

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**APPLICATION FOR ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a)  
AUTHORIZING THE EMPLOYMENT OF PRIME CLERK, LLC AS NOTICING  
AND SOLICITATION AGENT *NUNC PRO TUNC* TO MAY 5, 2015**

Robert J. Keach (the “Trustee”), the chapter 11 trustee in the above-captioned case, hereby requests entry of an order substantially in the form attached hereto as Exhibit A (the “Retention Order”) approving the Trustee’s employment of Prime Clerk, LLC (“Prime Clerk”) as noticing and solicitation agent (the “Noticing and Solicitation Agent”) *nunc pro tunc* to May 5, 2015. In support of this application (the “Application”), the Trustee respectfully represents as follows:

**JURISDICTION, VENUE AND STATUTORY BASIS**

1. This Court has jurisdiction to entertain this application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates and applicable rules for the relief sought herein are 11 U.S.C. §§ 327(a) and 328(a), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (hereinafter “Fed. R. Bankr. P.”) and Rules 2014-1, 2014-2, and 2014-3 of this Court’s local rules (the “Local Rules”).

## **BACKGROUND**

### **A. General Background**

3. On August 7, 2013 (the "Petition Date"), Montreal Maine & Atlantic Railway, Ltd., the above-captioned debtor (the "Debtor"), filed a voluntary petition for relief under chapter 11 of 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"). On August 21, 2013, the United States Trustee (the "U.S. Trustee") appointed the Trustee to serve in the Debtor's Chapter 11 case (the "Chapter 11 Case") pursuant to 11 U.S.C. § 1163.

4. The Debtor is a Delaware corporation that, since January 2003, operated an integrated, international shortline freight railroad system (the "System") with its wholly-owned Canadian subsidiary, Montreal Maine & Atlantic Co. ("MMA Canada"). The Debtor and MMA Canada had fully-integrated business operations and accounting. MMA Canada filed for protection from creditors in a concurrent proceeding under Canada's Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "Canadian Case").

5. The System originally included 510 route miles of track in Maine, Vermont and Quebec and was operated from the Debtor's head office in Hermon, Maine. The System was a substantial component of the transportation system of Northern Maine, Northern New England, Quebec, and New Brunswick. Prior to the Petition Date, the Debtor employed approximately 179 people and operated about 15 trains daily with a fleet of 26 locomotives.

6. As set forth on the record by the Debtor's counsel during the First Day Hearing, and as discussed in the *Affidavit of M. Donald Gardner, Jr. in Support of First Day Pleadings* [D.E.. 11] (the "Gardner Affidavit"), the Debtor's bankruptcy case was precipitated by a derailment, on July 6, 2013, of an unmanned eastbound Debtor train with 72 carloads of crude oil and 5 locomotive units, in Lac-Mégantic, Quebec (the "Derailment"). The Derailment set off several massive explosions, destroyed part of downtown Lac-Mégantic, and is presumed to have

killed 47 people. Prior to the Petition Date, and as a result of the Derailment and the related injuries, deaths, and property damage, lawsuits were filed against the Debtor both in the United States and Canada.

7. As a result of the Derailment, the Debtor lost much of its freight business—post-Derailment, the Debtor’s aggregate monthly gross revenues dropped to approximately \$1 million—and faces litigation claims and extraordinary environmental clean-up liability. These issues precipitated the filing. In particular, leading up to the Petition Date, various representatives and administrators of the estates of certain Derailment victims commenced various litigations against the Debtor and other co-defendants on account of the Derailment, and several other claims for environmental damage, property damage, personal injury and business interruption have also been alleged. Accordingly, there are a large number of parties that must be served in the Debtor’s Chapter 11 Case; notice of confirmation proceedings will be provided to over 7,000 parties in interest.

8. On March 31, 2015, the Trustee filed the Trustee’s Plan of Liquidation Dated March 31, 2015 [D.E. 1384] (the “Plan”) and the Disclosure Statement for the Trustee’s Plan of Liquidation Dated March 31, 2015 [D.E. 1385] (the “Disclosure Statement”). Contemporaneously with the filing of this Application, the Trustee has filed a motion seeking approval of solicitation procedures and the Disclosure Statement pertaining to the Plan in the near term (the “Solicitation Motion”). As part of the Solicitation Motion, the Trustee seeks approval of, among other things, the documentation to be sent to certain claimants in connection with soliciting votes to accept or reject the Plan (the “Solicitation Packages”). Because the primary language of many of the Debtor’s Canadian creditors is French, certain of the documents

included in the Solicitation Packages must be translated into French to ensure due process for such claimants.

### **RELIEF REQUESTED**

9. By this Application, the Trustee seeks to employ Prime Clerk to serve as the Noticing and Solicitation Agent in connection with the Chapter 11 Case, with the retention being effective *nunc pro tunc* to May 5, 2015. Accordingly, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code Fed. R. Bankr. P. 2014(a), the Trustee requests that this Court approve the employment of Prime Clerk effective as of May 5, 2015 to, among other things, perform necessary translation services as well as produce and distribute Solicitation Packages, assist with tabulation of votes, and effect services of various notices during the Chapter 11 Case.

### **BASIS FOR RELIEF**

10. Under section 327(a) of the Bankruptcy Code, a trustee is authorized to employ one or more professional persons that do not hold or represent an interest adverse to the estate and that are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, to represent or assist the trustee in carrying out the trustee’s duties under the Bankruptcy Code. 11 U.S.C. §§ 101(14) and 327(a). Under section 328(a) of the Bankruptcy Code, a professional person retained under section 327(a) may, with the Court’s approval, be employed on any reasonable terms and conditions, including on an hourly basis. 11 U.S.C. § 328(a).

11. In connection with preparing to solicit votes from thousands of potential creditors to accept or reject the Plan, the Trustee determined that it would be cost-effective to select a noticing and solicitation agent to aid with service of the Solicitation Packages and tabulation of votes on the Plan. In addition, as set forth in the Solicitation Motion and in order to ensure due process to certain of the Debtor’s claimants whose primary language is French, the Trustee must procure translation services for certain of the documents in the Solicitation Packages. On

account of Prime Clerk's experience with claims and noticing services in Chapter 11 cases as well as with translation services, and after negotiation with Prime Clerk regarding its fee structure, the Trustee determined, in his business judgment, to select Prime Clerk as Noticing and Solicitation Agent, in which capacity Prime Clerk will also provide translation services with respect to certain documents in the Solicitation Packages.

12. Pursuant to the Trustee's request, Prime Clerk has served as the Noticing and Solicitation Agent since May 5, 2015 with assurances that the Trustee would seek authorization of its retention and appointment, effective *nunc pro tunc* to May 5, 2015, so that Prime Clerk may be compensated for its pre-application services. The Trustee believes that no party in interest will be prejudiced by the granting of the *nunc pro tunc* retention and appointment, as provided herein, because Prime Clerk as the Noticing and Solicitation Agent has provided and continues to provide valuable services to the Debtor's estate in the interim period.

**B. Prime Clerk's Qualifications**

13. The Trustee selected Prime Clerk as Noticing and Solicitation Agent because of its recognized expertise in managing distribution of notices that typically arise in the context of a Chapter 11 case and solicitation of votes in connection with a Chapter 11 plan. Prime Clerk is made up of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Prime Clerk's professionals have experience in noticing, claims administration, solicitation, balloting, translation services and facilitating other administrative aspects of chapter 11 cases, as well as in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or the official Noticing and Solicitation Agent in other large bankruptcy cases.<sup>1</sup>

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<sup>1</sup> In particular, Prime Clerk's active cases include: *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va.); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del.); *In re RadioShack Corp.*, No. 15-10197 (BLS) (Bankr. D.

14. Accordingly, Prime Clerk (a) has the necessary background to deal effectively with the potential issues and problems that may arise in the context of the Chapter 11 Case and (b) is well-qualified to serve as Noticing and Solicitation Agent in the Chapter 11 Case in an efficient and timely manner. By appointing Prime Clerk as the Noticing and Solicitation Agent in this Chapter 11 Case, the distribution of notices and the solicitation of votes will be greatly expedited and carefully controlled.

**C. Services to be Provided**

15. In accordance with Local Rule 2014-3, the professional services that Prime Clerk will provide may include some or all of the following:

- a. Preparation and service of required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules in the form and manner directed by the Trustee and/or the Court, including (i) notices of transfers of claims, (ii) notices of objections to claims and objections to transfers of claims, (iii) notices of any motions and hearings in the Chapter 11 Case, (iv) notice of the effective date of any plan and (v) all other notices, orders, pleadings, publications and other documents as the Trustee or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- b. Translation services as may become necessary in the Chapter 11 Case and as agreed upon with the Trustee;
- c. Solicitation and tabulation of votes on the Plan;
- d. Maintenance of (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists

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Del.; *In re Caesars Entm't. Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill.); *In re NII Holdings, Inc.*, No. 14-12611 (SCC) (Bankr. S.D.N.Y.); *In re Trump Entertainment Resorts, Inc.*, No. 14-12103 (KG) (Bankr. D. Del.); *In re Mineral Park, Inc.*, No. 14-11996 (KJC) (Bankr. D. Del.); *In re Entegra Power Group LLC*, No. 14-11859 (PJW) (Bankr. D. Del.); *In re Windsor Petroleum Transport Corp.*, No. 14-11708 (PJW) (Bankr. D. Del.); *In re Crumbs Bake Shop, Inc.*, No. 14-24287 (MBK) (Bankr. D.N.J.); *In re Tactical Intermediate Holdings, Inc.*, No. 14-11659 (KG) (Bankr. D. Del.); *In re MIG, LLC*, No. 14-11605 (KG) (Bankr. D. Del.); *In re FL 6801 Spirits LLC*, No. 14-11691 (SCC) (Bankr. S.D.N.Y.); *In re Universal Cooperatives, Inc.*, No. 14-11187 (MFW) (Bankr. D. Del.); *In re GSE Environmental, Inc.*, No. 14-11126 (MFW) (Bankr. D. Del.); *In re Coldwater Creek Inc.*, No. 14-10867 (BLS) (Bankr. D. Del.); *In re MEE Apparel LLC*, No. 14-16484 (CMG) (Bankr. D.N.J.); *In re Autoseis, Inc.*, No. 14-20130 (RSS) (Bankr. S.D. Tex.); *In re Legend Parent, Inc.*, No. 14-10701 (REG) (Bankr. S.D.N.Y.); *In re QCE Finance LLC*, No. 14-10543 (PJW) (Bankr. D. Del.); *In re Sbarro LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y.).

and make said lists available upon request by a party-in-interest or the Clerk;

- e. Maintenance of a post office box or address for the purpose of receiving returned mail, and process of all mail received;
- f. For *all* notices, motions, order or other pleadings or documents served, preparation and filing with the Clerk an affidavit or certificate of service within seven (7) business days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date of service;
- g. Assistance in the dissemination of information to the public and the response to requests for administrative information regarding the Chapter 11 Case, as directed by the Trustee or the Court, including through the use of a case website and/or call center; and
- h. At the close of the Chapter 11 Case, boxing and transportation of all original documents, in proper format, as provided by the Clerk's Office, to the location requested by the Clerk's Office.

**D. Professional Compensation**

16. The Trustee understands that Prime Clerk intends to apply to the Court for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Case in accordance with the applicable provisions of the Bankruptcy Code, the Fed. R. Bankr. P., the Local Rules, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330, and any applicable orders of the Court.

17. In accordance with Local Rule 2014-3, the Trustee, subject to approval by the Court, proposes to pay Prime Clerk its customary hourly rates for representation of debtors in chapter 11 cases. The fees to be charged by Prime Clerk in connection with this Chapter 11 Case are set forth in the Services Agreement attached hereto as Exhibit B. The Trustee respectfully submits that Prime Clerk's rates for its services in connection with the notice and solicitation

services are competitive and comparable to the rates charged by its competitors for similar services.

18. Local Rule 2014-3 requires that a good-faith estimate of a range of fees be set forth in retention applications, unless the range of fees is impossible to forecast. Based on the Trustee's discussions with Prime Clerk regarding the parties to which the Solicitation Package must be served and the labor and costs of such service, the Trustee estimates that Prime Clerk's fees and expenses in connection with translation of certain documents in the Solicitation Package and solicitation and tabulation of votes on the Trustee's plan to be approximately \$300,000, though that amount may change depending on the number of parties required to be served. Due to the Trustee's inability to predict whether the Plan will be confirmed and whether, among other things, subsequent solicitations will be required, the fees and expenses Prime Clerk will incur in connection with service of documents during the balance of the Chapter 11 Case is impossible to determine.

19. Any pre-retention fees and costs relating to the Chapter 11 Case will be paid subject to the applicable sections of the Bankruptcy Code, the Fed. R. Bankr. P. and this Court's Local Rules.

**E. Indemnification**

20. As part of the overall compensation to Prime Clerk under the terms of the Services Agreement, the Trustee has agreed to certain indemnification and contribution obligations. The Services Agreement provides that the Trustee will indemnify, defend, and hold harmless Prime Clerk and its members, officers, employees, representatives, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting from Prime Clerk's its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct or as otherwise provided in the Services Agreement or



Retention Order. Both the Trustee and Prime Clerk believe that such indemnification obligations are customary, reasonable, and necessary to retain the services of a noticing and solicitation agent in this Chapter 11 Case.

**F. Disinterestedness**

21. The Debtor has many creditors, and accordingly, Prime Clerk may have rendered and may continue to render services to certain of these creditors. Prime Clerk has not and will not represent the separate interests of any such creditor in this Chapter 11 Case. Additionally, Prime Clerk employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtor. For example, one or more of Prime Clerk's employees may have obligations outstanding with financial institutions that are creditors of the Debtors.

22. To the best of the Trustee's knowledge, information, and belief, and except as disclosed in the *Affidavit of Michael J. Frishberg in Support of the Application of the Trustee for Authority to Employ Prime Clerk as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the "Frishberg Statement") filed contemporaneously herewith, Prime Clerk has represented that it neither holds nor represents any interest adverse to the Debtor's estate in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. Prime Clerk will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

23. For all of the foregoing reasons, the Trustee believes that the retention of Prime Clerk as the Noticing and Solicitation Agent in this Chapter 11 Case is necessary and in the best interests of the Debtor, its estate, and its creditors.

**WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)**

24. To implement the foregoing successfully, the Trustee requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Trustee has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

**NOTICE**

25. Notice of this Application was served on the following parties on the date and in the manner set forth in the certificate of service: (1) the United States Trustee; (2) the Debtor's counsel; (3) the non-insider holders of the twenty (20) largest unsecured claims against the Debtor or, if applicable, the lawyers representing such holders; (4) applicable federal and state taxing authorities; (5) the holders of secured claims against the Debtor, or if applicable, the lawyers representing such holders; and (6) others who have, as of the date of the Application, entered an appearance and requested service of papers in the Chapter 11 Case.

**CONCLUSION**

The services of Prime Clerk are necessary to enable the Trustee to execute faithfully his duties under the Bankruptcy Code. Based upon Prime Clerk's extensive experience and expertise, Prime Clerk is well-qualified and able to manage the distribution of notices, the solicitation and tabulation of votes on the Plan, and the translation of certain documents during the Chapter 11 Case in an efficient, cost-effective, and timely manner.

Dated: May 18, 2015

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

By his attorneys:

/s/ Sam Anderson

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a)  
AUTHORIZING THE EMPLOYMENT OF PRIME CLERK, LLC  
AS NOTICING AND SOLICITATION AGENT *NUNC PRO TUNCTO* MAY 5, 2015**

Upon consideration of the *Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) Authorizing the Employment of Prime Clerk, LLC as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the "Application")<sup>1</sup> of Robert J. Keach (the "Trustee"), and upon consideration of the *Affidavit of Michael J. Frishberg in Support of the Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) Authorizing the Employment of Prime Clerk, LLC as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the "Frishberg Statement"), and it satisfactorily appearing that Michael J. Frishberg and the firm of Prime Clerk, LLC ("Prime Clerk") are disinterested and do not represent or hold any interest adverse to the Debtor or the estate in the matters upon which Prime Clerk is to be engaged, and it satisfactorily appearing that the employment of Prime Clerk will be in the best interest of the Debtor's estate, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

1. The Application is granted.
2. The Trustee is authorized to employ Prime Clerk as noticing and solicitation agent in all matters which require the services of such firm on the terms set forth in the Application and

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Application.

the Services Agreement.

3. Service of the Application, the Frishberg Statement and proposed order was sufficient notice to parties under the circumstances of the Chapter 11 Case.

4. Prime Clerk shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in these cases regarding professional compensation and reimbursement of expenses.

5. The services rendered or to be rendered by Prime Clerk may include, without limitation, the following:

- a. Preparation and service of required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules in the form and manner directed by the Trustee and/or the Court, including (i) notices of transfers of claims, (ii) notices of objections to claims and objections to transfers of claims, (iii) notices of any motions and hearings in the Chapter 11 Case, (iv) notice of the effective date of any plan and (v) all other notices, orders, pleadings, publications and other documents as the Trustee or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- b. Translation services as may become necessary in the Chapter 11 Case and as agreed upon with the Trustee;
- c. Solicitation and tabulation of votes on the Plan;
- d. Maintenance of (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- e. Maintenance of a post office box or address for the purpose of receiving returned mail, and process of all mail received;
- f. For *all* notices, motions, order or other pleadings or documents served, preparation and filing with the Clerk an affidavit or certificate of service within seven (7) business days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s)

served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date of service;

- g. Assistance in the dissemination of information to the public and the response to requests for administrative information regarding the Chapter 11 Case, as directed by the Trustee or the Court, including through the use of a case website and/or call center; and
- h. At the close of the Chapter 11 Case, boxing and transportation of all original documents, in proper format, as provided by the Clerk's Office, to the location requested by the Clerk's Office.

6. The Debtor shall indemnify Prime Clerk under the terms of the Services Agreement, as modified pursuant to this Order.

7. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

8. The Debtor and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

Dated: \_\_\_\_\_, 2015

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**The Honorable Peter G. Cary**  
**U. S. Bankruptcy Judge for the District of Maine**

## Prime Clerk

### Prime Clerk LLC Engagement Agreement

This Agreement is entered into as of May 5, 2015 between Prime Clerk LLC ("**Prime Clerk**") and Robert J. Keach, in his capacity as Chapter 11 Trustee of Montreal Maine & Atlantic Railway Ltd., *et al.* (the "**Trustee**").<sup>1</sup>

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Services

- (a) Prime Clerk agrees to provide the Trustee with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), translation services and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Trustee acknowledges and agrees that Prime Clerk will often take direction from the Trustee's representatives, employees, agents and/or professionals (collectively, the "**Trustee Parties**") with respect to providing Services hereunder. The parties agree that Prime Clerk may rely upon, and the Trustee agrees to be bound by, any requests, advice or information provided by the Trustee Parties to the same extent as if such requests, advice or information were provided by the Trustee.
- (c) The Trustee agrees and understands that Prime Clerk shall not provide the Trustee or any other party with legal advice.

#### 2. Rates, Expenses and Payment

- (a) Prime Clerk will provide the Services on an as-needed basis and upon request or agreement of the Trustee, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"). The Trustee agrees to pay for reasonable out of pocket expenses incurred by Prime Clerk in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Trustee may request separate Services or all of the Services. Prime Clerk will extend a 10% courtesy discount on all hourly fees for the life of this engagement.
- (c) Prime Clerk will bill the Trustee no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Prime Clerk may require advance or direct payment from the Trustee before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Trustee agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

<sup>1</sup> The Trustee shall include, to the extent applicable, the Trustee, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Trustee's chapter 11 case.



- (d) In case of a good faith dispute with respect to an invoice amount, the Trustee shall provide a detailed written notice of such dispute to Prime Clerk within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Trustee shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Trustee or the Trustee Parties.
- (f) The Trustee shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Prime Clerk or paid by Prime Clerk to a taxing authority.
- (g) Prime Clerk reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Prime Clerk shall provide 30 days' notice to the Trustee of such increases.

**3. Retention in Bankruptcy Case**

- (a) Following execution of this Agreement, the Trustee promptly shall file applications with the Bankruptcy Court to retain Prime Clerk (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Prime Clerk.
- (b) If the chapter 11 case of Montreal Maine & Atlantic Railway Ltd. converts to a case under chapter 7 of the Bankruptcy Code, Prime Clerk will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

**4. Confidentiality**

- (a) The Trustee and Prime Clerk agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

**5. Property Rights**

Prime Clerk reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Prime Clerk for itself or for use by the Trustee hereunder. Fees and expenses paid by the Trustee do not vest in the Trustee any rights in such





Property. Such Property is only being made available for the Trustee's use during and in connection with the Services provided by Prime Clerk hereunder.

**6. Bank Accounts**

At the request of the Trustee or the Trustee Parties, Prime Clerk shall be authorized to establish accounts with financial institutions in the name of and as agent for the Trustee to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Trustee pursuant to Prime Clerk's agreement with financial institutions, Prime Clerk may receive compensation from such institutions for the services Prime Clerk provides pursuant to such agreement.

**7. Term and Termination**

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "Cause" means (i) gross negligence or willful misconduct of Prime Clerk that causes material harm to the Trustee's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Trustee to pay Prime Clerk invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Prime Clerk where Prime Clerk reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Prime Clerk is retained pursuant to Bankruptcy Court order, the Trustee promptly shall seek entry of a Bankruptcy Court order discharging Prime Clerk of its duties under such retention, which order shall be in form and substance reasonably acceptable to Prime Clerk.
- (c) If this Agreement is terminated, the Trustee shall remain liable for all amounts then accrued and/or due and owing to Prime Clerk hereunder.
- (d) If this Agreement is terminated, Prime Clerk shall coordinate with the Trustee and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Prime Clerk shall provide the necessary staff, services and assistance required for such an orderly transfer. The Trustee agrees to pay for such Services pursuant to the Rate Structure.

**8. No Representations or Warranties**

Prime Clerk makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

**9. Indemnification**

- (a) To the fullest extent permitted by applicable law, the Trustee shall indemnify and hold harmless Prime Clerk and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the "*Indemnified Parties*") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "*Losses*") resulting from, arising out of or related to Prime Clerk's performance



hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

- (b) Prime Clerk and the Trustee shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Trustee's Indemnification of Prime Clerk hereunder shall exclude Losses resulting from Prime Clerk's gross negligence or willful misconduct.
- (d) The Trustee's indemnification obligations hereunder shall survive the termination of this Agreement.

#### **10. Limitations of Liability**

Except as expressly provided herein, Prime Clerk's liability to the Trustee for any Losses, unless due to Prime Clerk's gross negligence or willful misconduct, shall be limited to the total amount paid by the Trustee for the portion of the particular work that gave rise to the alleged Loss. In no event shall Prime Clerk's liability to the Trustee for any Losses arising out of this Agreement exceed the total amount actually paid to Prime Clerk for Services provided hereunder. In no event shall Prime Clerk be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

#### **11. Trustee Data**

- (a) The Trustee is responsible for, and Prime Clerk does not verify, the accuracy of the programs, data and other information it or any Trustee Party submits for processing to Prime Clerk and for the output of such information.
- (b) The Trustee agrees, represents and warrants to Prime Clerk that before delivery of any information to Prime Clerk: (i) the Trustee has full authority to deliver such information to Prime Clerk; and (ii) Prime Clerk is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Prime Clerk by the Trustee may be retained by Prime Clerk until the Services provided hereunder are paid in full. The Trustee shall remain liable for all fees and expenses incurred by Prime Clerk under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Prime Clerk. Any such disposal shall be in a manner requested by or acceptable to the Trustee; provided that if the Trustee has not utilized Prime Clerk's Services for a period of 90 days or more, Prime Clerk may dispose of any such materials, and be reimbursed by the Trustee for the expense of such disposition, after giving the Trustee 30 days' notice. The Trustee agrees to initiate and maintain backup files that would allow the Trustee to regenerate or duplicate all programs, data or information provided by the Trustee to Prime Clerk.
- (d) If Prime Clerk is retained pursuant to Bankruptcy Court order, disposal of any Trustee data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.



**12. Non-Solicitation**

The Trustee agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Prime Clerk during the term of this Agreement and for a period of 12 months after termination thereof unless Prime Clerk provides prior written consent to such solicitation or retention.

**13. Force Majeure**

Whenever performance by Prime Clerk of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Prime Clerk's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

**14. Choice of Law**

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**15. Adjudication of Dispute**

Any dispute arising out of or relating to this Agreement or the breach thereof shall be subject to the jurisdiction of the Bankruptcy Court for the District of Maine.

**16. Integration; Severability; Modifications; Assignment**

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Trustee and an officer of Prime Clerk.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Prime Clerk may assign this Agreement to a wholly-owned subsidiary or affiliate without the Trustee's consent.

**17. Effectiveness of Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.



**18. Notices**

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

<b>If to Prime Clerk:</b>	Prime Clerk LLC 830 3 <sup>rd</sup> Avenue, 9 <sup>th</sup> Floor New York, NY 10022 Attn: Shai Waisman Tel: (212) 257-5450 Email: <a href="mailto:swaisman@primeclerk.com">swaisman@primeclerk.com</a>
<b>If to the Trustee:</b>	Bernstein, Shur, Sawyer & Nelson, P.A. 100 Middle Street PO Box 9729 Attn: Robert J. Keach Tel: (207) 228-7334 Email: <a href="mailto:rkeach@bernsteinshur.com">rkeach@bernsteinshur.com</a>
<b>With a copy to:</b>	Bernstein, Shur, Sawyer & Nelson, P.A. 100 Middle Street PO Box 9729 Attn: D. Sam Anderson Tel: (207) 228-7178 Email: <a href="mailto:sanderson@bernsteinshur.com">sanderson@bernsteinshur.com</a>



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Prime Clerk LLC

A handwritten signature in blue ink, appearing to read "Shai Weisman".

By:

Shai Weisman

Title:

CEO

Robert J. Keach, in his capacity as Chapter 11 Trustee of  
Montreal Maine & Atlantic Railway Ltd.

By: Robert J. Keach

Title: Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**AFFIDAVIT OF MICHAEL J. FRISHBERG IN SUPPORT OF THE  
APPLICATION FOR ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a)  
AUTHORIZING THE EMPLOYMENT OF PRIME CLERK, LLC AS  
NOTICING AND SOLICITATION AGENT *NUNC PRO TUNCTO* MAY 5, 2015**

I, Michael J. Frishberg, being duly sworn, depose and say:

1. I am Co-President and Chief Operating Officer of Prime Clerk, LLC (“Prime Clerk”), a chapter 11 services firm whose offices are located at 830 Third Avenue, 9th Floor, New York, NY 10022. I am authorized to make this affidavit on behalf of Prime Clerk. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Affidavit in the above-captioned chapter 11 case (the “Chapter 11 Case”) of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), pursuant to Rule 2014-1 of the Local Bankruptcy Rules for the District of Maine (the “Local Rules”), in support of Robert J. Keach’s (the “Trustee”) *Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) Authorizing the Employment of Prime Clerk, LLC as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the “Application”).<sup>1</sup>

3. Prime Clerk is made up of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Prime Clerk's professionals have experience in noticing, claims administration, translation

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<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Application.

services, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases, as well as in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases nationwide.<sup>2</sup>

### **Disinterestedness of Professionals**

4. I am, and each member of Prime Clerk is, a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Prime Clerk and its professionals:

- a. are not creditors, equity security holders or insiders of the Debtor;
- b. are not and were not, within two (2) years before the date of filing of the Chapter 11 Case, directors, officers, or employees of the Debtor; and
- c. do not have an interest materially adverse to the interests of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

5. As an initial matter, I am not related, and to the best of my knowledge, no professional at Prime Clerk is related, to any United States Bankruptcy Judge in this District or to the United States Trustee for Region One.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "Potential Parties in Interest") in this chapter 11 case.

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<sup>2</sup> Prime Clerk's active cases include: *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va.); *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del.); *In re RadioShack Corp.*, No. 15-10197 (BLS) (Bankr. D. Del.); *In re Caesars Entm't. Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill.); *In re Nil Holdings, Inc.*, No. 14-12611 (SCC) (Bankr. S.D.N.Y.); *In re Trump Entertainment Resorts, Inc.*, No. 14-12103 (KG) (Bankr. D. Del.); *In re Mineral Park, Inc.*, No. 14-11996 (KJC) (Bankr. D. Del.); *In re Entegra Power Group LLC*, No. 14-11859 (PJW) (Bankr. D. Del.); *In re Windsor Petroleum Transport Corp.*, No. 14-11708 (PJW) (Bankr. D. Del.); *In re Crumbs Bake Shop, Inc.*, No. 14-24287 (MBK) (Bankr. D.N.J.); *In re Tactical Intermediate Holdings, Inc.*, No. 14-11659 (KG) (Bankr. D. Del.); *In re MIG, LLC*, No. 14-11605 (KG) (Bankr. D. Del.); *In re FL 6801 Spirits LLC*, No. 14-11691 (SCC) (Bankr. S.D.N.Y.); *In re Universal Cooperatives, Inc.*, No. 14-11187 (MFW) (Bankr. D. Del.); *In re GSE Environmental, Inc.*, No. 14-11126 (MFW) (Bankr. D. Del.); *In re Coldwater Creek Inc.*, No. 14-10867 (BLS) (Bankr. D. Del.); *In re MEE Apparel LLC*, No. 14-16484 (CMG) (Bankr. D.N.J.); *In re Autoseis, Inc.*, No. 14-20130 (RSS) (Bankr. S.D. Tex.); *In re Legend Parent, Inc.*, No. 14-10701 (REG) (Bankr. S.D.N.Y.); *In re QCE Finance LLC*, No. 14-10543 (PJW) (Bankr. D. Del.); *In re Sbarro LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y.).

The list of Potential Parties in Interest was provided by the Trustee and included the Debtor's known creditors, contract counterparties, governmental authorities and other parties. The results of the conflict check were compiled and reviewed by Prime Clerk professionals under my supervision. At this time, and as set forth in further detail herein, Prime Clerk is not aware of any relationship that would present a disqualifying conflict of interest. Should Prime Clerk discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Prime Clerk will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Trustee, and except as provided herein, neither Prime Clerk nor any of its professionals has any materially adverse connection to the Debtor, its creditors or other relevant parties. Prime Clerk may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Prime Clerk serves or has served in a neutral capacity as Claims and Noticing Agent and/or Administrative Advisor for another chapter 11 debtor.

8. Certain of Prime Clerk's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this chapter 11 case. Such firms include Kirkland & Ellis LLP; Weil, Gotshal & Manges LLP; O'Melveny & Myers LLP; Mayer Brown LLP; Willkie Farr & Gallagher LLP; Togut, Segal & Segal LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell & Giuliani LLP; Proskauer Rose LLP; McKinsey & Company; KPMG LLP; Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc. and Kurtzman Carson Consultants LLC. Except as disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case was filed.



9. Prime Clerk has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Prime Clerk and its personnel have and will continue to have relationships in the ordinary course of business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's chapter 11 case in matters unrelated to this case. Prime Clerk may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor.

10. Prime Clerk and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms and financial advisors. Such firms engaged by Prime Clerk or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. All engagements where such firms represent Prime Clerk or its personnel in their individual capacities are unrelated to this chapter 11 case.

11. To the best of my knowledge, neither Prime Clerk nor any of its partners or employees represents any interest materially adverse to the Debtor's estate with respect to any matter upon which Prime Clerk is to be engaged. Based on the foregoing, I believe that Prime Clerk is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

#### **Services to Be Rendered and Professional Compensation**

12. As Noticing and Solicitation Agent, Prime Clerk will perform the services enumerated in the Application and as provided for in the Services Agreement. In performing such services, Prime Clerk will charge the Trustee the rates set forth in the Services Agreement, which is attached as **Exhibit B** to the Application. Prime Clerk does not hold a prepetition claim for fees or costs incurred in connection with this Chapter 11 Case.

[SIGNATURE PAGE FOLLOWS]

13. In accordance with Local Rule 2014-1(b), I certify under penalty of perjury that  
the foregoing is true and correct.

Dated: May 18, 2015

  
\_\_\_\_\_  
Michael J. Frishberg  
830 Third Avenue  
9th Floor  
New York, NY 10022

STATE OF NEW YORK  
NEW YORK, SS.

May 18, 2015

Personally appeared the above-named Michael J. Frishberg and acknowledged the  
foregoing to be true to the best of his personal knowledge, information and belief.

Before me,

  
\_\_\_\_\_

Notary Public

My commission expires: Oct. 7, 2017

**BENJAMIN JOSEPH STEELE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02ST6290268**  
**Qualified in New York County**  
**My Commission Expires October 07, 2017**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a)  
AUTHORIZING THE EMPLOYMENT OF PRIME CLERK, LLC  
AS NOTICING AND SOLICITATION AGENT *NUNC PRO TUNCTO* MAY 5, 2015**

Upon consideration of the *Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) Authorizing the Employment of Prime Clerk, LLC as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the “Application”)<sup>1</sup> of Robert J. Keach (the “Trustee”), and upon consideration of the *Affidavit of Michael J. Frishberg in Support of the Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) Authorizing the Employment of Prime Clerk, LLC as Noticing and Solicitation Agent Nunc Pro Tunc to May 5, 2015* (the “Frishberg Statement”), and it satisfactorily appearing that Michael J. Frishberg and the firm of Prime Clerk, LLC (“Prime Clerk”) are disinterested and do not represent or hold any interest adverse to the Debtor or the estate in the matters upon which Prime Clerk is to be engaged, and it satisfactorily appearing that the employment of Prime Clerk will be in the best interest of the Debtor’s estate, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

1. The Application is granted.
2. The Trustee is authorized to employ Prime Clerk as noticing and solicitation agent in all matters which require the services of such firm on the terms set forth in the Application and

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Application.

the Services Agreement.

3. Service of the Application, the Frishberg Statement and proposed order was sufficient notice to parties under the circumstances of the Chapter 11 Case.

4. Prime Clerk shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in these cases regarding professional compensation and reimbursement of expenses.

5. The services rendered or to be rendered by Prime Clerk may include, without limitation, the following:

- a. Preparation and service of required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules in the form and manner directed by the Trustee and/or the Court, including (i) notices of transfers of claims, (ii) notices of objections to claims and objections to transfers of claims, (iii) notices of any motions and hearings in the Chapter 11 Case, (iv) notice of the effective date of any plan and (v) all other notices, orders, pleadings, publications and other documents as the Trustee or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- b. Translation services as may become necessary in the Chapter 11 Case and as agreed upon with the Trustee;
- c. Solicitation and tabulation of votes on the Plan;
- d. Maintenance of (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- e. Maintenance of a post office box or address for the purpose of receiving returned mail, and process of all mail received;
- f. For *all* notices, motions, order or other pleadings or documents served, preparation and filing with the Clerk an affidavit or certificate of service within seven (7) business days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s)

served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date of service;

- g. Assistance in the dissemination of information to the public and the response to requests for administrative information regarding the Chapter 11 Case, as directed by the Trustee or the Court, including through the use of a case website and/or call center; and
- h. At the close of the Chapter 11 Case, boxing and transportation of all original documents, in proper format, as provided by the Clerk's Office, to the location requested by the Clerk's Office.

6. The Debtor shall indemnify Prime Clerk under the terms of the Services Agreement, as modified pursuant to this Order.

7. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

8. The Debtor and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
**The Honorable Peter G. Cary**  
**U. S. Bankruptcy Judge for the District of Maine**