

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**CHAPTER 11 TRUSTEE'S MOTION FOR ORDER APPROVING PROCEDURES AND  
AUTHORITY FOR TRUSTEE TO COMPROMISE  
WITH CERTAIN PREFERENCE DEFENDANTS**

Robert J. Keach, the chapter 11 trustee in the above-captioned chapter 11 case (the "Trustee"), moves this Court for an order, pursuant to Rule 9019(b) of the Federal Rules of Bankruptcy Procedure, approving procedures under which the Trustee may compromise (and enter into settlement agreements) with certain preference defendants, and granting the Trustee the authority to do so without the necessity for notice and a hearing on individual settlements. As set forth in detail herein, the Trustee believes, in the exercise of his sound business judgment, that procedures under which the Trustee may compromise with certain preference defendants without the necessity for notice and a hearing on individual settlements, are in the best interest of the Debtor's estate, and will reduce both administrative costs and use of the Court's time and resources. In support of this motion, the Trustee states as follows:

**JURISDICTION, VENUE, AND STATUTORY BASIS**

1. The District Court has original, but not exclusive, jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334(b). Pursuant to 28 U.S.C. § 157 and Rule 83.6 of the District Court's local rules, the District Court has authority to refer and has referred this chapter 11 case to the Bankruptcy Court.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has constitutional authority to enter final judgment in this proceeding.

3. Venue over this chapter 11 case is proper in this district pursuant to 28 U.S.C. § 1408, and venue over this proceeding is proper in this district pursuant to 28 U.S.C. § 1409.

4. The relief sought in this motion is predicated upon Rule 9019 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and Rules 9013-1 and 9019-1 of the Bankruptcy Court’s local rules.

### **BACKGROUND**

5. On August 7, 2013 (the “Petition Date”), the above-captioned debtor (the “Debtor”) filed a voluntary petition for relief under 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”).

6. On August 21, 2013, the United States Trustee appointed the Trustee as the chapter 11 trustee pursuant to § 1163 of the Bankruptcy Code.

7. On August 29, 2013, this Court granted the Trustee’s Application to Employ Development Specialists, Inc. (“DSI”) as the Trustee’s financial advisor.

8. Beginning with the approval of its employment, DSI has assisted the Trustee in analyzing the Debtor’s financial condition. To that end, DSI prepared detailed analyses of the Debtor’s financial operations in the months leading up to the Petition Date. Additionally, DSI has assisted the Trustee in evaluating whether any entities received payments within 90-days of the Petition Date that would constitute preferential payments pursuant to § 547(b) of the Bankruptcy Code (collectively, the “Preferences,” and each individually, a “Preference”).

9. Working with DSI, the Trustee identified approximately 15 entities that may have received payments within 90-days of the Petition Date that would constitute Preferences in excess of the statutory minimum (the “Preference Recipients”).

10. On April 27, 2015, the Trustee sent demand letters to the Preference Recipients, including an explanation and accounting of the Preferences.

11. All of the Preference Recipients eventually responded to the Trustee's demands. Two of the Preference Recipients, MSC Industrial Supply Co. ("MSC") and Newgistics Freight Services, n/k/a Re Trans Freight ("Newgistics") offered to settle the Trustee's demand in advance of the deadline for the Trustee to commence adversary proceedings to recover the Preferences. On August 5, 2015, the Court approved the settlements between the Trustee and MSC and Newgistics. See D.E. 1565.

12. Among the remaining Preference Recipients, most responded to the demand letters by alleging defenses found within § 547(c) of the Bankruptcy Code, including "new value" and "ordinary course of business." None of the remaining Preference Recipients offered to settle the Trustee's demand on terms acceptable to the Trustee, or to the extent that they did, the Trustee did not receive such offers soon enough to avoid litigation.

13. Accordingly, on August 6, 2015, the Trustee commenced 13 separate adversary proceedings against the remaining preference recipients, captioned as follows:

- a. 15-01015 Keach v. JPMorgan Chase Bank, N.A.;
- b. 15-01016 Keach v. New Brunswick Southern Railway Company Limited ("New Brunswick");
- c. 15-01017 Keach v. Maine Northern Railway Company;
- d. 15-01018 Keach v. Fred's Plumbing & Heating, Inc.;
- e. 15-01019 Keach v. Summit Railroad Products, Inc.;
- f. 15-01020 Keach v. N.H. Bragg & Sons;
- g. 15-01021 Keach v. Dead River Company;
- h. 15-01022 Keach v. Modern Track Machinery, Inc.;
- i. 15-01023 Keach v. Saratoga and North Creek Railway, LLC;
- j. 15-01024 Keach v. Helm Financial Corp.;
- k. 15-01025 Keach v. Flex Leasing I, LLC ("Flex Leasing");
- l. 15-01026 Keach v. BWE, Inc. d/b/a GH Berlin Windward; and
- m. 15-01027 Keach v. The Andersons, Inc.

(collectively, the "Preference Adversaries")

14. The original answer deadline in all of the Preference Adversaries is September 8, 2015, although the Trustee has agreed or may agree to extend the answer deadline for some or all of the Preference Recipients, subject to Court approval.

15. The amounts demanded in the Preference Adversaries range from a low of \$16,362.19 (N.H. Bragg & Sons) to a high of \$1,006,623.10 (New Brunswick), and are set forth in detail on **Exhibit A**, attached hereto.

16. The Trustee is in active settlement discussions with some of the Preference Recipients, and may engage in settlement discussions with all of the Preference Recipients.

### **RELIEF REQUESTED**

17. Pursuant to Rule 9019(b), in order to minimize administrative costs and use of the Court's time and resources, the Trustee seeks approval of procedures under which he may compromise (and enter into settlement agreements) with Preference Recipients, and granting the Trustee the authority to do so without the necessity for notice and a hearing on individual settlements.

18. The Trustee requests the authority to settle with all of the Preference Recipients, with the exception of New Brunswick (Adv. Proc. 15-1016). Specifically, the Trustee requests the authority to settle the Preference Adversaries in which the amount of the Preferences alleged are less than or equal to \$225,355.85 (the Preference amount alleged against Flex Leasing). The Trustee requests the authority to settle the Preference Adversaries (with the exception of Adv. Proc. 15-1016) for any amount greater than \$0.00, in the Trustee's sole discretion, to the extent the Trustee believes the settlement terms are fair and reasonable. Settlements will substantially reflect the terms of the form agreement, attached hereto as **Exhibit B**.

### **BASIS FOR RELIEF**

19. Rule 9019(a) provides that “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a).

20. Rule 9019(b) provides that “[a]fter a hearing on such notice as the court may direct, the court may fix a class or classes of controversies and authorize the trustee to compromise or settle controversies within such class or classes without further hearing or notice.” Fed. R. Bankr. P. 9019(b).

21. Rule 9019(b) “provides a mechanism to ‘pre-approve’ settlements of claims that might be too numerous for efficient administration under the requirements of 9019(a).” In re Applegate, 2007 WL 4365681, at \*2 (Bankr. N.D. Ohio Dec. 12, 2007).

22. “As stated in the Advisory Committee Note to the original enactment of Federal Rule of Bankruptcy Procedure 9019, ‘subdivision (b) is the same as former Rule 8–514(b), which was applicable to railroad reorganizations. Subdivision (b) permits the court to deal efficiently with a case in which there may be a large number of settlements.’ Fed. R. Bankr.P. 9019, 1983 Advisory Committee’s Note. The Advisory Committee’s Note to former Rule 8–514(b) explains that it ‘was intended to address those circumstances where compliance with the hearing requirement of subdivision (a) is neither practical nor efficient...’” In re NJ Affordable Homes Corp., 2007 WL 3166950, at \*11 (Bankr. D.N.J. Oct. 22, 2007).

23. As NJ Affordable states:

There are occasions in which a trustee will file a large number of complaints against many individual defendants. For example, actions to recover preferences may involve similar issues and seek recovery of relatively small amounts. In such situations, many settlements are often reached during the course of the litigation. Recognizing that forcing the trustee to file a new motion each time a settlement is reached would be onerous, expensive and burdensome, Rule 9019(b) authorizes the court, after hearing on such notice as the court directs, to fix a class or classes of controversies and authorize the trustee to compromise or settle controversies within such class or classes without further hearing or notice.

Id. at \*12 (quoting COLLIER ON BANKRUPTCY ¶ 9019.03 (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev.)) (emphasis added).

24. Bankruptcy Courts in other jurisdictions have approved settlement procedures for classes of controversies pursuant to Rule 9019(b). See e.g., Boyd v. N. End Auto Sales, Inc. (In re Check Reporting Servs., Inc.), 137 B.R. 653, 656 (Bankr. W.D. Mich. 1992), Bartel v. Bar Harbor Airways, Inc., 196 B.R. 268, 271 (S.D.N.Y. 1996).

25. The Preference Adversaries rely on the same legal theories, and settlement discussions therein are likely to be substantially similar. The Trustee believes that the authority requested herein is fair and equitable, and does not offend notions of due process and notice.<sup>1</sup>

26. Accordingly, the Trustee requests the authority to settle the Preference Adversaries (with the exception of Adv. Proc. 15-1016) for any amount greater than \$0.00, in the Trustee's sole discretion, to the extent the Trustee believes the settlement terms are fair and reasonable.

### **NOTICE**

27. Notice of this motion 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; (6) counsel for (or representatives of) the Preference Recipients; and (7)

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<sup>1</sup> This Court has sound discretion to determine whether proposed compromises are fair and equitable and in the best interest of the bankruptcy estate. See Jeffrey v. Desmond, 70 F.3d 183, 185 (1st Cir. 1995). In making this determination, the Court should consider: (i) the probability of success in the litigation of the claim being compromised; (ii) the difficulties, if any, to be encountered in the matter of collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay attending it; and (iv) the paramount interest of creditors and a proper deference to their reasonable views. See id., at 184. Deference should be given to the trustee's business judgment if the trustee can demonstrate that the settlement falls within a "range of reasonableness." In re Fibercore, Inc., 391 B.R. 647, 655 (Bankr D. Mass. 2008). The Trustee submits that the Jeffrey factors support the authority the Trustee requests herein, as any settlement the Trustee enters will fall within the "range of reasonableness."

others who have, as of the date of the motion, entered an appearance and requested service of papers in the chapter 11 case. In light of the nature of the relief requested in the motion, the Trustee requests that the Court approve service of the motion on the parties set forth above.

WHEREFORE, the Trustee requests that the Court enter an Order: (1) granting the Trustee the authority to settle the Preference Adversaries (with the exception of Adv. Proc. 15-1016) for any amount greater than \$0.00, in the Trustee's sole discretion, to the extent the Trustee believes the settlement terms are fair and reasonable; (2) finding that service to the parties and in the manner set forth is appropriate; and (3) granting such other further relief as may be appropriate.

Dated: September 9, 2015

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

By his attorneys:

/s/ D. Sam Anderson

D. Sam Anderson, Esq.  
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<u>Adv. Proc.:</u>	<u>Defendant:</u>	<u>Total Preference Alleged:</u>
15-01015	JPMorgan Chase Bank, N.A.	\$56,125.92
15-01016*	New Brunswick Southern Railway Company Limited	\$1,006,623.10
15-01017	Maine Northern Railway Company	\$185,957.70
15-01018	Fred's Plumbing & Heating, Inc.	\$82,928.86
15-01019	Summit Railroad Products, Inc.	\$39,854.95
15-01020	N.H. Bragg & Sons	\$16,362.19
15-01021	Dead River Company	\$27,245.56
15-01022	Modern Track Machinery, Inc.	\$17,742.34
15-01023	Saratoga and North Creek Railway, LLC	\$31,574.29
15-01024	Helm Financial Corp.	\$50,600.00
15-01025	Flex Leasing I, LLC	\$225,355.85
15-01026	BWE, Inc. d/b/a GH Berlin Windward	\$83,798.75
15-01027	The Andersons, Inc.	\$99,500.00
<b>Total:</b>		<b>\$1,923,669.51</b>

\* See Motion.



**EXHIBIT B**

(for illustrative purposes only)

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE**

**I.**  
**PARTIES**

This Settlement Agreement and Mutual General Release (the “Agreement”) is entered into as of September 9, 2015, between Robert J. Keach, the chapter 11 trustee (the “Trustee”) of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), on the one hand, and [SETTLING PARTY] (“                    ”), on the other hand. Collectively, the Trustee and                      are referred to herein as the “Parties.” This Agreement is based on the following facts:

**II.**  
**RECITALS**

WHEREAS, on August 7, 2013 (the “Petition Date”), the Debtor filed a voluntary petition for relief under 11 U.S.C. § 101 et seq.;

WHEREAS, on August 21, 2013, the United States Trustee appointed the Trustee as the chapter 11 trustee pursuant to 11 U.S.C. § 1163;

WHEREAS, the Trustee identified approximately 15 entities that may have received payments within 90-days of the Petition Date that constitute preferential payments pursuant to § 547(b) of the Bankruptcy Code (“Preferences”) in excess of the statutory minimum, including certain transfers to                     ;

WHEREAS, on April 27, 2015, the Trustee sent a demand letter to                     , including an explanation and accounting of the Preferences;

WHEREAS, the Trustee alleged that                      had received a total of \$                      in Preferences (the Preferences relating to                      hereinafter, the “Transfers”). After accounting for potential “new value,” pursuant to § 547(c)(4) of the Bankruptcy Code (“New Value”), the Trustee demanded that                      pay the Trustee \$                      on account of Transfers; and

WHEREAS, the Parties, in recognition of the costs, uncertainties, and delays inherent in litigating issues relating to the Transfers, wish to settle this matter without the need for litigation;

NOW THEREFORE, in consideration of the foregoing recitals, each of which are true and which are incorporated into and made an integral part of this Agreement, and the terms and conditions hereinafter set forth, the Parties hereby agree as follows:

### **III.** **AGREEMENT**

1. [REDACTED] agrees, to the extent it has not already done so, to pay to the Trustee a total amount of \$ [REDACTED] (the "Settlement Payment") so that the Settlement Payment is received no later than ten (10) business days after the date the order approving this Agreement becomes a final order (the "Effective Date").

2. The Settlement Payment should be made payable to "Robert J. Keach, chapter 11 trustee of Montreal Maine & Atlantic Railway, Ltd." and sent to: Bernstein Shur, c/o Robert J. Keach, 100 Middle Street, Portland, ME 40101.

3. Except for the obligations contained in this Agreement, as of the Effective Date, [REDACTED] releases and discharges the Debtor, the Debtor's estate, and the Trustee, and each of their respective successors and assigns, shareholders, officers, directors, agents, employees, representatives and attorneys in their capacities in connection with the Debtor's bankruptcy case, and any subsequently appointed trustee from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, accounts, damages, defenses, sums of money, reckonings, bonds, bills, variances, covenants, contracts, controversies, agreements, promises, trespasses, judgments, executions, losses, costs, and expenses (including attorneys' fees), demands, in law or in equity, whether known or unknown, or hereafter becoming known, of any kind, character, or nature whatsoever, fixed or contingent, including without limitation any and all claims under § 502 of the Bankruptcy Code, arising from the beginning of time to the date of this Agreement.

4. Except for the obligations contained in this Agreement, as of the Effective Date, the Trustee and his successors and assigns, release and discharge [REDACTED] and its respective successors and assigns, shareholders, officers, directors, agents, employees, representatives and attorneys (together, the "Releasees") from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, accounts, damages, defenses, sums of money, reckonings, bonds, bills, variances, covenants, contracts, controversies, agreements, promises, trespasses, judgments, executions, losses, costs, and expenses (including attorneys' fees), demands, in law or in equity, whether known or unknown, or hereafter becoming known, of any kind, character, or nature whatsoever, fixed or contingent, relating to the Transfers.

5. Promptly after entering this Agreement, if necessary, the Trustee shall seek approval of the Agreement by the Court, to the extent the Trustee has not already done so.

6. In the event [REDACTED] defaults in the making of the Settlement Payment and such default is not cured within ten (10) days, the Trustee, in his sole option, may either deem this Agreement null and void and proceed with prosecution relating to the Transfers or seek to enforce the terms of this Agreement as to the Settlement Payment.

7. The releases provided for in paragraphs 3 and 4 of this Agreement (the “Releases”) shall be effective in accordance with the terms of this Agreement, provided, however, that the Releases shall be nullified in the event [REDACTED] files for bankruptcy, is subjected to a receivership, an assignment for the benefit of creditors, or similar case, matter or proceeding within ninety-one days of the date the Settlement Payment is made to the Trustee (in the event the proceeding is involuntary, [REDACTED] shall be provided a reasonable time to resolve issues with the involuntary proceeding, and the Releases shall be effective immediately upon the dismissal or resolution of the involuntary proceeding). For purposes of this Paragraph 7, the date of the Settlement Payment will be deemed to be the last date the Settlement Payment would be deemed to be made under 11 U.S.C. § 547.

8. This Agreement is a compromise of disputed claims and shall never be construed as an admission of liability or responsibility for any purpose by any party.

9. This Agreement shall be governed by the laws of the State of Maine, and shall be construed and interpreted in accordance with its laws, notwithstanding its conflict of laws, principles or any other rule or regulation that would result in the application of any other state’s law.

10. The Trustee and [REDACTED] warrant that they are the sole and current owners of the claims released by this Agreement and the Trustee warrants that the Trustee holds any and all claims of any kind or nature of the Debtor against the Releasees. Each individual signing this Agreement on behalf of any party represents and warrants that he/she has full authority to do so.

11. In the event that legal action is instituted between the Parties to enforce this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of litigation, including, without limitation, court costs and reasonable attorneys’ fees.

12. The Parties acknowledge that each and every covenant, warranty, release and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, subsidiaries, employees, officers, directors, assigns, and successors in interest of the parties.

13. The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Agreement.

14. Should any provision of this Agreement be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the

Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

15. The Parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, except by an instrument in writing of subsequent date hereof executed by all of the Parties.

16. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

17. The Parties agree to indemnify the other for any and all costs incurred as a result of any breach of any representation, warranty, or covenant set forth in this Agreement, including, without limitation, court costs and reasonable attorneys' fees.

18. The Parties agree that the headings contained in this Agreement are merely for convenience of reference and shall not under any circumstances affect the meaning or interpretation of this Agreement.

19. This Agreement may be executed in one or more counterparts, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile or otherwise electronically transmitted signatures shall be deemed to have the full force and effect of original ink signatures.

20. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Agreement. [REDACTED] consents to the jurisdiction of the Court to resolve any disputes or controversies between the Parties hereto arising from or related to this Agreement. Any motion or application brought before the Court to resolve a dispute arising from or related to this Agreement shall be brought on proper notice in accordance with relevant Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Maine.

[remainder of page intentionally left blank]

21. Each party represents and warrants that it has had an opportunity to fully review the provisions of this Agreement with attorneys of its own choice as a result of which the Parties hereto acknowledge and agree (a) that any rule of law that provides that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement and (b) that each party signing this Agreement is entering into this Agreement knowingly, voluntarily, and of its own free will.

AGREED TO BY:

Date: September 9, 2015

Date: September 9, 2015

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

\_\_\_\_\_

\_\_\_\_\_  
Robert J. Keach, solely in his  
capacity as Trustee and not in any  
individual capacity

\_\_\_\_\_  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670  
Chapter 11

**ORDER APPROVING PROCEDURES AND AUTHORITY FOR CHAPTER 11 TRUSTEE  
TO COMPROMISE WITH CERTAIN PREFERENCE DEFENDANTS**

This matter came before this Court on the *Chapter 11 Trustee's Motion for Order Approving Procedures and Authority for Trustee to Compromise with Certain Preference Defendants* (the "Motion").<sup>1</sup> This Court held a hearing on the Motion on \_\_\_\_\_, 2015 (the "Hearing"). No parties objected to the Motion at or prior to the Hearing. Based on the foregoing and based on the Court's independent review of the allegations in the Motion, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** that:

1. Service of the Motion was proper, and all parties in interest were given adequate notice and opportunity for hearing with respect to the Motion and the relief sought thereby;
2. The Motion is granted upon the terms and conditions set forth herein. Pursuant to Fed. R. Bankr. P. 9019(b), the Trustee is authorized to enter into settlements with the defendants in the adversary proceedings listed in **Exhibit A** to the Motion, with the exception of New Brunswick Southern Railway Company Limited;
3. The Trustee is authorized to enter into such settlements in the Trustee's sole discretion, and without the necessity for separate notice and hearing;

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<sup>1</sup> Capitalized terms used, but not defined in this Order, have the meanings ascribed to such terms in the Motion.

4. This Order shall become final in fourteen (14) days unless a party in interest sooner objects, in which case the matter shall be set for hearing and considered by the Court as if this Order had not been entered

Dated:

\_\_\_\_\_  
The Honorable Peter G. Cary  
Chief United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**NOTICE OF HEARING**

Robert J. Keach, the chapter 11 trustee in the above-captioned case (the “Trustee”), has filed a *Motion for Order Approving Procedures and Authority for Trustee to Compromise with Certain Preference Defendants* (the “Motion”).

If you do not want the Court to approve the Motion, then on or before **September 30, 2015 at 5:00 p.m.**, you or your attorney must file with the Court a response or objection explaining your position. If you are not able to access the CM/ECF Filing System, then your response should be filed with the Court at:

Alec Leddy, Clerk  
United States Bankruptcy Court for the District of Maine  
202 Harlow Street  
Bangor, Maine 04401

If you do have to mail your response to the Court for filing, then you must mail it early enough so that the Court will receive it **on or before September 30, 2015 at 5:00 p.m.**

You may attend the hearing with respect to the Motion scheduled to be held at the Bankruptcy Court, 537 Congress Street, 2nd Floor, Portland, Maine on **October 7, 2015 at 9:00 a.m.**

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.



If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion, and may enter an order granting the requested relief without further notice or hearing.

Dated: September 9, 2015

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

By his attorneys:

/s/ Sam Anderson  
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