency with the Plan, the XL Settlement Agreement will govern).

[remainder of page intentionally left blank]

CONCLUSION

The Trustee believes that confirmation and implementation of the Plan is in the best interests of all creditors, and urges holders of Claims to vote to accept the Plan and to evidence such acceptance by returning their Ballots so that they will be received no later than **5:00 p.m. (prevailing Eastern Time) on the Voting Deadline.**

Dated: _____, 2015

**ROBERT J. KEACH
CHAPTER 11 TRUSTEE OF MONTRÉAL
MAINE & ATLANTIC RAILWAY, LTD.**

By his attorneys:

D. Sam Anderson, Esq.
Lindsay K. Zahradka, Esq. (admitted *pro hac vice*)
Timothy J. McKeon, Esq.
Roma N. Desai, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
Tel: (207) 774-1200
Fax: (207) 774-1127

Appendix A

Selected Defined Terms from Plan, Disclosure Statement

1.1 Additional WD Trust Assets means any Cash or Cash equivalent realized by the Estate Representative, solely in his capacity as such, after the Confirmation Date from or as a result of Settlement Agreements entered into prior to the Effective Date, and the proceeds of the sale, monetization, or liquidation of Settlement Non-Cash Assets that the Estate Representative is entitled to sell, monetize or liquidate, in whole or in part, for the benefit of the WD Trust in accordance with the Settlement Agreements, together with all earnings thereon.

1.2 Affiliated Parties Settlement Agreement means the Settlement Agreement between and among the Trustee, MMA Canada and the Affiliated Released Parties.

1.3 Affiliated Released Parties means the Rail World Parties, the Officers and Directors, Chubb and Hartford.

1.4 Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and any applicable local rules of the Bankruptcy Court.

1.5 CCAA Case means the proceeding under the Canadian Companies' Creditors Arrangement Act of MMA Canada pending before the Québec Superior Court (Commercial Division) and designated by Court File No. 450-11-000167-134.

1.6 CCAA Plan means the Plan of Compromise and Arrangement filed by MMA Canada in the CCAA Case and which CCAA Plan, *inter alia*, shall contain Releases and Injunctions for the benefit of Released Parties, a copy of the CCAA Plan is attached to the Plan as Exhibit 1.28.

1.7 Contributing Parties means the parties that have executed Settlement Agreements prior to the Effective Date.

1.8 Derailment means the July 6, 2013 derailment of an unmanned train owned by the Debtor in Lac-Mégantic, Québec, including any and all events leading up to and related to such derailment and/or any and all consequences of such derailment, including, without limitation, the explosion, crude oil spill, fire and/or other consequences related to such derailment.

1.9 Derailment Claims means all Claims by any Persons or entities against the Debtor, MMA Canada or any other third-party, Person or entity arising out of or relating to the Derailment, including but not limited to those Claims set forth in Sections 1.52, 1.53, 1.55, 1.57 and 1.58.

1.10 Derailment Government Claims means any Derailment Claims held or asserted by any governmental, provincial or municipal entity, against the Debtor, MMA Canada, or any

other person or entity including, without limitation, the province of Québec, Canada, and/or the Village of Lac Mégantic, Québec, or any agency, division, or instrumentality of such entities.

1.11 Derailment Moral Damages and Personal Injury Claims means a liquidated or unliquidated Claim against the Debtor, MMA Canada or any other person or entity whether in the nature of or sounding in tort, contract, warranty, employer liability or any other theory of law, equity or admiralty, whatsoever, for, attributable to or arising under the laws of any jurisdiction, by reason of, directly or indirectly, physical, emotional or other personal injuries caused by, or allegedly caused by, or arising from, in whole or in part, directly or indirectly, the Derailment including, but not limited to, all claims, debts, obligations or liabilities for compensatory damages (such as, without limitation, medical monitoring, personal or bodily injury, proximate, consequential, general and special damages) and punitive damages. Derailment Moral Damages and Personal Injury Claims shall include, without limitation, any Claim for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law, (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative or indirect Derailment Moral Damages and Personal Injury Claims of any kind whatsoever, whether in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, whatsoever. Notwithstanding the foregoing, Derailment Moral Damages and Personal Injury Claims shall not include (a) Derailment Property Damage Claims, (b) Derailment Government Claims; (c) Derailment Wrongful Death Claims; (d) Derailment Property Subrogated Insurance Claims; and (e) any workers' compensation claim brought directly against the Debtor or a non-Debtor Affiliate by a past or present employee of the Debtor under an applicable workers' compensation statute and which would be covered by workers' compensation insurance or an applicable and fully funded self-insurance program.

1.12 Derailment Moral Damages and Personal Injury Claims Matrix means the matrix attached to the Plan as Schedule B.

1.13 Derailment Property Damage Claims means a liquidated or unliquidated Claim against, or any debt, obligation or liability of the Debtor, MMA Canada or any other person or entity arising under the laws of any jurisdiction, whether in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty, for, attributable to or arising by reason of, directly or indirectly, (a) property damages (whenever suffered), including, but not limited to, diminution in the value thereof, or environmental damage or economic loss to property; or (b) business interruption or loss of profits or earnings, in all cases caused by or allegedly caused by, directly or indirectly, the Derailment including, but not limited to, all claims, debts, obligations or liabilities for compensatory and punitive damages, and also including, without limitation, any claim for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law, attributable to Derailment Property Damage Claims. Derailment Property Damage Claims shall not include (a) Derailment Moral Damages and Personal Injury Claims, (b) Derailment Government Claims; (c) Derailment Wrongful Death Claims; (d) Derailment Property Subrogated Insurance Claims; and (e) any workers' compensation claim brought directly against the Debtor or a non-Debtor Affiliate by a past or present employee of the Debtor under an applicable workers' compensation statute, and which would be covered by workers' compensation insurance or an applicable and fully funded self-insurance program.

1.14 Derailment Property Damage Claims Distribution Mechanism shall mean Schedule C attached to the Plan.

1.15 Derailment Wrongful Death Claims means a liquidated or unliquidated Claim against the Debtor, MMA Canada, or any other person or entity arising under the laws of any jurisdiction, including, without limitation, held by an executor, administrator, decedent's estate or estate representative, or beneficiary of a decedent's estate, whether in the nature of or sounding in tort, contract, warranty, employer liability or any other theory of law, equity or admiralty, whatsoever, for, attributable to or arising under the laws of any jurisdiction, by reason of, the death of an individual person caused, or allegedly caused, in whole or in part, directly or indirectly, by the Derailment including, but not limited to, all claims, debts, obligations or liabilities for compensatory damages (such as, without limitation, loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages) and punitive damages. Derailment Wrongful Death Claims shall include, without limitation, any Claim for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law, (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative or indirect Derailment Wrongful Death Claims of any kind whatsoever, whether in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, whatsoever, except to the extent that such claims have been released or assigned to the Estate pursuant to a Settlement Agreement. Notwithstanding the foregoing, Derailment Wrongful Death Claims shall not include (a) Derailment Government Claims; (b) Derailment Moral Damages and Personal Injury Claims; (c) Derailment Property Damage Claims; (d) Derailment Property Subrogated Insurance Claims; or (e) any workers' compensation claim brought directly against the Debtor or a non-Debtor Affiliate by a past or present employee of the Debtor under an applicable workers' compensation statute, and which would be covered by workers' compensation insurance or an applicable and fully funded self-insurance program.

1.16 Derailment Property Subrogated Insurance Claim means a liquidated or unliquidated Claim against, or any debt, obligation or liability of the Debtor, MMA Canada, or any other person or entity, arising under the laws of any jurisdiction, whether in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty, for, attributable to or arising by reason of, directly or indirectly, (a) property damages (whenever suffered), including, but not limited to, diminution in the value thereof, or environmental damage or economic loss to property; or (b) business interruption or loss of profits or earnings caused or allegedly caused, directly or indirectly, by the Derailment and arising or allegedly arising, directly or indirectly, from acts or omissions of the Debtor, or its predecessors and which is held by an Insurance Company that (i) with respect to its obligations, has paid in full all amounts due to an insured who would, but for such payment, hold a Derailment Property Damage Claim; (ii) is subrogated to such insured's claim as a matter of law; and (iii) has timely filed a Proof of Claim in the Chapter 11 Case or the CCAA Case with respect to such Claim (and in the case of a Proof of Claim filed in the CCAA Case, is deemed, under the Bar Date Order, to have been timely filed in the Chapter 11 Case).

1.17 Initial WD Trust Assets means the share of the Settlement Payments allocable to Derailment Wrongful Death Claims, i.e. 24.1% of the Funds for Distribution and 53.3% of the Reallocated Dividends, which payments shall represent compensatory damages paid upon such

Claims only and shall also be deemed to have been made pursuant to the Plan and pursuant to a “court order” necessary to satisfy the requirements of Internal Revenue Code section 468B.

1.18 Local Bankruptcy Rules means the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Maine, as amended from time to time.

1.19 MMA Canada means Montréal Maine and Atlantic Canada Co., the debtor in the CCAA Case.

1.20 Monitor means Richter Advisory Group, Inc. the monitor appointed in the CCAA Case.

1.21 Non-Settling Defendants means any and all Persons who are, could be or may be defendants in any cause of action brought or which could be brought in any court or other forum of competent jurisdiction (including, without limitation, administrative proceedings) asserting a Derailment Claim, including, without limitation, a claim for indemnity, contribution, reimbursement, or by way of subrogation, but who are not Released Parties. Without limiting the foregoing, Non-Settling Defendants shall include Canadian Pacific Railway Company and any affiliates thereof.

1.22 Other Released Parties means the Released Parties other than the Affiliated Released Parties.

1.23 Rail World Parties means (a) Rail World Holdings, LLC; (b) Rail World, Inc.; (c) Rail World Locomotive Leasing LLC; (d) The San Luis Central R.R. Co.; (e) Pea Vine Corporation; (f) Montréal Maine & Atlantic Corp.; (g) LMS Acquisition Corp; (h) Earlston Associates, L.P.; and (i) each of the shareholders, directors, officers, members or partners of the foregoing (in such capacity only). For the avoidance of doubt, Rail World Parties also include Edward Burkhardt, solely in his capacity as director, officer and shareholder of the Rail World Parties.

1.24 Released Parties means (a) the Debtor; (b) the Trustee and his agents, attorneys, accountants, financial advisors, restructuring consultants, and investment bankers; (c) MMA Canada’s attorneys; (d) the Monitor and its employees and attorneys; (e) the WD Trustee and its respective agents, attorneys, accountants and financial advisors; (f) the Estate Representative and the Disbursing Agent and their respective agents, attorneys, accountants and financial advisors; (g) Contributing Parties; and (h) any Persons or entities designated as receiving a release in any Settlement Agreements (and only to the extent of the release set forth in that Settlement Agreement) executed by any Contributing Party or Parties, the Trustee and MMA Canada. Released Parties shall include the persons or entities listed on Exhibit 2 to the Plan.

1.25 Releases means all of the releases set forth in Section 10.5 of the Plan.

1.26 Schedules means, collectively, the schedules of Assets and liabilities, schedules of executory contracts and unexpired leases, schedules of current income and expenditures and statements of financial affairs filed by the Debtor under section 521 of the Bankruptcy Code,

Bankruptcy Rule 1007 and the Official Bankruptcy Forms in the Chapter 11 Case, as may have been amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

1.27 Settlement Agreements means any settlement agreement entered into, among the Trustee, MMA Canada and one or more of the Contributing Parties on or before the Effective Date of the Plan.

1.28 WD Trust means the trust organized under Delaware law and established under Article V of the Plan for the sole purpose of liquidating and distributing the WD Trust Assets to Holders of Allowed Derailment Wrongful Death Claims.

1.29 WD Trust Agreement means the agreement between the Debtor, the Trustee, and the WD Trustee governing the WD Trust, dated as of the Effective Date, to be filed with the Plan Supplement, as same may be amended from time to time.

1.30 WD Trust Assets means (a) the Initial WD Trust Assets, which the Estate Representative shall deliver, transfer or cause to be delivered or transferred, as applicable, to the WD Trust, (b) the Additional WD Trust Assets, which, following the Confirmation Date and as soon after receipt as is reasonably practicable, the Estate Representative shall deliver or cause to be delivered to the WD Trust, (c) any additional assets to be disbursed to the WD Trust from the Settlement Agreements in accordance with the Plan and the CCAA Plan, all of which shall constitute compensatory damages payable to the WD Trust Beneficiaries by order or judgment of a court of competent jurisdiction.

1.31 WD Trust Beneficiaries means Holders of Allowed Derailment Wrongful Death Claims.

1.32 WD Trust Distribution Procedures means the WD Trust Distribution Procedures as used and defined in the WD Trust Agreement, or as subsequently modified or amended and including, without limitation, Schedule A to the Plan.

1.33 WD Trust Expenses means all costs, taxes, and expenses of, or imposed on, the WD Trust, including, but not limited to, WD Trustee compensation, employee compensation, insurance premiums, legal, accounting, and other professional fees and expenses, overhead, disbursements, and expenses relating to the implementation of the WD Trust Distribution Procedures, but excluding payments to Holders of Allowed Derailment Wrongful Death Claims or reimbursements of such payments.

1.34 WD Trustee means the Person designated on or before the Confirmation Date in accordance with the Plan to govern and administer the WD Trust on and after the Effective Date.

1.35 Wrongful Death Claim Resolution Procedures means the Wrongful Death Claim Resolution Procedures (including the points-based matrix) attached to the Plan as Schedule A.

Schedule A

Released Parties

SCHEDULE A to DISCLOSURE STATEMENT / EXHIBIT 2 TO PLAN
List of Released Parties

The list below consists of the parties who have executed settlement agreements with Montreal Maine & Atlantic Canada Co. (“MMAC”) and Robert J. Keach in his capacity as Chapter 11 Trustee of Montreal, Maine & Atlantic Railway Ltd. (the “Trustee”). Nothing in this list shall supersede, effect, modify or amend any such settlement agreement and to the extent of any conflict between the descriptions in this list and any such settlement agreement, the settlement agreement shall govern. All such settlement agreements are subject to court approval and other conditions, and the inclusion of any person or entity on this list does not create or imply the release of such person or entity from any claim; in all respects, the settlement agreements, and the court orders pertaining to the settlement agreements, shall govern. The term “Affiliate” used in this Schedule “A” means with respect to any entity, all other entities directly or indirectly controlling, controlled by, or under direct or indirect common control with such entity. The other capitalized terms used herein have the meaning ascribed to them in the Plan. The Released Parties are as follows:

1. **Devlar Energy Marketing LLC together with their parents Lario Oil & Gas Company and Devo Trading & Consulting Company (collectively “Devlar”)**, as well as their subsidiaries, Affiliates and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys and insurers, (including St. Paul Fire and Marine Insurance Company and its direct and indirect parents, subsidiaries and Affiliates), but only to the extent of coverage afforded to Devlar by such insurers in relation to the Derailment.
2. **Oasis Petroleum Inc. and Oasis Petroleum LLC (jointly, “Oasis”)**, together with their parents, subsidiaries, Affiliates and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys and insurers (including St. Paul Fire and Marine Insurance Company and its direct and indirect parents, subsidiaries and affiliates) but only to the extent of coverage afforded to Oasis by such insurers in relation to the Derailment, as well as the entities identified in Schedule 2 hereto but strictly as non-operating working interest owners or joint venturers

in the specific Oasis-operated wells that produced oil that was provided and supplied by Oasis that was transported in the train involved in the Derailment.

3. **Inland Oil & Gas Corporation, Whiting Petroleum Corporation, Enerplus Resources (USA) Corporation, Halcón Resources Corporation, Tracker Resources, Kodiak Oil & Gas Corp. (now known as Whiting Canadian Holding Company, ULC) and Golden Eye Resources LLC**, together with each of their respective parents, subsidiaries, Affiliates, and each of their former and current respective employees, officers, directors, successors and permitted assignees and attorneys, but strictly as non-operating working interest owners or joint venturers in any wells that produced oil that was provided, supplied and transported in the train involved in the Derailment.
4. **Arrow Midstream Holdings CCC. (“Arrow”)** together with its parents, subsidiaries, Affiliates, successors, officers, directors, principals, employees, attorneys, accountants, representatives, and insurers. For the avoidance of doubt, Arrow shall include its current parent Crestwood Midstream Partners LP; and insurers mean only those insurers who have issued liability insurance policies to or in favor of Arrow actually or potentially providing insurance for Claims against Arrow arising from or relating to the Derailment, including without limitation, Commerce and Industry Insurance Company under policy no. 3023278 and National Union Fire Insurance Company of Pittsburgh, Pa. under policy no. 41131539.
5. **Marathon Oil Company (“Marathon”)**, together with its parent, subsidiaries, successors and assigns, Affiliates, officers, directors, principals, employees, attorneys, accountants, representatives, insurers (to the extent strictly limited to coverage afforded to Marathon in relation to the Derailment), as well as the entities identified in schedule 5 attached hereto, but strictly as non-operating working interest owners or joint venturers in the specific Marathon-operated wells that produced and supplied oil that was transported on the train involved in the Derailment. For the avoidance of doubt, insurers, as used in this definition, shall include all insurers that issued liability policies to or for the benefit of Marathon and that actually or potentially provided coverage for Claims relating to or arising from the Derailment, including, but not limited to, Yorktown Assurance

Corporation policy number XSL-7-2013 and Old Maine Assurance Ltd. (reinsurance Agreement).

6. **QEP Resources, Inc. (“QEP”)**, together with its parents, subsidiaries, Affiliates, successors and assigns, officers, directors, principals, employees, attorneys, accountants, representatives, insurers (to the extent strictly limited to coverage afforded to QEP in relation to the Derailment), as well as those entities identified in schedule 6 attached hereto, but strictly as non-operating working interest owners or joint venturers in the specific QEP-operated wells that produced and supplied oil that was transported on the train involved in the Derailment. For the avoidance of doubt, insurers, as used in this definition, shall include all insurers that issued liability policies to or for the benefit of QEP and that actually or potentially provided coverage for Claims relating to or arising from the Derailment, including, but not be limited to, National Union Fire Insurance Company of Pittsburgh, Pa. (policy number 194-99-62); American Guarantee & Liability Insurance Company (policy number UMB6692611-02).
7. **Slawson Exploration Company, Inc. (“Slawson”)**, together with its parents, subsidiaries, Affiliates, successors and assigns, officers, directors, principals, employees, attorneys, accountants, representatives, insurers (to the extent strictly limited to coverage afforded to Slawson in relation to the Derailment), as well as those entities identified on schedule 7 attached hereto, but strictly as non-operating working interest owners in the specific Slawson-operated wells that produced oil that was transported on the train involved in the Derailment. For the avoidance of doubt, insurers, as used in this definition, shall include all insurers that issued liability policies to or for the benefit of Slawson and that actually or potentially provided coverage for Claims relating to or arising from the Derailment, including, but not be limited to, Federal Insurance Company (policy 3579 09 19 and 7981 72 74), Arch Specialty Insurance Company (policy EE00039761 03), and AIG (policy BE031941993).
8. **Indian Harbor Insurance Company, XL Insurance, XL Group plc and their Affiliates** (strictly as insurers of MMA and MMAC).

9. **Edward A. Burkhardt, Larry Parsons, Steven J. Lee, Stephen Archer, Robert C. Grindrod, Joseph C. McGonigle, Gaynor Ryan, Donald Gardner, Jr., Fred Yocum, Yves Bourdon and James Howard, in their capacity as directors and officers of MMA and MMAC, Montreal, Maine & Atlantic Corporation and/or LMS Acquisition Corporation (the “D&O Parties”).**
10. **Hartford Casualty Insurance Company, together with its parents, subsidiaries, Affiliates, officers and directors (strictly as insurer of Rail World, Inc.).**
11. **Chubb & Son, a division of Federal Insurance Company (strictly as insurers of Rail World, Inc. and Rail World Holdings, LLC).**
12. **Rail World Holdings LLC; Rail World, Inc.; Rail World Locomotive Leasing LLC; The San Luis Central R.R. Co.; Pea Vine Corporation; LMS Acquisition Corporation; MMA Corporation; Earlston Associates L.P., and each of the shareholders, directors, officers or members or partners of the foregoing, to the extent they are not D&O Parties (the “Rail World Parties”).** For the avoidance of doubt, (i) Rail World Parties also includes Edward A. Burkhardt, solely in his capacity as director, officer and/shareholder of certain of the Rail World Parties; and (ii) the inclusion of the above entities within the definition of “Rail World Parties”, except for the purpose of the settlement agreement executed with MMAC and the Trustee, shall not be construed to create or acknowledge an affiliation between or among any of the Rail World Parties.
13. **General Electric Railcar Services Corporation, General Electric Company** and each of its and their respective parents, Affiliates, subsidiaries, limited liability companies, special purpose vehicles, partnerships, joint ventures, and other related business entities, and each of its and their respective current or former parents, Affiliates, subsidiaries, limited liability companies, special purpose vehicles, partnerships, joint ventures, other related business entities, principals, partners, shareholders, officers, directors, managers, partners, employees, agents, insurers, attorneys, accountants, financial advisors, investment bankers, consultants, any other professionals, any other representatives or advisors, and any and all persons who control any of these, as well as any predecessors-

in-interest of, or any assignors or vendors of any equipment involved in the Derailment to, any of the foregoing entities and any of the successors and assigns of any of the foregoing entities.

14. **Trinity Industries, Inc., Trinity Industries Leasing Company, Trinity Tank Car, Inc., and Trinity Rail Leasing 2012 LLC, Trinity Rail Group LLC, RIV 2013 Rail Holdings LLC, and Trinity Rail Leasing Warehouse Trust**, inclusive of each of their respective predecessors, agents, servants, employees, shareholders, officers, directors, attorneys, representatives, successors, assigns, parents, subsidiaries, Affiliates, limited liability companies, insurers, and reinsurers (but strictly to the extent of coverage afforded to the such parties by said insurers and reinsurers), including but not limited to whether such entities are in the business of leasing, manufacturing, servicing or administering rail cars.
15. **Union Tank Car Company, the UTLX International Division of UTCC, The Marmon Group LLC and Procor Limited (the “UTCC Parties”)**, and each of their respective predecessors, servants, employees, owners, members (strictly with respect to The Marmon Group LLC), shareholders, officers, directors, partners, associates, attorneys, representatives, successors, assigns, subsidiaries, Affiliates, and parent companies, insurers, and reinsurers listed in schedule 15 attached hereto, but strictly to the extent of coverage afforded to the UTCC Parties by said insurers and reinsurers, regardless of whether such entities are or were in the business of leasing, manufacturing, servicing, or administering rail car leases or otherwise.
16. **First Union Rail Corporation (“First Union”)**, together with its parents, subsidiaries, Affiliates, officers, directors, predecessors, successors, assigns, servants, employees, shareholders, attorneys, representatives and insurers and reinsurers (strictly to the extent limited to coverage afforded to First Union, and including, but not limited to, Lexington Insurance Company (including pursuant to the Pollution Legal Liability Select Policy no. PL52675034 and Stand Alone Excess Liability Policy no. 018403252) and Superior Guaranty Insurance Company (including pursuant to Excess Liability Policy no. 404-1XSCI13)).

17. **CIT Group, Inc.**, and its Affiliates, Federal Insurance Company solely in its capacity as an insurer of CIT Group, Inc. and its Affiliates and not in any other capacity, and Arch Insurance Group solely in its capacity as an insurer of CIT Group, Inc. and its Affiliates, and not in any other capacity.
18. **ConocoPhillips Company (“ConocoPhillips”)**, together with its subsidiaries, Affiliates, and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys, and insurers (and the insurers direct and indirect parents, subsidiaries and Affiliates), but with regards to such insurers, only to the extent of coverage provided to ConocoPhillips by such insurers in relation to the Derailment, as well as those entities identified in Schedule 18 hereto, but strictly as non-operating working interest owners in the specific ConocoPhillips operated wells that produced and supplied oil that was transported on the train involved in the Derailment.
19. **Shell Oil Company and Shell Trading (US) Company**, together with their subsidiaries, Affiliates, and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys, and insurers (and the insurers’ direct and indirect parents, subsidiaries and Affiliates), but with regards to such insurers, only to the extent of coverage provided to Shell Oil Company and Shell Trading (US) Company, by such insurers in relation to the Derailment.
20. **Incorr Energy Group LLC (“Incorr”)**, together with its subsidiaries, Affiliates and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys and insurers but only with respect to coverage afforded by such insurers to Incorr in relation to the Derailment.
21. **Enserco Energy, LLC**, together with its parent, subsidiaries, Affiliates, and each of their former and current respective employees, officers and directors, successors and permitted assignees, attorneys, and insurers (and the insurers’ direct and indirect parents, subsidiaries and Affiliates), but with regards to such insurers, only to the extent of coverage provided to Enserco Energy, LLC, by such insurers in relation to the Derailment.

22. **The Attorney General of Canada, the Government of Canada, Her Majesty the Queen in Right of Canada and the departments, crown corporations and agencies including the Canadian Transportation Agency, and including all past, present and future Ministers, officers, employees, representatives, servants, agents, parent, subsidiary and affiliated crown corporations and agencies, and their respective estates, successors and assigns.**
23. **(i) Irving Oil Limited, Irving Oil Company, Limited, Irving Oil Operations General Partner Limited and Irving Oil Commercial G.P.,** (ii) any of their Affiliates (as defined in the settlement agreement), (iii) any predecessors, successors and assigns of any of the foregoing Persons named in clauses (i) and (ii) of this paragraph 23, and (iv) any directors, officers, agents and/or employees of any of the foregoing Persons named in clauses (i), (ii) and (iii) of this paragraph 23 (the “**Irving Parties**”), and the insurers listed in Schedule 23 attached hereto, but only in their respective capacities as insurers of the Irving Parties under the insurance policies listed by policy numbers in said Schedule 23 (the “**Irving Insurers**”). Notwithstanding the foregoing or anything else in this list and the Plan, the claims (including the Claims) and/or other rights that the Irving Parties have (or may have) against their insurers (including but not limited to the Irving Insurers) or any one or more of them under any applicable policies, at law, in equity or otherwise, are fully preserved and said insurers (including but not limited to the Irving Insurers) are not Released Parties in connection with said claims (including any Claims) and/or other rights of the Irving Parties.
24. **(i) World Fuel Services Corporation, World Fuel Services, Inc., World Fuel Services Canada, Inc., Petroleum Transport Solutions, LLC, Western Petroleum Company, Strobel Starostka Transfer LLC (“SST”), Dakota Plains Marketing LLC, Dakota Plains Holdings, Inc., DPTS Marketing Inc., Dakota Plains Transloading LLC, Dakota Petroleum Transport Solutions LLC (the “World Fuel Parties”),** (ii) any of their Affiliates, (iii) any predecessors, successors and assigns of any of the foregoing Persons named in clauses (i) and (ii) of this paragraph 24, and (iv) any directors, officers, agents and/or employees of any of the foregoing Persons named in clauses (i), (ii) and (iii) of this paragraph 24. and the insurers listed in schedule 24 attached hereto, but only

in their respective capacities as insurers under the insurance policies listed by policy number in said schedule 24 (the “**World Fuel Insurers**”). Notwithstanding the foregoing or anything else in this list and the Plan, the claims (including the Claims) and/or other rights that the World Fuel Parties have (or may have) against their insurers (including but not limited to the World Fuel Insurers), SST or its insurers, or any one or more of them under any applicable policies, at law, in equity or otherwise, are fully preserved and SST, as well as said insurers (including but not limited to the World Fuel Insurers) are not Released Parties in connection with said Claims and/or other rights of the World Fuel Parties.

25. **The SMBC Parties, namely: SMBC Rail Services, LLC f/k/a Flagship Rail Services, LLC, and its respective predecessors, servants, employees, independent contractors, owners, shareholders, officers, directors, associates, attorneys, accountants, representatives, successors, assigns, agents, subsidiaries, affiliates, and parent companies, and including without limitation Sumitomo Mitsui Financial Group, Inc., Sumitomo Mitsui Finance & Leasing Company, Limited, Sumitomo Mitsui Banking Corporation of Canada, Sumitomo Mitsui Banking Corporation, SMBC Capital Markets, Inc., SMBC Leasing and Finance, Inc., SMBC Nikko Securities America, Inc., JRI America, Inc., Manufacturers Bank, SMBC Global Foundation, Inc., SMBC Financial Services, Inc., SMBC Cayman LC Limited, SMBC Capital Partners LLC, SMBC Leasing Investment LLC, SMBC Marine Finance, Inc., Sakura Preferred Capital (Cayman), Limited, TLP Rail Trust I, FRS I, LLC, and FR Holdings, LLC and its subsidiaries. “SMBC Parties” also means TLP Rail Trust I, a Delaware Statutory Trust, SMBC Rail Services, LLC, as the owner participant and beneficiary of TLP Rail Trust I, and Wilmington Trust Company, Trustee of TLP Rail Trust I. “SMBC Parties” also means Liberty Mutual Holding Company, Inc. and its subsidiaries and affiliates, Liberty Mutual Group Inc., Liberty Mutual Insurance Company, Liberty Insurance Underwriters Inc., Liberty Surplus Insurance Corporation, and Liberty International Underwriters (collectively, “**Liberty**”) and any reinsurers that Liberty has any policy, agreement, contract, or treaty with that relates in any way to any of the SMBC Parties or any insurance policy issued by Liberty to any of the SMBC Parties.**

Notwithstanding the foregoing or anything else in this list, and without implying or providing any limitation, the term “Released Parties” as used herein or above does not include, and shall not be deemed to include Canadian Pacific Railway Company.

SCHEDULE 2
LIST OF NON-OPERATING WORKING INTEREST OWNERS OR
JOINT VENTURERS IN OASIS OPERATED WELLS

Whiting Oil And Gas Corporation;
Hess Corporation;
Hess Bakken Investments II LLC
Continental Resources Inc.;
Sinclair Oil And Gas Company;
Conoco Phillips Company;
Black Bear Resources, LLP;
Castlerock Resources Inc.;
Deep Creek Exploration;
Enerplus Resources Usa Corporation;
Fidelity E&P Company;
Fidelity Exploration & Production Co;
Inland Oil & Gas Corporation;
Jake Energy Inc.;
Kerogen Resources Inc.;
Lilley & Company;
Lilley And Associates LLC;
Linn Energy Holdings LLC;
Lone Rider Trading Company;
Mayhem Oil And Gas Inc.;
Missouri River Royalty Corp;
Nj Petroleum LLC;
Northern Energy Corporation;
Northern Oil & Gas Inc.;
O.T. Cross Oil LLC;
Ottertail Land & Permit Services;
Penroc Oil Corporation;
Reef 2011 Private Drilling Fund LP;
Shakti Energy LLC;
Slawson Exploration Company Inc.;
Statoil Oil & Gas LP;
WHC Exploration LLC;

SCHEDULE 5

**LIST OF NON-OPERATING WORKING INTEREST OWNERS OR JOINT
VENTURERS IN MARATHON OPERATED WELLS**

ALAMEDA ENERGY INC
ARTHUR FRANK LONG JR
BEARTOOTH RIDGE RESOURCES
CARL W STERUD JR
CHUGASH EXPLORATION LP
CONDOR PETROLEUM INC
CONTINENTAL RESOURCES INC
DISPUTED STATE-TRIBAL INTEREST
ENDEAVOR ENERGY RESOURCES LP
ENERPLUS RESOURCES CORPORATION
ESTATE OF KARL WILLIAM STERUD
ESTATE OF WALLACE HICKEL
EVERTSON ENERGY PARTNERS LLC
GADECO LLC
GOLDENEYE RESOURCES LLC
HALCON WILLISTON I LLC
HESS BAKKEN INVESTMENTS II LLC
ILAJEAN REAMS
JENNIFER BYSTROM
JOSEPHINE ANN KJONAAS
KOOTENAI RESOURCE CORP
LA PETROLEUM INC
LGFE-M LP
LINDA ELWOOD
LOUIS WALTER LONG
MARCIN PRODUCTION LLC
MICHAEL HARVEY STERUD
MISSOURI RIVER ROYALTY CORPORATION
MONTANA OIL PROPERTIES INC
MONTE TEDDY LONG
NATURAL RESOURCE PARTNERS LP
NORTHERN ENERGY CORP
NORTHERN OIL AND GAS INC
PETROGULF CORP
QEP ENERGY COMPANY
RAINBOW ENERGY MARKETING CORP
RONALD KNIGHT
S REGER FAMILY INC

SLAWSON EXPLORATION COMPANY INC
SLAWSON RESOURCES COMPANY
SPOTTED HAWK DEVELOPMENT LLC
STEWART GEOLOGICAL INC
TDB RESOURCES LP
USG PROPERTIES BAKKEN II LLC
VERSA ENERGY LLC
VITESSE ENERGY LLC
VITESSE OIL LLC
W NORTH FUND II LP
ZAGOIL COMPANY LLC

SCHEDULE 6

**LIST OF NON-OPERATING WORKING INTEREST OWNERS OR JOINT
VENTURERS IN QEP OPERATED WELLS**

3LAND INC
ACTION REALTORS INC
ADELE L. SKODA
AMERADA HESS CORPORATION
ANDREW J HORVAT REVOCABLE TRUST
ARMSTRONG CHILDREN'S TRUST
ARMSTRONG MINERALS, LLC
AVALON NORTH LLC
BADLANDS HOLDING COMPANY
BANDED ROCK LLC
BIG PRAIRIE INVESTMENTS, LLC
BLACK STONE ENERGY COMPANY, LLC
BORGOIL RESOURCES, LLP
BRUCE P. IVERSON
BURLINGTON RESOURCES OIL & GAS
BXP PARTNERS III, LP
CHUGASH EXPLORATION LP
CONTINENTAL RESOURCES INC
COPPERHEAD CORPORATION
CRESCENT ENERGY, INC.
CRS MINERALS LLC
DAKOTA WEST LLC
DALE LEASE ACQUISITIONS 2011-B LP
DAVIS EXPLORATION
DEBRA KAY TORNBERG
DEEP CREEK EXPLORATION LLC
DEVON ENERGY PRODUCTION CO. LP
DIAMOND EXPLORATION INC
DORCHESTER MINERALS LP
DUANE A. IVERSON
E. W. BOWLES
ENDEAVOR ENERGY RESOURCES LP
ENERPLUS RESOURCES (USA)
ESTATE OF ROBERT J MCCANN JR
EZ OIL, LLC

FORESTAR PETROLEUM GROUP
GAEDEKE WILLISTON BASIN HOLDINGS
GARY LEE MCCORMICK
GREEN RIVER ENERGY LLC
HALCON RESOURCES CORP COMPANY
HESS BAKKEN INVESTMENTS II LLC
HESS CORPORATION
INTERNATIONAL PETROLEUM CORPORATION
INTERNOS, INC.
J KAMP OIL LLC
JEFF GARSKE
JERALDINE BJORNSON
JJS WORKING INTERESTS LLC
JOEL ALM
JOHN B. BJORNSON
JT ENERGY, LLC
JTT OIL LLC
JUNE ANN GREENBERG
KENNETH STEVENSON
KODIAK OIL & GAS (USA) INC
L LOWRY MAYS
LANDSOUTH PROPERTIES, LLC
LEE MCCORMICK MARITAL TRUST
LEGION LAND & EXPLORATION CORP
LELAND STENEHJEM, JR.
LGFE-M L.P.
LINDSEY K MULLENIX
LMAC, LLC
LONE RIDER TRADING COMPANY
LONETREE ENERGY & ASSOCIATES
M & M ENERGY INC
MADDOX FAMILY TRUST
MARATHON OIL COMPANY
MBI OIL & GAS LLC
MCBRIDE OIL & GAS CORPORATION
MILBURN INVESTMENTS, LLC
MISSOURI RIVER ROYALTY COMPANY
MUREX PETROLEUM CORPORATION
NORTHERN ENERGY CORPORATION
NORTHERN OIL AND GAS, INC.

NORTHLAND ROYALTY CORPORATION
NOWITZKI OIL & GAS LP
O. A. HANSON
OPINOR ANNA PTY KAISER FUND
PETROGLYPH ENERGY
PETROVAUGHN INC.
PHILIP R. BISHOP
PRADERA DEL NORTE, INC.
RALPH MADDOX FAMILY TRUST
RAVEN OIL PROPERTIES INC
REEF 2011 PRIVATE DRILLING FUND LP
ROBERT J. MCCORMICK
ROBERT POST JOHNSON
SCOTT ENERGY, LLC
SCOTT K. BJORNSON
SCOTT WARD
SIDNEY K. LEACH
SIERRA RESOURCES INC
SINCLAIR OIL & GAS COMPANY
SIXTY NINE OIL & GAS LP
SKLARCO LLC
SLAWSON EXPLORATION CO INC
SM ENERGY COMPANY
SOUTH FORK EXPLORATION, LLC
SPOTTED HAWK DEVELOPMENT LLC
SRP ENTERPRISES, INC.
STEVEN H HARRIS FAMILY LIMITED
STUBER MINERAL RESOURCES LLC
SUNDHEIM OIL CORPORATION
SUSAN D STENEHJEM
THE ERICKSON FAMILY TRUST
THE MILLENNIUM CORPORATION
THE TRIPLE T INC.
TIMOTHY J. RITTER
TL & JH KAISER SUPERANNUATION
TURMOIL INC
TWIN CITY TECHNICAL, LLC
USG PROPERTIES BAKKEN II LLC
VINNIE CORP
VINTAGE OIL & GAS, LLC

VIVIAN MCCORMICK WARREN
WESTERN ENERGY CORPORATION
WILLIAM G SEAL ESTATE
WOLF ENERGY LLC
XTO ENERGY INC
XTO OFFSHORE INC
ZACHARY D VANOVER

SCHEDULE 7

**LIST OF NON OPERATING WORKING INTEREST OWNERS
OR JOINT VENTURERS IN SLAWSON OPERATED WELLS**

A.G. Andrikopoulos Resources, Inc.
Abercrombie Energy, Inc.
Alameda Energy, Inc.
Anthony J. Klein
Bakken HBT II, LP
Beartooth Ridge Resources, Inc.
Beck Sherven Legion Post #290
Benjamin Kirkaldie
BigSky Oil & Gas, LLC
Bob Featherer LLC
Brendall Energy, LLC
Burlington Northern & Sante Fe
C King Oil
Cedar Creek Wolverine, LLC
Centaur Consulting, LLC
Chugash Exploration, LP
Comanche Exploration Company
Continental Resources, Inc.
Craig A. Slawson
D. Sumner Chase, III 2001 Irr. Trust
David L. Hilleren
David W. Strickler Trust
Davis Exploration, LLC
Deep Blue, LLC
Dogwood Hill Farms, LLC
DS&S Chase, LLC
Enerplus Resources (USA) Corp
Formation Energy LP
Frederic Putnam
Gadeco, LLC

Gaedeke Williston Basin, Ltd.
Gasco Limited Partnership
GHG Partners, LLC
Great Plains Oil Properties, LLC
Greenhead Energy, Inc.
Gulfport Energy Corporation
HRC Energy, LLC
Huston Energy Corporation
Icenine Properties, LLC
Inland Oil and Gas Corporation
James H Bragg
John Schell
Kenneth Lyson and Claudia G. Lyson
Kodiak Oil & Gas (USA), Inc.
Kootenai Resources Corporation
L D Davis & Marilyn Davis, JTS
Lario Oil and Gas Company
Linn Energy Holdings, LLC
Marcin Production, LLC
Mark Lee
Marshall & Winston, Inc.
Mary Newman
Melbby Gas III, LLC
Missouri River Royalty Corporation
Montana Oil Properties, Inc.
MRG Holdings, LLC
Mwiley Resources, Inc.
Nadel and Gussman Bakken, LLC
Northern Oil and Gas, Inc.
Oxy USA, Inc.
Pegasus Group Inc.
Petro-Huston, LLC
Petroshale (US) Inc.
Pine Oil Co.
Pine Petroleum, Inc.
Piscato Oil, LLC

Polish Oil & Gas, Inc.
Raymond Resources Inc.
Riley Resources, Inc.
Robert A. Erickson & Cleo
S. Reger Family, Inc.
Sheringham Corporation
Slawson Resources Co.
Statoil Oil & Gas, LP
Stewart Geological, Inc.
Stuart F. Chase
Stuart F. Chase 2001 Irr. Trust
Thomas Lambert
Todd Slawson
Todd Slawson Trust
Tracker Resource Development III, LLC
U S Energy Development Corporation
USG Properties Bakken II, LLC
Vitesse Energy, LLC
Vitesse Oil, LLC
W B Oil LLC
Whiting Oil and Gas
Windsor Dakota, LLC
Zagoil Company, LLC

SCHEDULE 15

LIST OF UTCC'S INSURERS AND REINSURERS

Canadian Insurance Companies

ACE INA Insurance

Chartis Insurance Company of Canada (n/k/a AIG Insurance Company of Canada)

Westport Insurance Corporation

U.S. Insurance Companies

ACE American Insurance Company

American Zurich Insurance Company

Lexington Insurance Company

North American Capacity Insurance Company

Starr Indemnity & Liability Company

Bermudian Insurance Companies

ACE Bermuda Insurance Ltd.

Allied World Assurance Company Ltd.

Argo Re Ltd.

Chartis Excess Limited (n/k/a American International Reinsurance Company Ltd.)

Chubb Atlantic Indemnity Ltd.

Hanseatic Insurance Company (Bermuda) Limited

Iron-Starr Excess Agency Ltd. / Ironshore Insurance Ltd. / Starr Insurance & Reinsurance Limited

Starr Insurance & Reinsurance Limited

XL Insurance (Bermuda) Ltd.

SCHEDULE 18

**LIST OF NON-OPERATING INTEREST OWNERS OR JOINT VENTURERS IN
BURLINGTON RESOURCES OIL & GAS COMPANY LP (A WHOLLY OWNED
SUBSIDIARY OF CONOCOPHILLIPS) OPERATED WELLS**

Continental Resources Inc.
Hess Corporation
Hess Bakken Investment II, LLC
JAG Oil Limited Partnership
Linn Energy Holdings LLC
Newfield Production Company
Northern Oil & Gas, Inc.
Twin City Technical LLC
WM ND Energy Resources II, LLC
QEP Energy Co.
Questar Exploration & Production Co.

SCHEDULE 23

LIST OF IRVING INSURERS

1. ACE INA Insurance
 - CGL 523952
 - XBC 602712
2. Zurich Insurance plc, UK Branch
 - B0509E1149413
 - B0509E1181313
3. Zurich Insurance Company Ltd
 - 8840960
 - 8838799
4. AEGIS, Syndicate AES 1225
 - B0509E1149413
5. Mitsui Sumitomo, Insurance Corporate Capital, Limited as sole member of Syndicate, 3210 at Lloyds
 - B0509E1181113
6. QBE Casualty Syndicate 386
 - B0509E1181113
7. QBE Syndicate 1886
 - B0509E1181113
8. Underwriters at Lloyd's and Lloyd's Syndicates, Subscribing to Policy No. B0509HM231013, including the following
 - AEGIS Syndicate AES 1225
 - Syndicate CNP 4444
 - Syndicate MKL 3000
 - Syndicate HIS 33
 - Syndicate LIB 4472
 - Syndicate ANV 1861
 - Syndicate MFM 2468
 - Syndicate AUW 609
 - Syndicate TUL 1301

- Syndicate SKD 1897
 - Syndicate AML 2001
 - Syndicate NAV 1221
 - Syndicate TRV 5000
9. XL Insurance (Bermuda) Ltd.
- XLUMB-742875
10. Oil Casualty Insurance, Ltd.
- U920303-0313
11. Argo Re Ltd.
- ARGO-CAS-OR-000227.1
12. Chubb Atlantic Indemnity Ltd.
- 3310-17-91
13. Zurich Insurance Company Ltd
- 8838799
14. Iron-Starr Excess Agency Ltd.
- 1S0000822
15. AIG Excess Liability Insurance International Limited
- 1657346
16. ACE Bermuda Insurance Ltd.
- 1OC-1338/5
17. Liberty Mutual Insurance Company
- XSTO-631084-013
18. ACE Underwriting Agencies Limited, as managing agency of Syndicate 2488 at Lloyd's, and
ACE European Group Limited
- B0509EI181413

SCHEDULE 24

LIST OF WORLD FUEL INSURERS (Subject to Note 1 below)

1. Zurich American Insurance Company (“Zurich”). Zurich is included in Schedule A only with respect to its indemnity limits, and not with respect to its obligation to defend or pay defense costs to the World Fuel Parties. Zurich is included on Schedule A solely with respect to the following policies:
 - Zurich American Insurance Company Policy GLO 5955601-00 (eff. 07/01/2013 – 07/01/2014); and
 - Zurich American Insurance Company Policy ZE 5761197-00 (eff. 07/01/2013 – 07/01/2014)

2. Federal Insurance Company (GL) (“Federal (GL)”). Federal (GL) is included in Schedule A only with respect to its indemnity limits, and not with respect to its obligation to defend or pay defense costs to the World Fuel Parties. Federal (GL) is included on Schedule A solely with respect to the following policy:
 - Federal Insurance Company Policy 3597-82-72 NHO (eff. 11/07/2012 – 11/07/2013)

3. Alterra Excess & Surplus Insurance Company (“Alterra”). Alterra is included on Schedule A solely with respect to the following policy:
 - Alterra Excess & Surplus Insurance Company Policy MAX3EC50000211 (eff. 11/07/2012 – 11/07/2013)

4. ACE Property and Casualty Insurance Company (“ACE”). Ace is included on Schedule A solely with respect to the following policy:
 - ACE Property and Casualty Insurance Company Policy XOO G27047026 (eff. 07/01/2013 – 07/01/2014)

5. Ironshore Specialty Insurance Company (“Ironshore”). Ironshore is included on Schedule A solely with respect to the following policy:
 - Ironshore Specialty Insurance Company Policy 001709800 (eff. 07/01/2013 – 07/01/2014)

6. *XL Insurance America, Inc. (“XL”). XL is included on Schedule A solely with respect to the following policy:
 - XL Insurance America, Inc. Policy US00065550LI13A (eff. 07/01/2013 – 07/01/2014)]
 - * settlement subject to determination of WFS’s ultimate derailment liability

7. Federal Insurance Company and Chubb Custom Insurance Company (Pollution) (“collectively, Chubb”). Chubb is included on Schedule A solely with respect to the following policies:
 - Federal Insurance Company Policy 37313421 (eff. 10/1/2010 – 10/1/2020);
 - Chubb Custom Insurance Company Policy 37313810 (eff. 4/17/2012 – 4/17/2017); and
 - Chubb Custom Insurance Company Policy 37313496 (eff. 12/31/2010 – 12/31/2020)

8. Lexington Insurance Company and Chartis Specialty Insurance Company (collectively, “AIG”). AIG is included on Schedule A solely with respect to the following policies:
 - Lexington Insurance Company Policy PLS 5652718 (eff. 06/01/11 – 07/01/14);
 - Chartis Specialty Insurance Company Policy PLS 1951951 (eff. 07/01/11 – 07/01/14); and
 - Chartis Specialty Insurance Company PLS 18809548 (eff. 05/11/12 – 05/11/15)

9. Crum and Forster Specialty Insurance Company (“Crum & Forster”). Crum & Forster is included on Schedule A solely with respect to the following policies:
 - Crum & Forster Specialty Insurance Company Policy EPK 101162 (eff. 03/16/13-03/16/14); and
 - Crum & Forster Specialty Insurance Company Policy EFX 100400 (eff. 03/16/13-03/16/14)]

Note 1. Notwithstanding anything above or elsewhere in the Plan or the CCAA Plan, no insurer shall be included in this Schedule 24 or as a Released Party in the Plan or the CCAA Plan, or otherwise obtain the benefits of the Plan or the CCAA Plan, unless and until that insurer enters into a separate settlement agreement with the World Fuel Parties (mutually acceptable to the World Fuel Parties and that insurer) relating to insurance coverage for the Derailment. Any such separate settlement agreement between the World Fuel Parties and an insurer shall be specifically subject to the terms and conditions thereof, notwithstanding anything to the contrary in the Plan, the CCAA Plan, or the Approval Orders (as defined in the CCAA Plan). The releases set forth in the Plan, the CCAA Plan, and the Approval Orders are not intended to, and shall not, extend to or otherwise release or discharge any Claims, rights, privileges, or benefits held by the World Fuel Parties against the World Fuel Insurers or any other insurer of the World Fuel Parties, which shall be governed by such separate settlement agreement between the World Fuel Parties and such World Fuel Insurer or other insurer of the World Fuel Parties.

Schedule B

Derailment Wrongful Death Claims Matrix

Points Allocation Matrix		
Criteria	Points per Criteria	
1. Age of the decedents	Age of Decedent	Points
	<ul style="list-style-type: none"> • Less than 18 • 18 to less than 26 • 26 to less than 60 • 60 to less than 66 • 66 and greater 	<ul style="list-style-type: none"> • 3 • 8 • 10 • 8 • 3
2. If decedent survived by children	Age of Surviving Children	Points
	<ul style="list-style-type: none"> • Less than 21 • 21 to less than 31 • 31 to less than 51 • 51 and greater 	<ul style="list-style-type: none"> • 15 • 7 • 5 • 3
3. If decedent is survived by a spouse	Annual Income of Decedent	Points
	<ul style="list-style-type: none"> • Less than \$20,000 • \$20,000 to less than \$50,000 • \$50,000 to less than \$75,000 • \$75,000 to less than \$100,000 • \$100,000 and greater 	<ul style="list-style-type: none"> • 12.50 • 15.00 • 16.25 • 17.50 • 18.75
4. If decedent is survived by a spouse but no children	<ul style="list-style-type: none"> • If parents, 5 additional points • If no parents, but siblings, then 2.5 points per sibling to a maximum of 7.5 points 	
5. If decedent is not survived by a spouse or child and the decedent <u>is a minor</u>	<ul style="list-style-type: none"> • 10 points for each surviving parent and • 5 points for each surviving sibling 	
6. If decedent is not survived by a spouse or child and the decedent <u>is not a minor</u>	<ul style="list-style-type: none"> • 5 points for each surviving parent and • 2.5 points for each surviving sibling 	
7. If decedent is survived by a child ¹	<ul style="list-style-type: none"> • Set aside of 5% to parents and siblings with a potential reallocation to ensure a minimum payment of \$25,000 to each parent and sibling 	

¹ As set forth in the CCAA Plan, in the event that, following review of the Derailment Property Damage Claims pursuant to the Claims Resolution Order (as defined in the CCAA Plan), the aggregate value of the Derailment Property Damage Claims is reduced below CAD\$75 million, the distribution related to the difference between the amount of CAD\$75 million and the revised aggregate value of these claims (the "Economic Savings") will be allocated as follows: (a) **first**, an amount up to CAD\$884,000 to permit a payment of up to CAD\$24,000 to each of the grandparents and grandchildren of the deceased, in which case the grandparents and grandchildren will be removed from Schedule B and included in this ¶7 of this Schedule A; (b) **second**, an amount of Economic Savings to permit the increase of the carve-out for parents, siblings, grandparents and grandchildren in this ¶7 of this Schedule A to increase from 5% up to the equivalent of 12.5%; and (c) **third**, on a pro-rata basis, to the value of the claims in the other categories described in Section 4.2(a), (b), (d) and (e) of the CCAA Plan. For greater certainty, the total allocation of Economic Savings to increase the allocation to parents, siblings, grandparents and grandchildren to 12.5% in the wrongful death category shall not exceed CAD\$4.9 million.

Victim	Total Points	Allocation %	Estimated Potential Distribution
1	68	4.83%	\$5,374,000
2	23	1.65%	1,830,000
3	32	2.29%	2,548,000
4	20	1.43%	1,592,000
5	15	1.07%	1,194,000
6	20	1.43%	1,592,000
7	6	0.43%	478,000
8	38	2.68%	2,985,000
9	28	1.97%	2,189,000
10	14	1.00%	1,115,000
11	23	1.65%	1,831,000
12	16	1.15%	1,274,000
13	20	1.43%	1,592,000
14	28	1.97%	2,189,000
15	40	2.86%	3,185,000
16	52	3.69%	4,100,000
17	28	1.97%	2,189,000
18	25	1.79%	1,990,000
19	23	1.65%	1,830,000
20	40	2.86%	3,185,000
21	17	1.22%	1,353,000
22	18	1.29%	1,433,000
23	25	1.79%	1,990,000
24	21	1.47%	1,632,000
25	23	1.65%	1,831,000
26	55	3.94%	4,379,000
27	25	1.79%	1,990,000
28	53	3.76%	4,180,000
29	40	2.86%	3,185,000
30	31	2.18%	2,428,000
31	20	1.43%	1,592,000
32	23	1.65%	1,830,000
33	25	1.79%	1,990,000
34	40	2.86%	3,185,000
35	13	0.93%	1,035,000
36	13	0.93%	1,035,000
37	45	3.19%	3,543,000
38	21	1.47%	1,632,000
39	25	1.79%	1,990,000
40	30	2.15%	2,388,000
41	23	1.61%	1,791,000
42	41	2.95%	3,284,000
43	40	2.86%	3,185,000
44	40	2.86%	3,185,000
45	13	0.93%	1,035,000
46	53	3.76%	4,180,000
47	31	2.24%	2,488,000
48	40	2.86%	3,185,000
1,397	100.0%	\$111,216,000	

The amounts above are prior to any fees that may be claimed by the claimants' attorneys or the Class Representatives, as applicable.

(all amounts are in Canadian dollars)

Schedule C

Derailment Moral Damages and Personal Injury Claims Matrix

Distribution Mechanism with Respect to the Moral Damage and Personal Injury Claims

	<u>Points</u>	<u>Estimated # of claimants</u>	<u>Total points</u>	<u>%</u>	<u>Est. Dist.</u>	<u>Dist. per claimant</u>
Trouble & Inconvenience	5.0	3,700	18,500	24.9%	\$11,677,000	\$3,160
<u>Evacuations</u>						
Per day of displacement	1.0	1,850	10,370	14.0%	6,545,000	630
Maximum	30.0					per day
Red Zone/Yellow Zone	50.0	140	7,000	9.4%	4,418,000	31,560
Grandparents and grandchildren (notes 1 & 5)	15.0	50	750	1.0%	473,000	9,460
Post Traumatic Stress - short term (note 2)	50.0	250	5,000	16.8%	7,890,000	31,560
Post Traumatic Stress - long term (note 2)	100.0	250	10,000	33.7%	15,780,000	63,120
Bodily Injury	50.0	2	100	0.1%	63,000	31,500
Buffer (note 3)					2,000,000	
Total (notes 1 & 4)			74,220	100%	\$48,846,000	

Note 1: This is a cumulative calculation, whereby one claimant can fall into more than one category, however wrongful death claimants and grandparents and grandchildren cannot claim for post-traumatic stress.

Note 2: For those who have been given a medical diagnosis of post-traumatic stress, a depressive disorder, an anxiety disorder and/or otherwise remain under medical care for mental health issues arising from the disaster and for those who were present in the red zone at the time of the derailment. In order to qualify in this category and to determine if you qualify for short-term or long-term post-traumatic stress, further details will be required by the Monitor.

Note 3: To be used for any increase in the post-traumatic stress category (if any); thereafter, any unused portion will be distributed to all the other categories of moral damages on a pro rata basis.

Note 4: The final amounts may vary depending on further information received.

Note 5: As set forth in the CCAA Plan, in the event that, following review of the Derailment Property Damage Claims pursuant to the Claims Resolution Order (as defined in the CCAA Plan), the aggregate value of the Derailment Property Damage Claims is reduced below CAD\$75 million, the distribution related to the difference between the amount of CAD\$75 million and the revised aggregate value of these claims (the "Economic Savings") will be allocated as follows: (a) **first**, an amount up to CAD\$884,000 to permit a payment of up to CAD\$24,000 to each of the grandparents and grandchildren of the deceased, in which case the grandparents and grandchildren will be removed from this Schedule B and included in ¶7 of Schedule A; (b) **second**, an amount of Economic Savings to permit the increase of the carve-out for parents, siblings, grandparents and grandchildren in ¶7 of Schedule A to increase from 5% up to the equivalent of 12.5%; and (c) **third**, on a pro-rata basis, to the value of the claims in the other categories described in Section 4.2(a), (b), (d) and (e) of the CCAA Plan. For greater certainty, the total allocation of Economic Savings to increase the allocation to parents, siblings, grandparents and grandchildren to 12.5% in the wrongful death category shall not exceed CAD\$4.9 million.

(all amounts are in Canadian dollars)

Schedule D

Distribution Mechanism with Respect to Property & Economic Damages Claims

**Distribution Mechanism with Respect to the
Property and Economic Damages Claims**

- Property and Economic Damages Claims will be valued pursuant to the Claims Resolution Order.
- The value of the Property and Economic Damages Claims is currently estimated at \$75 million.
- Following the valuation of the Property and Economic Damages Claims pursuant to the Claims Resolution Order, creditors having Proven Claims will be paid on a pro-rata basis.
- In the event that, following the review of these claims pursuant to the Claims Resolution Order, the aggregate value of the Property and Economic Damages Claims is reduced below \$75 million, the difference between the amount of \$75 million and the revised aggregate value of these claims will be allocated on a pro-rata basis to the value of the claims in the other categories described in Sections 4.2 (a) (b) (d) and (e).

Any distributions made may be subject to fees that may be claimed by the claimants' attorneys or the Class Representatives, as applicable.

(all amounts are in Canadian dollars)

EXHIBIT 3

Ballot for Classes 9, 10, 11, and 13

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

BALLOT

**THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF CERTAIN
IMPAIRED CLAIMS AGAINST MONTREAL MAINE & ATLANTIC RAILWAY, LTD.**

Robert J. Keach, chapter 11 trustee (the "Trustee") in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the "Debtor"), is soliciting votes with respect to the *Trustee's Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as it may be amended, modified, or supplemented from time to time, the "Plan"),¹ from the Holders of certain impaired Claims against the Debtor. If you have any questions on how to complete this Ballot, please contact the Trustee's claims and notice agent at (855) 388-4576.

If you are, as of **July 15, 2015**, the Holder of a Claim in Class 9, 10, 11, or 13 under the Plan (collectively, the "Voting Classes"), please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Maine (the "Bankruptcy Court") has approved the *Revised First Amended Disclosure Statement for the Trustee's Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as it may be amended, modified, or supplemented from time to time, the "Disclosure Statement"), which provides information to assist you in deciding whether to vote to accept or reject the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan.

VOTING DEADLINE: September 10, 2015 at 5:00 P.M. (prevailing Eastern Time).

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Trustee's claims and notice agent by no later than 5:00 p.m. (prevailing Eastern Time) on September 10, 2015, unless such time is

¹ All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

extended by the Trustee. If you are sending your Ballot by regular mail, overnight courier or hand delivery, please mail to:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Trustee's claims and notice agent on or before the Voting Deadline and such deadline is not extended by the Trustee, your vote will not count as either an acceptance or rejection of the Plan (unless the Trustee receives no Ballots from any Holders of Claims in your Class, in which case, pursuant to the Plan, your entire Class will be deemed to have voted to accept the Plan).

Even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Ballot.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Trustee reserves all rights to dispute such Claim(s).

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by each Voting Class if (a) it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Plan or (b) no Holder of any Claim in such Class submits a Ballot. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who abstain from voting or who reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.
3. In order for your vote to be counted, this Ballot must be properly completed, signed, and returned in the envelope provided. The deadline for the receipt by the Trustee's claims

and notice agent of all Ballots is no later than **5:00 p.m. (prevailing Eastern Time)** on **September 10, 2015**, unless such time is extended in writing by the Trustee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

4. To properly complete this Ballot, you must follow the procedures described below:
 - a. Make sure that the information contained in Item 1 is correct.
 - b. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2.
 - c. Review and complete Item 3, including the following:
 - i. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be requested to provide satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - ii. provide your name and mailing address; and
 - iii. sign and date your Ballot and provide the remaining information requested.
 - d. Return your Ballot (with an original signature) using the enclosed pre-addressed return envelope or by hand delivery or overnight courier to the Trustee's claims and notice agent at the following address:

By U.S. Mail, Hand Delivery or Overnight Mail:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

5. If you also hold Claims in a Voting Class other than Classes 9, 10, 11, or 13, you will receive a different Ballot for each such Claim. Your vote will be counted in determining acceptance or rejection of the Plan by a Voting Class only if you complete, sign and return the Ballot in accordance with the instructions on that Ballot.
6. If you believe that you have received this Ballot in error, please contact the Trustee's claims and notice agent immediately.

7. IF YOU (A) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS BALLOT, (C) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (D) NEED ADDITIONAL COPIES OF THIS BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE TRUSTEE'S NOTICING AND SOLICITATION AGENT AT (855) 388-4576.

8. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. PLEASE ALSO NOTE THAT THE TRUSTEE'S NOTICING AND SOLICITATION AGENT IS NOT PERMITTED TO GIVE LEGAL ADVICE.

[Remainder of page intentionally left blank. Ballot form follows on next page.]

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claims. The undersigned hereby certifies that it holds Claims against the Debtor in the Voting Class(es) and amount(s) set forth below:

Voting Class	Claim Amount
Class 9 (Derailment Property Damage Claims)	\$ _____
Class 10 (Derailment Government Claims)	\$ _____
Class 11 (Derailment Subrogated Insurance Claims)	\$ _____
Class 13 (General Unsecured Claims)	\$ _____

Item 2. Vote on the Plan. The undersigned Holder of the Claims identified in Item 1 hereby votes to:

Check One Box Only

Accept the Plan

Reject the Plan

Item 3. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement and the Plan, including all exhibits thereto, as well as notice of the hearing to consider confirmation of the Plan. The undersigned certifies that (i) it is the Holder of the Claims identified in Item 1 above, and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned acknowledges that the Trustee’s solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant _____

Social Security No./Federal Tax I.D. No. of Claimant _____

Signature _____

Name of Signatory (if different than claimant) _____

If by Authorized Agent, Title of Agent _____

Street Address _____

City, State and Zip Code _____

Telephone Number _____

E-mail Address _____

Date Completed _____

EXHIBIT 4

Ballot for Class 8 – Derailment Moral Damages and Personal Injury Claims

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**BALLOT FOR CLASS 8,
DERAILMENT MORAL DAMAGES AND PERSONAL INJURY CLAIMS**

**YOU, [NAME OF CLAIMANT], ARE RECEIVING THIS BALLOT FOR PURPOSES
OF VOTING ON THE PLAN AS A HOLDER OF A CLASS 8 CLAIM AGAINST
MONTREAL MAINE & ATLANTIC RAILWAY, LTD.**

Robert J. Keach, chapter 11 trustee (the “Trustee”) in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), is soliciting votes with respect to the *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as it may be amended, modified, or supplemented from time to time, the “Plan”),¹ from the Holders of certain impaired Claims against the Debtor. If you have any questions on how to complete this Ballot, please contact the Trustee’s claims and notice agent at (855) 388-4576.

The Trustee’s records indicate that, as of **July 15, 2015**, you are the Holder of a Claim in Class 8 under the Plan (the “Voting Class”). Please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Maine (the “Bankruptcy Court”) has approved the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as it may be amended, modified, or supplemented from time to time, the “Disclosure Statement,” and the order approving the Disclosure Statement, the “Disclosure Statement Order”), which provides information to assist you in deciding whether to vote to accept or reject the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan.

VOTING DEADLINE: September 10, 2015 at 5:00 P.M. (prevailing Eastern Time).

¹ All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Trustee's claims and notice agent by no later than 5:00 p.m. (prevailing Eastern Time) on September 10, 2015, unless such time is extended by the Trustee. If you are sending your Ballot by regular mail, overnight courier or hand delivery, please mail to:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Trustee's claims and notice agent on or before the Voting Deadline and such deadline is not extended by the Trustee, your vote will not count as either an acceptance or rejection of the Plan (unless the Trustee receives no Ballots from any Holders of Claims in your Class, in which case, pursuant to the Plan, your entire Class will be deemed to have voted to accept the Plan).

Even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Ballot.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Trustee reserves all rights to dispute such Claim(s).

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT

- 1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by each Voting Class if (a) it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Plan or (b) no Holder of any Claim in such Class submits a Ballot. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who abstain from voting or who reject the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your vote to be counted, this Ballot must be properly completed, signed, and returned in the envelope provided. The deadline for the receipt by the Trustee's claims and notice agent of all Ballots is no later than **5:00 p.m. (prevailing Eastern Time) on September 10, 2015**, unless such time is extended in writing by the Trustee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

4. To properly complete this Ballot, you must follow the procedures described below:
 - a. Make sure that the information contained in Item 1 is correct.
 - b. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2.
 - c. Review and complete Item 3, including the following:
 - i. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be requested to provide satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - ii. provide your name and mailing address; and
 - iii. sign and date your Ballot and provide the remaining information requested.
 - d. Return your Ballot (with an original signature) using the enclosed pre-addressed return envelope or by hand delivery or overnight courier to the Trustee's claims and notice agent at the following address:

By U.S. Mail, Hand Delivery or Overnight Mail:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

5. If you also hold Claims in a Voting Class other than Classes 9, 10, 11, or 13, you will receive a different Ballot for each such Claim. Your vote will be counted in determining acceptance or rejection of the Plan by a Voting Class only if you complete, sign and return the Ballot in accordance with the instructions on that Ballot.
6. If you believe that you have received this Ballot in error, please contact the Trustee's claims and notice agent immediately.

7. IF YOU (A) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS BALLOT, (C) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (D) NEED ADDITIONAL COPIES OF THIS BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE TRUSTEE'S CLAIMS AND NOTICE AGENT AT (855) 388-4576.

8. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. PLEASE ALSO NOTE THAT THE TRUSTEE'S CLAIMS AND NOTICE AGENT IS NOT PERMITTED TO GIVE LEGAL ADVICE.

[Remainder of page intentionally left blank. Ballot form follows on next page.]

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claims (for voting purposes only). To the extent required to determine whether Class 8 has accepted or rejected the Plan, the value of the undersigned’s claim shall be determined in accordance with (a) the Distribution Mechanism with Respect to the Moral Damage Claims attached as Schedule B to the Plan (the “Matrix”) and (b) the Derailment Claims Voting Procedures approved in the Disclosure Statement Order. Pursuant to the Derailment Claims Voting Procedures, solely for voting purposes, the aggregate value of Derailment Moral Damages and Personal Injury Claims is deemed to be \$100 million. The dollar value of an individual Holder’s vote will equal the percentage of the points assigned to such Holder in the Matrix times the deemed aggregate value of the Claims in such Class (\$100 million). By way of example, if the Holder of a Derailment Moral Damages and Personal Injury Claim would be awarded 5% of the total Matrix points, the dollar value of his or her vote would be five million dollars (\$5,000,000.00).

Item 2. Vote on the Plan. The undersigned Holder of the Claims identified in Item 1 hereby votes to:

Check One Box Only

Accept the Plan

Reject the Plan

Item 3. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement and the Plan, including all exhibits thereto, as well as notice of the hearing to consider confirmation of the Plan. The undersigned certifies that (i) it is the Holder of the Claims identified in Item 1 above, and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned acknowledges that the Trustee’s solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant _____

Social Security No./Federal Tax I.D. No. of Claimant _____

Signature _____

Name of Signatory (if different than claimant) _____

If by Authorized Agent, Title of Agent _____

Street Address _____

City, State and Zip Code _____

Telephone Number _____

E-mail Address _____

Date Completed _____

EXHIBIT 5

Ballot for Class 12 – Derailment Wrongful Death Claims

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**BALLOT FOR CLASS 12,
DERAILMENT WRONGFUL DEATH CLAIMS**

**YOU, [NAME OF CLAIMANT], ARE RECEIVING THIS BALLOT FOR PURPOSES
OF VOTING ON THE PLAN AS A HOLDER OF A CLASS 12 CLAIM AGAINST
MONTREAL MAINE & ATLANTIC RAILWAY, LTD.**

Robert J. Keach, chapter 11 trustee (the “Trustee”) in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), is soliciting votes with respect to the *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as it may be amended, modified, or supplemented from time to time, the “Plan”)¹ from the Holders of certain impaired Claims against the Debtor. If you have any questions on how to complete this Ballot, please contact the Trustee’s claims and notice agent at (855) 388-4576.

The Trustee’s records indicate that, as of **July 15, 2015**, you are the Holder of a Claim in Class 12 under the Plan (the “Voting Class”). Please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Maine (the “Bankruptcy Court”) has approved the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as it may be amended, modified, or supplemented from time to time, the “Disclosure Statement,” and the order approving the Disclosure Statement, the “Disclosure Statement Order”), which provides information to assist you in deciding whether to vote to accept or reject the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

IMPORTANT

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan.

VOTING DEADLINE: September 10, 2015 at 5:00 P.M. (prevailing Eastern Time).

¹ All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Trustee's noticing and solicitation agent by no later than 5:00 p.m. (prevailing Eastern Time) on September 10, 2015, unless such time is extended by the Trustee. If you are sending your Ballot by regular mail, overnight courier or hand delivery, please mail to:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Trustee's noticing and solicitation agent on or before the Voting Deadline and such deadline is not extended by the Trustee, your vote will not count as either an acceptance or rejection of the Plan (unless the Trustee's noticing and solicitation agent receives no Ballots from any Holders of Claims in your Class, in which case, pursuant to the Plan, your entire Class will be deemed to have voted to accept the Plan).

Even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Ballot.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Trustee reserves all rights to dispute such Claim(s).

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT

- 1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by each Voting Class if (a) it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such Class voting on the Plan or (b) no Holder of any Claim in such Class submits a Ballot. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who abstain from voting or who reject the Plan and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your vote to be counted, this Ballot must be properly completed, signed, and returned in the envelope provided. The deadline for the receipt by the Trustee's noticing and solicitation agent of all Ballots is no later than **5:00 p.m. (prevailing Eastern Time)** on **September 10, 2015**, unless such time is extended in writing by the Trustee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

4. To properly complete this Ballot, you must follow the procedures described below:
 - a. Make sure that the information contained in Item 1 is correct.
 - b. Cast a vote to accept or reject the Plan by checking the appropriate box in Item 2.
 - c. Review and complete Item 3, including the following:
 - i. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be requested to provide satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - ii. provide your name and mailing address; and
 - iii. sign and date your Ballot and provide the remaining information requested.
 - d. Return your Ballot (with an original signature) using the enclosed pre-addressed return envelope or by hand delivery or overnight courier to the Trustee's noticing and solicitation agent at the following address:

By U.S. Mail, Hand Delivery or Overnight Mail:

**Montreal Maine Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022**

5. If you also hold Claims in a Voting Class other than Classes 9, 10, 11, or 13, you will receive a different Ballot for each such Claim. Your vote will be counted in determining acceptance or rejection of the Plan by a Voting Class only if you complete, sign and return the Ballot in accordance with the instructions on that Ballot.

6. If you believe that you have received this Ballot in error, please contact the Trustee's noticing and solicitation agent immediately.
7. IF YOU (A) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS BALLOT, (C) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (D) NEED ADDITIONAL COPIES OF THIS BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE TRUSTEE'S CLAIMS AND NOTICING AGENT AT (855) 388-4576.
8. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. PLEASE ALSO NOTE THAT THE TRUSTEE'S CLAIMS AND NOTICING AGENT IS NOT PERMITTED TO GIVE LEGAL ADVICE.

[Remainder of page intentionally left blank. Ballot form follows on next page.]

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claims (for voting purposes only). To the extent required to determine whether Class 12 has accepted or rejected the Plan, the value of the undersigned's claim shall be determined in accordance with (a) the Distribution Mechanism with Respect to the Wrongful Death Claims attached as Schedule A to the Plan (the "Matrix") and (b) the Derailment Claims Voting Procedures approved in the Disclosure Statement Order. Pursuant to the Derailment Claims Voting Procedures, solely for voting purposes, the aggregate value of Derailment Wrongful Death Claims is deemed to be \$200 million. The dollar value of an individual Holder's vote will equal the percentage of the points assigned to such Holder in the Matrix times the deemed aggregate value of the Claims in such Class (\$200 million). By way of example, if the Holder of a Derailment Wrongful Death Claim would be awarded 5% of the total Matrix points, the dollar value of his or her vote would be ten million dollars (\$10,000,000.00).

Item 2. Vote on the Plan. The undersigned Holder of the Claims identified in Item 1 hereby votes to:

Check One Box Only

Accept the Plan

Reject the Plan

Item 3. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement and the Plan, including all exhibits thereto, as well as notice of the hearing to consider confirmation of the Plan. The undersigned certifies that (i) it is the Holder of the Claims identified in Item 1 above, and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned acknowledges that the Trustee's solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant _____

Social Security No./Federal Tax I.D. No. of Claimant _____

Signature _____

Name of Signatory (if different than claimant) _____

If by Authorized Agent, Title of Agent _____

Street Address _____

City, State and Zip Code _____

Telephone Number _____

E-mail Address _____

Date Completed _____

EXHIBIT 6

Notice of Non-Voting Status (Unimpaired – Deemed to Accept)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO
CLASSES DEEMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on July __, 2015, the United States Bankruptcy Court for the District of Maine (the “Bankruptcy Court”) entered an order [D.E. ____] (the “Disclosure Statement Order”) that, among other things: (a) approved the adequacy of the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as it may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) filed in support of *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as it may be amended, modified, or supplemented from time to time, the “Plan”);¹ and (b) authorized Robert J. Keach, chapter 11 trustee (the “Trustee”) in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”) to solicit votes to accept to reject the Plan from the Holders of certain impaired Claims against the Debtor.

PLEASE TAKE FURTHER NOTICE THAT according to the Trustee’s records, you hold one or more Claims in any of Classes 1 through 7 under the Plan. As such, you are receiving this notice because **your Claim(s) is/are Unimpaired under the Plan and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are not entitled to vote on the Plan because you are conclusively presumed to have accepted the Plan.** As such, and in accordance with the Disclosure Statement Order, you have received a copy of the Confirmation Hearing Notice together with this Notice.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement, the Disclosure Statement Order, the Plan, and the other documents and materials included in the Solicitation Packages (excepting Ballots) may be obtained at no charge from the Trustee’s counsel at the address below. You may also obtain copies of any pleadings filed in the Chapter 11 Case for a fee via PACER at: <http://www.meb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Disclosure Statement Order, the Court has established **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)**

¹ All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the *Trustee’s Motion for an Order (I) Approving Proposed Disclosure Statement; (II) Establishing Notice, Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; and (IV) Establishing Notice and Objection Procedures for Confirmation of the Plan* [D.E. 1432] (the “Disclosure Statement Motion”), as applicable.

as the deadline for filing and serving objections to the confirmation of the Plan (the "Confirmation Objection Deadline"). Any objections to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim; (iv) state with particularity the basis and nature of any objection to the Plan; (v) propose a modification to the Plan that would resolve such objection (if applicable); and (vi) be filed, contemporaneously with a proof of service, with the Court and served so as to be actually received by each of the following notice parties by the Objection Deadline:

<p><i>Chapter 11 Trustee:</i></p> <p>Robert J. Keach, Esq. BERNSTEIN, SHUR, SAWYER & NELSON, P.A. 100 Middle Street P.O. Box 9729 Portland, ME 04104 Telephone: (207) 774-1200 Facsimile: (207) 774-1127</p>	<p><i>U.S. Trustee:</i></p> <p>Stephen G. Morrell, Esq. OFFICE OF THE U.S. TRUSTEE 537 Congress Street Portland, ME 04101 Telephone: (207) 780-3564</p>
---	--

Dated: _____, 2015

**ROBERT J. KEACH
CHAPTER 11 TRUSTEE OF MONTREAL
MAINE & ATLANTIC RAILWAY, LTD.**

By his attorneys:

D. Sam Anderson, Esq.
Lindsay K. Zahradka, Esq. (admitted *pro hac vice*)
Timothy J. McKeon, Esq.
Roma N. Desai, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
Tel: (207) 774-1200
Fax: (207) 774-1127

EXHIBIT 7

Notice of Non-Voting Status (Impaired – Deemed to Reject)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO
CLASSES DEEMED TO REJECT THE PLAN**

PLEASE TAKE NOTICE THAT on July __, 2015, the United States Bankruptcy Court for the District of Maine (the “Bankruptcy Court”) entered an order [D.E. ____] (the “Disclosure Statement Order”) that, among other things: (a) approved the adequacy of the *Revised First Amended Disclosure Statement for the Trustee’s Plan of Liquidation Dated July 15, 2015* [D.E. 1535] (as it may be amended, modified, or supplemented from time to time, the “Disclosure Statement”) filed in support of *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [D.E. 1534] (as it may be amended, modified, or supplemented from time to time, the “Plan”);¹ and (b) authorized Robert J. Keach, chapter 11 trustee (the “Trustee”) in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”) to solicit votes to accept to reject the Plan from the Holders of certain impaired Claims against the Debtor.

PLEASE TAKE FURTHER NOTICE THAT according to the Trustee’s records, you hold a Claim in Class 14 or an Equity Interest in Class 15 under the Plan. As such, you are receiving this notice because **the Plan provides for no recovery on account of your Claims or Equity Interests and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are not entitled to vote on the Plan because you are conclusively presumed to have accepted the Plan.** As such, and in accordance with the Disclosure Statement Order, you have received a copy of the Confirmation Hearing Notice together with this Notice.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement, the Disclosure Statement Order, the Plan, and the other documents and materials included in the Solicitation Packages (excepting Ballots) may be obtained at no charge from the Trustee’s counsel at the address below. You may also obtain copies of any pleadings filed in the Chapter 11 Case for a fee via PACER at: <http://www.meb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Disclosure Statement Order, the Court has established **September 10, 2015 at 5:00 p.m. (prevailing Eastern Time)**

¹ All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the *Trustee’s Motion for an Order (I) Approving Proposed Disclosure Statement; (II) Establishing Notice, Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; and (IV) Establishing Notice and Objection Procedures for Confirmation of the Plan* [D.E. 1432] (the “Disclosure Statement Motion”), as applicable.

as the deadline for filing and serving objections to the confirmation of the Plan (the "Confirmation Objection Deadline"). Any objections to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim; (iv) state with particularity the basis and nature of any objection to the Plan; (v) propose a modification to the Plan that would resolve such objection (if applicable); and (vi) be filed, contemporaneously with a proof of service, with the Court and served so as to be actually received by each of the following notice parties by the Objection Deadline:

<p>Chapter 11 Trustee:</p> <p>Robert J. Keach, Esq. BERNSTEIN, SHUR, SAWYER & NELSON, P.A. 100 Middle Street P.O. Box 9729 Portland, ME 04104 Telephone: (207) 774-1200 Facsimile: (207) 774-1127</p>	<p>U.S. Trustee:</p> <p>Stephen G. Morrell, Esq. OFFICE OF THE U.S. TRUSTEE 537 Congress Street Portland, ME 04101 Telephone: (207) 780-3564</p>
--	---

Dated: _____, 2015

**ROBERT J. KEACH
CHAPTER 11 TRUSTEE OF MONTREAL
MAINE & ATLANTIC RAILWAY, LTD.**

By his attorneys:

D. Sam Anderson, Esq.
Lindsay K. Zahradka, Esq. (admitted *pro hac vice*)
Timothy J. McKeon, Esq.
Roma N. Desai, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
Tel: (207) 774-1200
Fax: (207) 774-1127

Certificate of Notice Page 112 of 118

United States Bankruptcy Court
District of MaineIn re:
Montreal Maine & Atlantic Railway Ltd.
DebtorCase No. 13-10670-PGC
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0100-1

User: kford
Form ID: pdf900Page 1 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 19, 2015.

db +Montreal Maine & Atlantic Railway Ltd., 15 Iron Road, Hermon, ME 04401-1136
 aty +Alan S. Gilbert, 233 South Wacker Drive, Suite 7800, Chicago, IL 60606-6459
 aty #+Allison M. Brown, Weil, Gotshal & Manges LLP, 301 Carnegie Center, Suite 303,
 Princeton, NJ 08540-6589
 aty +Arvin Maskin, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119
 aty Bernstein, Shur, Sawyer & Nelson, 100 Middle Street 6th Floor, PO Box 9729,
 Portland, ME 04104-5029
 aty +Bill Kroger, Baker Botts, 910 Louisiana Street, Houston, TX 77002-4995
 aty +Blaire Cahn, Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, NY 10153-0119
 aty +Christopher Fong, Esq., Paul Hastings LLP, 75 East 55th St., New York, NY 10022-3404
 aty +Christopher J. Panos, Partridge Snow & Hahn, 30 Federal Street, Boston, MA 02110-2508
 aty +Craig D. Brown, Meyers & Flowers, LLC, 3 North Second Street, Suite 300,
 St. Charles, IL 60174-1870
 aty Dennis M. Ryan, Esq., Faegre Baker Daniels LLP, 90 South 7th St Ste 2200,
 Minneapolis, MN 55402-3901
 aty +Devon H. MacWilliam, Partridge Snow & Hahn, LLP, 30 Federal Street, Boston, MA 02110-2508
 aty #+Diane P. Sullivan, Weil, Gotshal & Manges LLP, 301 Carnegie Center, Suite 303,
 Princeton, NJ 08540-6589
 aty +Elizabeth S. Whyman, Murtha Cullina LLP, 99 High Street, Boston, MA 02110-2327
 aty +Eric M. Hocky, Clark Hill Thorp Reed, 2005 Market Street, Suite 1000,
 Philadelphia, PA 19103-7031
 aty +Isley Markman Gostin, WilmerHale, 1875 Pennsylvania Avenue, NW, Washington, DC 20006-3642
 aty +James K. Robertson, Jr., Esq., Carmody Torrance Sandak & Hennessey, 50 Leavenworth Street,
 Waterbury, CT 06702-2112
 aty +Jason R. Gagnon, Esq., Carmody Torrance Sandak & Hennessey, 50 Leavenworth Street,
 Waterbury, CT 06702-2112
 aty +Jeffrey C. Steen, Esq., Sidley Austin LLP, One South Dearborn, Chicago, IL 60603-2323
 aty +Ji Eun Kim, Paul Hastings, LLP, 75 East 55th Street, New York, NY 10022-3404
 aty +John L. Scott, Reed Smith LLP, 599 Lexington Avenue, New York, NY 10022-7684
 aty Joseph M Bethony, Gross, Minsky & Mogul, P.A., 23 Water Street, Suite 400, PO Box 917,
 Bangor, ME 04402-0917
 aty +Joseph P. Rovira, Andrews Kurth LP, 600 Travis St., Suite 4200, Houston, TX 77002-2929
 aty +Julie Alleen Hardin, Reed Smith LLP, 811 Main Street, Suite 1700, Houston, TX 77002-6110
 aty +Kyle J. Ortiz, Esq., Paul Hastings LLP, 75 East 55th Street, New York, NY 10022-3404
 aty +Luc A. Despins, Paul Hastings, LLP, 75 East 55th Street, New York, NY 10022-3404
 aty +Marcia L. Goldstein, Weil, Gotshal & Manges LLP, 767 Fifth Avenue,
 New York, NY 10153-0119
 aty +Marcus A. Helt, Gardere Wynne Sewell LLP, 1601 Elm St., Ste. 3000, Dallas, TX 75201-4761
 aty +Mark W. Zimmerman, Clausen Miller PC, 10 South LaSalle Street, Chicago, IL 60603-1098
 aty +Maureen Daneby Cox, Esq., Carmody Torrance Sandak & Hennessey, 50 Leavenworth Street,
 Waterbury, CT 06702-2112
 aty +Michael R. Enright, Robinson & Cole, LLP, 280 Trumbull Street, Hartford, CT 06103-3597
 aty +Michael S. Wolly, Esq., Zwerdling, Paul, Kahn & Wolly, PC, 1025 Connecticut Ave., N.W.,
 Washington, DC 20036-5405
 aty +Omar J. Alaniz, Baker Botts, 2001 Ross Avenue, Dallas, TX 75201-2980
 aty +Paul Hastings LLP, 75 East 55th St., New York, NY 10022-3404
 aty +Randy L. Fairless, Johanson & Fairless, LLC, 1456 First Colony Blvd.,
 Sugar Land, TX 77479-4084
 aty +Robert Jackstadt, Tueth, Keeney, Cooper, Mohan & Jackstadt, 101 West Vandalia, Suite 210,
 Edwardsville, IL 62025-1949
 aty +Sarah R. Borders, King & Spalding LLP, 1180 Peachtree Street, NE, Atlanta, GA 30309-7525
 aty +Shaw Fishman Glantz & Towbin LLC, 321 N, Clark Street, Suite 800, Chicago, IL 60654-4766
 aty +Stefanie Wowchuck McDonald, 233 South Wacker Drive, Suite 7800, Chicago, IL 60606-6459
 aty +Stephen Edward Goldman, Robinson & Cole LLP, 280 Trumbull Street, Hartford, CT 06103-3597
 aty +Stephen Wald, Partridge Snow & Hahn, LLP, 30 Federal Street, Boston, MA 02110-2508
 aty +Steven J. Boyajian, Robinson & Cole LLP, One Financial Plaza, Suite 1430,
 Providence, RI 02903-2485
 aty +Terence M. Hynes, Esq., Sidley Austin LLP, 1501 K. Street N.W., Washington, DC 20005-1420
 aty +Thomas A. Labuda, Jr., Sidley Austin, LLP, One South Dearborn, Chicago, IL 60603-2323
 aty +Timothy A. Davidson, Andrews Kurth LP, 600 Travis St., Suite 4200, Houston, TX 77002-2929
 aty +Victoria Morales, Esq., Maine Department of Transportation, 16 State House Station,
 Augusta, ME 04333-0016
 aty +Victoria Vron, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119
 aty +Virginia Strasser, Surface Transportation Board, 395 E Street, S.W.,
 Washington, DC 20423-0012
 aty William K. McKinley, Esq., Trough Heisler, 511 Congress Street, PO Box 9711,
 Portland, ME 04104-5011
 aty +Wyman M. Ackerman, Robinson & Cole LLP, 280 Trumbull Street, Hartford, CT 06103-3597
 tr +Robert J. Keach, Bernstein Shur Sawyer & Nelson, 100 Middle Street, P.O. Box 9729,
 Portland, ME 04104-5029
 smg +State of Maine, Bureau of Revenue Services, Compliance Division Bankruptcy Unit,
 P.O. Box 1060, Augusta, ME 04332-1060
 cr +Camden National Bank, 2 Elm Street, Camden, ME 04843-1947
 cr +Clean Harbors, 42 Lonwater Dr., Norwell, MA 02061-1612

District/off: 0100-1 User: kford Page 2 of 7 Date Rcvd: Jul 17, 2015
Form ID: pdf900 Total Noticed: 89

cr Daniel Aube, 308 St-Lambert Street, Sherbrooke, QU J1C0N9, CANADA
fa +Development Specialists, Inc., Fred Caruso, Suite 2300, 70 West Madison Street,
Chicago, IL 60602-4250
cr +Eastern Maine Railway Company, c/o Alan Lepene, 3900 Key Center, 127 Public Square,
Cleveland, OH 44114-1217
cr +Estates of Marie Alliance, et al, c/o Murtha Cullina LLP, 99 High Street,
Boston, ME 02110-2320
cr +Estates of Stephanie Bolduc, c/o Meyers & Flowers, LLC, 3 North Second Street, Suite 300,
St. Charles, IL 60174-1870
cr +Fred's Plumbing & Heating, Inc., 328 Main Street, Derby, VT 05829-9743
cr Frederick J. Williams, 74 Bellevue Street, Compton, QU J0B 1L0, CANADA
cr +GNP Maine Holdings, LLC, 50 Main Street, East Millinocket, ME 04430-1158
cr +General Electric Railcar Services Corporation, c/o Pierce Atwood LLP,
Attn: Keith J. Cunningham, 254 Commercial Street, Portland, ME 04101-1110
intp +Irving Paper Limited, c/o Pierce Atwood LLP, Attn: Keith J. Cunningham,
254 Commercial Street, Portland, ME 04101-1110
intp +Irving Pulp & Paper, Limited, c/o Pierce Atwood LLP, Attn: Keith J. Cunningham,
254 Commercial Street, Portland, ME 04101-1110
intp +J.D. Irving, Limited, c/o Pierce Atwood LLP, 254 Commercial Street,
Portland, ME 04101-4664
cr +Jeffrey C. Durant, 1029 Main Rd., Brownville, ME 04414-3208
cr +Lexington Insurance Company, c/o Marcus A. Helt, Esq., Gardere Wynne Sewell LLP,
1601 Elm St Ste 3000, Dallas, TX 75201-4761
cr +Maine Department of Transportation, c/o Victoria Morales, 16 State House Station,
Augusta, ME 04333-0016
cr +Maine Northern Railway Company, c/o Alan Lepene, 3900 Key Center, 127 Public Square,
Cleveland, OH 44114-1217
cr +New Brunswick Southern Railway Company, c/o Alan R. Lepene, 3900 Key Center,
127 Public Square, Cleveland, OH 44114-1217
intp +Oasis Petroleum, Inc., c/o Timtohy H. Norton, Esq., P.O. Box 597, Portland, ME 04112-0597
cr +Real Custeau Claimants et al, c/o Mitchell A. Toups, Esq., PO Box 350,
Beaumont, TX 77704-0350
cr +Robert D. Thomas, 49 Park Street, Dexter, ME 04930-1439
cr +Shell Oil Company, c/o Jessica Lewis, Molleur Law Office, 95 Main Street,
Auburn, ME 04210-5854
cr +Sierra Liquidity Fund, LLC, 19772 MacArthur Blvd. # 200, Irvine, CA 92612-2405
cr +Stephen C. Currie, 17 Dodlin Road, Enfield, ME 04493-4204
intp +Surface Transportation Board, 395 E Street, S.W., Washington, DC 20423-0012
cr Trinity Industries Leasing, Inc., c/o One City Center, Portland, ME 04101
cr Trinity Industries, Inc., c/o One City Center, Portland, ME 04101
cr Trinity Rail Leasing 2012 LLC, c/o One City Center, Portland, ME 04101
cr Trinity Tank Car, Inc., c/o One City Center, Portland, ME 04101
cr Union Tank Car Company, c/o Regan M. Haines, PO Box 7320, Portland, ME 04112-7320
cr +United States of America, c/o Department of Justice, Civil Divisio, 1100 L Street, N.W.,
Room 10052, Washington, DC 20005-4035

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
aty E-mail/Text: mhenderson@verrilldana.com Jul 17 2015 20:19:33 Verrill & Dana, LLP,
One Portland Square, P.O. Box 586, Portland, ME 04112-0586
aty E-mail/Text: mhenderson@verrilldana.com Jul 17 2015 20:19:33 Verrill Dana LLP,
One Portland Square, P.O. Box 586, Portland, ME 04112-0586
cr E-mail/Text: bankruptcy@bangor.com Jul 17 2015 20:19:37 Bangor Savings Bank, P.O.Box 930,
Bangor, ME 04402-0930
cr +E-mail/Text: ckimball@rudmanwinchell.com Jul 17 2015 20:19:42
Center Beam Flat Car Company, Inc., c/o Curtis Kimball, Esq., P.O. Box 1401,
Bangor, ME 04402-1401
cr +E-mail/Text: ckimball@rudmanwinchell.com Jul 17 2015 20:19:42 First Union Rail,
c/o Curtis Kimball, Esq., P.O. Box 1401, Bangor, ME 04402-1401

TOTAL: 5

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr DPTS Marketing, LLC
cr Dakota Petroleum Transport Solutions, LLC
intp Wrongful Death, Personal Injury, Business, Propert

TOTALS: 3, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update.
While the notice was still deliverable, the notice recipient was advised to update its address with the court
immediately.

District/off: 0100-1

User: kford
Form ID: pdf900

Page 3 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 19, 2015

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 17, 2015 at the address(es) listed below:

Aaron P. Burns on behalf of Defendant Canadian Pacific Railway Corporation
aburns@pearcedow.com, rpearce@pearcedow.com;katwood@pearcedow.com
Aaron P. Burns on behalf of Interested Party New England Independent Transmission Company,
LLC aburns@pearcedow.com, rpearce@pearcedow.com;katwood@pearcedow.com
Aaron P. Burns on behalf of Creditor Canadian Pacific Railway Co. aburns@pearcedow.com,
rpearce@pearcedow.com;katwood@pearcedow.com
Adam Paul, Esq. on behalf of Creditor Western Petroleum Corporation adam.paul@kirkland.com
Adam J. Shub, Esq. on behalf of Creditor Lexington Insurance Company ashub@preti.com,
lcopeland@preti.com;amanhart@preti.com
Alan R. Lepene, Esq. on behalf of Interested Party Irving Pulp & Paper, Limited
Alan.Lepene@ThompsonHine.com
Alan R. Lepene, Esq. on behalf of Creditor Eastern Maine Railway Company
Alan.Lepene@ThompsonHine.com
Alan R. Lepene, Esq. on behalf of Interested Party J.D. Irving, Limited
Alan.Lepene@ThompsonHine.com
Alan R. Lepene, Esq. on behalf of Creditor Maine Northern Railway Company
Alan.Lepene@ThompsonHine.com
Alan R. Lepene, Esq. on behalf of Creditor New Brunswick Southern Railway Company
Alan.Lepene@ThompsonHine.com
Alan R. Lepene, Esq. on behalf of Interested Party Irving Paper Limited
Alan.Lepene@ThompsonHine.com
Andrew Helman, Esq. on behalf of Creditor Wheeling & Lake Erie Railway Company
ahelman@mcm-law.com, bankruptcy@mcm-law.com
Andrew Helman, Esq. on behalf of Plaintiff Wheeling & Lake Erie Railway Company
ahelman@mcm-law.com, bankruptcy@mcm-law.com
Andrew Helman, Esq. on behalf of Intervenor-Plaintiff Wheeling & Lake Erie Railway Company
ahelman@mcm-law.com, bankruptcy@mcm-law.com
Andrew J. Kull, Esq. on behalf of Creditor Estate of Jefferson Troester akull@mittelasen.com,
ktrogner@mittelasen.com
Anthony J. Manhart on behalf of Creditor Trinity Rail Leasing 2012 LLC amanhart@preti.com,
dshigo@preti.com;ashub@preti.com;rgreen@preti.com
Anthony J. Manhart on behalf of Creditor Trinity Industries, Inc. amanhart@preti.com,
dshigo@preti.com;ashub@preti.com;rgreen@preti.com
Anthony J. Manhart on behalf of Creditor Trinity Tank Car, Inc. amanhart@preti.com,
dshigo@preti.com;ashub@preti.com;rgreen@preti.com
Anthony J. Manhart on behalf of Creditor Trinity Industries Leasing, Inc. amanhart@preti.com,
dshigo@preti.com;ashub@preti.com;rgreen@preti.com
Benjamin E. Marcus, Esq. on behalf of Interested Party XL Insurance Company, Ltd.
bmarcus@dwmlaw.com, hwhite@dwmlaw.com;dsoucy@dwmlaw.com
Benjamin E. Marcus, Esq. on behalf of Interested Party Railroad Acquisition Holdings LLC
bmarcus@dwmlaw.com, hwhite@dwmlaw.com;dsoucy@dwmlaw.com
Brian T. Henebry, Esq. on behalf of Creditor Union Tank Car Company bhenebry@carmodylaw.com
Craig Goldblatt on behalf of Interested Party XL Insurance Company, Ltd.
craig.goldblatt@wilmerhale.com
Curtis E. Kimball, Esq. on behalf of Creditor Center Beam Flat Car Company, Inc.
ckimball@rudman-winchell.com, jphair@rudman-winchell.com;cderrah@rudmanwinchell.com
Curtis E. Kimball, Esq. on behalf of Creditor J. M. Huber Corporation
ckimball@rudman-winchell.com, jphair@rudman-winchell.com;cderrah@rudmanwinchell.com
Curtis E. Kimball, Esq. on behalf of Creditor First Union Rail ckimball@rudman-winchell.com,
jphair@rudman-winchell.com;cderrah@rudmanwinchell.com
D. Sam Anderson, Esq. on behalf of Plaintiff Robert J. Keach sanderson@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernsteinshur.com;kbigelow@bernstei
nshur.com
D. Sam Anderson, Esq. on behalf of Attorney Bernstein, Shur, Sawyer & Nelson
sanderson@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernsteinshur.com;kbigelow@bernstei
nshur.com

District/off: 0100-1

User: kford
Form ID: pdf900

Page 4 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

D. Sam Anderson, Esq. on behalf of Defendant Robert J. Keach, in his capacity as Chapter 11 Trustee of Maine Montreal and Atlantic Railway, Ltd. sanderson@bernsteinshur.com, acummings@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernsteinshur.com;kbigelow@bernsteinshur.com

D. Sam Anderson, Esq. on behalf of Trustee Robert J. Keach sanderson@bernsteinshur.com, acummings@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernsteinshur.com;kbigelow@bernsteinshur.com

Daniel C. Cohn, Esq. on behalf of Creditor Estates of Marie Alliance, et al dcohn@murthalaw.com

Daniel R. Felkel, Esq. on behalf of Creditor Dakota Plains Transloading, LLC, Dakota Petroleum Transport Solutions LLC, Dakota Plains Marketing LLC dfelkel@troubhheisler.com

Darcie P.L. Beaudin, Esq. on behalf of Interested Party ConocoPhillips dbeaudin@sta-law.com, jlhommedieu@sta-law.com;mleblond@sta-law.com

Darcie P.L. Beaudin, Esq. on behalf of Interested Party Enserco Energy LLC dbeaudin@sta-law.com, jlhommedieu@sta-law.com;mleblond@sta-law.com

David C. Johnson on behalf of Plaintiff Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com, djohnson@mcm-law.com

David C. Johnson on behalf of Creditor Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com, djohnson@mcm-law.com

David C. Johnson on behalf of Defendant Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com, djohnson@mcm-law.com

Deborah L. Thorne, Esq. on behalf of Creditor GATX Corporation deborah.thorne@btlaw.com

Debra A. Dandeneau on behalf of Creditor CIT Group, Inc. debra.dandeneau@weil.com, elizabeth.hendee@weil.com;jessica.diab@weil.com;Blaire.Cahn@weil.com

Dennis L. Morgan on behalf of Creditor Fred's Plumbing & Heating, Inc. dmorgan@coopercargillchant.com, hplourde@coopercargillchant.com

Edward MacColl, Esq. on behalf of Creditor CIT Group, Inc. emaccoll@thomport.com, bbowman@thomport.com;eakers@thomport.com

Elizabeth J. Wyman, Esq. on behalf of Creditor Maine Department of Transportation liz.wyman@maine.gov, eve.fitzgerald@maine.gov

Elizabeth L. Slaby on behalf of Creditor Maine Department of Transportation bslaby@clarkhill.com, aporter@clarkhill.com

Elizabeth Thorne Jozefowicz on behalf of Respondent Arrow Midstream Holdings, LLC ejozefowicz@clausen.com

F. Bruce Sleeper, Esq. on behalf of Creditor Serge Jacques bankruptcy@jbgh.com

F. Bruce Sleeper, Esq. on behalf of Creditor Louis-Serges Parent bankruptcy@jbgh.com

F. Bruce Sleeper, Esq. on behalf of Creditor Yannick Gagne bankruptcy@jbgh.com

F. Bruce Sleeper, Esq. on behalf of Creditor Guy Ouellet bankruptcy@jbgh.com

Frank J. Guadagnino on behalf of Creditor Maine Department of Transportation fguadagnino@clarkhillthorpreed.com, aporter@clarkhill.com

Fred W. Bopp III,, Esq. on behalf of Defendant Irving Oil Limited fbopp@perkinsthompson.com, lweliver@perkinsthompson.com;sdoil@perkinsthompson.com;mnelson@perkinsthompson.com

Fred W. Bopp III,, Esq. on behalf of Trustee P. J. Perrino, Esq., Chapter 7 Trustee fbopp@perkinsthompson.com, lweliver@perkinsthompson.com;sdoil@perkinsthompson.com;mnelson@perkinsthompson.com

Frederick C. Moore, Esq. on behalf of Creditor SMBC Rail Services, LLC f/k/a Flagship Rail Services frederick.moore@libertymutual.com, tammy.chianese@libertymutual.com

Frederick C. Moore, Esq. on behalf of Creditor TLP Rail Trust 1 frederick.moore@libertymutual.com, tammy.chianese@libertymutual.com

George J. Marcus, Esq. on behalf of Creditor Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com

George J. Marcus, Esq. on behalf of Intervenor-Plaintiff Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com

George J. Marcus, Esq. on behalf of Plaintiff Wheeling & Lake Erie Railway Company bankruptcy@mcm-law.com

George W. Kurr, Jr. on behalf of Creditor Estates of Marie Alliance, et al gwkurr@grossminsky.com, tmseymour@grossminsky.com;kclove@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Estates of David Lacroix Beaudoin gwkurr@grossminsky.com, tmseymour@grossminsky.com;kclove@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Real Custeau Claimants et al gwkurr@grossminsky.com, tmseymour@grossminsky.com;kclove@grossminsky.com

George W. Kurr, Jr. on behalf of Creditor Estates of Stephanie Bolduc gwkurr@grossminsky.com, tmseymour@grossminsky.com;kclove@grossminsky.com

Isaiah A. Fishman on behalf of Creditor C. K. Industries, Inc. ifishman@krasnowsaunders.com

James F. Mollleur, Esq. on behalf of Creditor Brotherhood of Locomotive Engineers and Trainmen jim@mollleurlaw.com, all@mollleurlaw.com;tanya@mollleurlaw.com;jen@mollleurlaw.com;barry@mollleurlaw.com;kati@mollleurlaw.com;martine@mollleurlaw.com;Jessica@mollleurlaw.com;andy@mollleurlaw.com;mollleurlaw419@gmail.com

James F. Mollleur, Esq. on behalf of Creditor Shell Oil Company jim@mollleurlaw.com, all@mollleurlaw.com;tanya@mollleurlaw.com;jen@mollleurlaw.com;barry@mollleurlaw.com;kati@mollleurlaw.com;martine@mollleurlaw.com;Jessica@mollleurlaw.com;andy@mollleurlaw.com;mollleurlaw419@gmail.com

Jason C. Webster, Esq. on behalf of Creditor Estates of David Lacroix Beaudoin jwebster@thewebsterlawfirm.com, hvicknair@thewebsterlawfirm.com

Jay S. Geller on behalf of Creditor Western Petroleum Company jgeller@jaysgellerlaw.com

Jay S. Geller on behalf of Creditor World Fuel Services, Inc. jgeller@jaysgellerlaw.com

Jay S. Geller on behalf of Defendant World Fuel Services, Inc. jgeller@jaysgellerlaw.com

Jay S. Geller on behalf of Defendant World Fuel Services, Canada, Inc. jgeller@jaysgellerlaw.com

District/off: 0100-1

User: kford
Form ID: pdf900

Page 5 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Jay S. Geller on behalf of Creditor Western Petroleum Corporation jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Creditor Petroleum Transport Solutions, LLC
jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Creditor World Fuel Services Canada, Inc. jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Defendant World Fuel Services Corporation jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Defendant Western Petroleum Company jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Defendant Petroleum Transport Solutions, LLC
jgeller@jaysgellerlaw.com
Jay S. Geller on behalf of Creditor World Fuel Services Corporation jgeller@jaysgellerlaw.com
Jeffrey D. Sternklar, Esq. on behalf of Creditor Estates of David Lacroix Beaudoin
jeffrey@sternklarlaw.com, jdsterklar@yahoo.com
Jeffrey D. Sternklar, Esq. on behalf of Creditor Real Custeau Claimants et al
jeffrey@sternklarlaw.com, jdsterklar@yahoo.com
Jeffrey D. Sternklar, Esq. on behalf of Creditor Estates of Marie Alliance, et al
jeffrey@sternklarlaw.com, jdsterklar@yahoo.com
Jeffrey D. Sternklar, Esq. on behalf of Creditor Estates of Stephanie Bolduc
jeffrey@sternklarlaw.com, jdsterklar@yahoo.com
Jeffrey T. Piampiano, Esq. on behalf of Interested Party XL Insurance Company, Ltd.
jpiampiano@dwmlaw.com, hwhite@dwmlaw.com;astead@dwmlaw.com
Jennifer H. Pincus, Esq. on behalf of U.S. Trustee Office of U.S. Trustee
Jennifer.H.Pincus@usdoj.gov
Jeremy R. Fischer on behalf of Interested Party Railroad Acquisition Holdings LLC
jfischer@dwmlaw.com, hwhite@dwmlaw.com;astead@dwmlaw.com
Jeremy R. Fischer on behalf of Creditor InCorr Energy Group, LLC jfischer@dwmlaw.com,
hwhite@dwmlaw.com;astead@dwmlaw.com
Jeremy R. Fischer on behalf of Creditor QEP Resources, Inc. jfischer@dwmlaw.com,
hwhite@dwmlaw.com;astead@dwmlaw.com
Jeremy R. Fischer on behalf of Creditor Marathon Oil Company jfischer@dwmlaw.com,
hwhite@dwmlaw.com;astead@dwmlaw.com
Jeremy R. Fischer on behalf of Interested Party Indian Harbor Insurance Company
jfischer@dwmlaw.com, hwhite@dwmlaw.com;astead@dwmlaw.com
Jeremy R. Fischer on behalf of Interested Party XL Insurance Company, Ltd.
jfischer@dwmlaw.com, hwhite@dwmlaw.com;astead@dwmlaw.com
John Eggum on behalf of Creditor TLP Rail Trust 1 jeggum@fgppr.com, rramirez@fgppr.com
John Eggum on behalf of Creditor SMBC Rail Services, LLC f/k/a Flagship Rail Services
jeggum@fgppr.com, rramirez@fgppr.com
John R McDonald, Esq. on behalf of Creditor Canadian Pacific Railway Co.
jmcdonald@briggs.com, mjacobson@briggs.com
John R McDonald, Esq. on behalf of Defendant Canadian Pacific Railway Corporation
jmcdonald@briggs.com, mjacobson@briggs.com
Jordan M. Kaplan, Esq. on behalf of Creditor Brotherhood of Locomotive Engineers and Trainmen
jkaplan@zwerdning.com, mwolly@zwerdning.com
Joshua R. Dow, Esq. on behalf of Creditor Canadian Pacific Railway jdow@pearcedow.com,
rpearce@pearcedow.com;katwood@pearcedow.com
Joshua R. Dow, Esq. on behalf of Defendant Canadian Pacific Railway Corporation
jdow@pearcedow.com, rpearce@pearcedow.com;katwood@pearcedow.com
Joshua R. Dow, Esq. on behalf of Creditor Canadian Pacific Railway Co. jdow@pearcedow.com,
rpearce@pearcedow.com;katwood@pearcedow.com
Kameron W. Murphy, Esq. on behalf of Creditor Midwest Railcar Corporation
kmurphy@tuethkeaney.com, gcasey@tuethkeaney.com
Keith J. Cunningham, Esq. on behalf of Creditor General Electric Railcar Services Corporation
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelly@pierceatwood.com
Keith J. Cunningham, Esq. on behalf of Creditor Maine Northern Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelly@pierceatwood.com
Keith J. Cunningham, Esq. on behalf of Creditor New Brunswick Southern Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelly@pierceatwood.com
Keith J. Cunningham, Esq. on behalf of Creditor Eastern Maine Railway Company
kcunningham@pierceatwood.com, mpottle@pierceatwood.com;rkelly@pierceatwood.com
Kelley J. Friedman on behalf of Interested Party Oasis Petroleum, Inc. kfriedman@jandflaw.com,
ppope@jandflaw.com
Kelly McDonald, Esq. on behalf of Creditor GNP Maine Holdings, LLC kmcdonald@mpmlaw.com,
kwillette@mpmlaw.com
Kelly McDonald, Esq. on behalf of Creditor Camden National Bank kmcdonald@mpmlaw.com,
kwillette@mpmlaw.com
Kevin J. Crosman, Esq. on behalf of Creditor Maine Revenue Services kevin.crosman@maine.gov
Lindsay K. Zahradka on behalf of Trustee Robert J. Keach lzahradka@bernsteinshur.com,
acummings@bernsteinshur.com;astewart@bernsteinshur.com;kquirk@bernsteinshur.com
Maire Bridin Corcoran Ragozzine, Esq. on behalf of Trustee Robert J. Keach
acummings@bernsteinshur.com
Maire Bridin Corcoran Ragozzine, Esq. on behalf of Defendant Robert J. Keach, in his capacity
as Chapter 11 Trustee of Maine Montreal and Atlantic Railway, Ltd. acummings@bernsteinshur.com
Matthew E. Linder, Esq. on behalf of Interested Party Railroad Acquisition Holdings LLC
mlinder@sidley.com, efilenotice@sidley.com;tlabuda@sidley.com;jsteen@sidley.com
Matthew Jordan Troy on behalf of Creditor United States of America matthew.troy@usdoj.gov
Michael F. Hahn, Esq. on behalf of Creditor Bangor Savings Bank mhahn@eatonpeabody.com,
clavertu@eatonpeabody.com;dcroizier@eatonpeabody.com;jmiller@eatonpeabody.com;dgerry@eatonpeabody.com

District/off: 0100-1

User: kford
Form ID: pdf900

Page 6 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Michael K. Martin, Esq. on behalf of Respondent Arrow Midstream Holdings, LLC
mmartin@pmhlegal.com, bkeith@pmhlegal.com, kwatson@pmhlegal.com
Mitchell A. Toups on behalf of Creditor Toups Claimants matoups@wgttlaw.com,
jgordon@wgttlaw.com
Mitchell A. Toups on behalf of Interested Party Wrongful Death, Personal Injury, Business,
Property and Environmental Clients as of September 1, 2013 matoups@wgttlaw.com,
jgordon@wgttlaw.com
Nathaniel R. Hull, Esq. on behalf of Debtor Montreal Maine & Atlantic Railway Ltd.
nhull@verrilldana.com, bankr@verrilldana.com
Office of U.S. Trustee ustpreion01.po.ecf@usdoj.gov
Patrick C. Maxcy, Esq. on behalf of Defendant Montreal Maine & Atlantic Corporation
patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Other Prof. Edward A. Burkhardt, Robert Grindrod, Gaynor
Ryan, Joseph McGonigle, Donald M. Gardner, Jr., Cathy Aldana, Rail World, Inc, Rail World
Holdings, LLC, Rail World Locomotive Leasing, LLC and Earlston As patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Creditor Director and Officer Administrative Claimants
patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Creditor Rail World Locomotive Leasing, LLC
patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Creditor Rail World, Inc. patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Defendant LMS Acquisition Corp. patrick.maxcy@dentons.com
Patrick C. Maxcy, Esq. on behalf of Creditor LMS Acquisition Corp. patrick.maxcy@dentons.com
Paul McDonald on behalf of Plaintiff Robert J. Keach pmcdonald@bernsteinshur.com,
jsmith@bernsteinshur.com; astewart@bernsteinshur.com
Paul Joseph Hemming on behalf of Defendant Canadian Pacific Railway Corporation
phemming@briggs.com, pkringen@briggs.com
Paul Joseph Hemming on behalf of Creditor Canadian Pacific Railway Co. phemming@briggs.com,
pkringen@briggs.com
Peter J. Flowers on behalf of Creditor Estates of Stephanie Bolduc pjf@meyers-flowers.com
Regan M. Haines, Esq. on behalf of Creditor Union Tank Car Company rhaines@curtisthaxter.com,
jwashburn@curtisthaxter.com
Renee D. Smith on behalf of Creditor Western Petroleum Corporation renee.smith@kirkland.com,
bofosu@kirkland.com; molly.boyd@kirkland.com; katie.trucco@kirkland.com; garrett.fox@kirkland.com
Richard Silver, Esq. on behalf of Interested Party Minister of Justice and Attorney General
of Canada rsilver@lanhamblackwell.com,
tleclair@lanhamblackwell.com; gronco@lanhamblackwell.com; richard.silver.53@gmail.com
Richard P. Olson, Esq. on behalf of Creditor Informal Committee of Quebec Claimants
rolson@perkinsolson.com, jmoran@perkinsolson.com; lkubiak@perkinsolson.com
Richard P. Olson, Esq. on behalf of Creditor Official Committee of Victims
rolson@perkinsolson.com, jmoran@perkinsolson.com; lkubiak@perkinsolson.com
Richard P. Olson, Esq. on behalf of Creditor Province of Quebec rolson@perkinsolson.com,
jmoran@perkinsolson.com; lkubiak@perkinsolson.com
Richard Paul Campbell on behalf of Creditor Progress Rail Services Corporation
rpcampbell@campbell-trial-lawyers.com, mmichitson@campbell-trial-lawyers.com
Robert J. Keach, Esq. on behalf of Plaintiff Robert J. Keach rkeach@bernsteinshur.com,
acummings@bernsteinshur.com; astewart@bernsteinshur.com; kquirk@bernsteinshur.com
Robert J. Keach, Esq. on behalf of Trustee Robert J. Keach rkeach@bernsteinshur.com,
acummings@bernsteinshur.com; astewart@bernsteinshur.com; kquirk@bernsteinshur.com
Robert J. Keach, Esq. on behalf of Defendant Robert J. Keach, in his capacity as Chapter 11
Trustee of Maine Montreal and Atlantic Railway, Ltd. rkeach@bernsteinshur.com,
acummings@bernsteinshur.com; astewart@bernsteinshur.com; kquirk@bernsteinshur.com
Roger A. Clement, Jr., Esq. on behalf of Debtor Montreal Maine & Atlantic Railway Ltd.
rclement@verrilldana.com, nhull@verrilldana.com; bankr@verrilldana.com
Roger A. Clement, Jr., Esq. on behalf of Attorney Verrill Dana LLP rclement@verrilldana.com,
nhull@verrilldana.com; bankr@verrilldana.com
Roger A. Clement, Jr., Esq. on behalf of Trustee Robert J. Keach rclement@verrilldana.com,
nhull@verrilldana.com; bankr@verrilldana.com
Roma N. Desai, Esq. on behalf of Trustee Robert J. Keach rdesai@bernsteinshur.com,
acummings@bernsteinshur.com; kquirk@bernsteinshur.com; astewart@bernsteinshur.com
Ronald Stephen Louis Molteni, Esq. on behalf of Interested Party Surface Transportation Board
moltenir@stb.dot.gov
Seth S. Holbrook on behalf of Creditor Atlantic Specialty Insurance Company
holbrook_murphy@msn.com
Stephen G. Morrell, Esq. on behalf of U.S. Trustee Office of U.S. Trustee
stephen.g.morrell@usdoj.gov
Steven E. Cope, Esq. on behalf of Interested Party Slawson Exploration Company, Inc.
scope@copelegal.com,
copefilings@copelegal.com; copefilings@gmail.com; copefilings@ecf.inforuptcy.com
Steven E. Cope, Esq. on behalf of Interested Party Devlar Energy Marketing LLC
scope@copelegal.com,
copefilings@copelegal.com; copefilings@gmail.com; copefilings@ecf.inforuptcy.com
Susan N.K. Gummow, Esq. on behalf of Defendant SMBC Rail Services, Inc. sgummow@fgppr.com,
rramirez@fgppr.com
Susan N.K. Gummow, Esq. on behalf of Creditor TLP Rail Trust 1 sgummow@fgppr.com,
rramirez@fgppr.com
Taruna Garg, Esq. on behalf of Creditor Estates of Marie Alliance, et al
tgarg@murthalaw.com, kpatten@murthalaw.com

District/off: 0100-1

User: kford
Form ID: pdf900

Page 7 of 7
Total Noticed: 89

Date Rcvd: Jul 17, 2015

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Timothy H. Norton, Esq. on behalf of Interested Party Oasis Petroleum, Inc. tnorton@krz.com, mhansen@krz.com
Timothy J. McKeon, Esq. on behalf of Plaintiff Robert J. Keach tmckeon@bernsteinshur.com, kquirk@bernsteinshur.com; astewart@bernsteinshur.com; kbigelow@bernsteinshur.com
Timothy J. McKeon, Esq. on behalf of Trustee Robert J. Keach tmckeon@bernsteinshur.com, kquirk@bernsteinshur.com; astewart@bernsteinshur.com; kbigelow@bernsteinshur.com
Timothy J. McKeon, Esq. on behalf of Defendant Robert J. Keach, in his capacity as Chapter 11 Trustee of Maine Montreal and Atlantic Railway, Ltd. tmckeon@bernsteinshur.com, kquirk@bernsteinshur.com; astewart@bernsteinshur.com; kbigelow@bernsteinshur.com
Timothy R. Thornton on behalf of Defendant Canadian Pacific Railway Corporation pvolk@briggs.com
Timothy R. Thornton on behalf of Creditor Canadian Pacific Railway Co. pvolk@briggs.com
Tracie J. Renfroe, Esq. on behalf of Creditor Marathon Oil Company trenfroe@kslaw.com
William C. Price on behalf of Creditor Maine Department of Transportation wprice@clarkhill.com, aporter@clarkhill.com
William H. Welte, Esq. on behalf of Creditor Atlantic Specialty Insurance Company wwelte@weltelaw.com

TOTAL: 157