

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

NOTICE OF EMERGENCY HEARING

Robert J. Keach, the chapter 11 trustee in the above-captioned case (the “Trustee”), has filed a *Motion for Emergency Hearing and Shortened Objection Period* [D.E. 1784] (the “Motion for Emergency Hearing”) seeking an emergency hearing with respect to the *Chapter 11 Trustee’s Motion for Order Approving Compromise and Settlement with Great American Insurance Company and Certain Insureds* [D.E. 1783] (the “Motion to Compromise”).

If you do not want the Court to approve the Motion for Emergency Hearing or the Bid Procedures Motion, then on or before **October 9, 2015 at 8:30 a.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 served upon:

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

- and -

Lindsay K. Zahradka
Bernstein, Shur, Sawyer & Nelson, P.A.
100 Middle Street, P.O. Box 9729
Portland, Maine 04104

You may attend the hearing with respect to the Motion for Emergency Hearing scheduled to be held before the Honorable Judge Peter G. Cary, the United States Bankruptcy Court for the District of Maine (the “Court”), 537 Congress Street, 2nd Floor, Portland, Maine on **October 9, 2015 at 8:30 a.m.** (the “Hearing”). If the Court grants the Motion for Emergency Hearing prior to or at the Hearing, the Court may hear the Motion to Compromise at the Hearing.

In general terms, the Motion for Compromise seeks approval of the terms of a settlement (“Settlement Agreement”) among the Trustee, Great American Insurance Company (“GA”), and certain insureds (collectively, the “Parties”) under a policy issued by GA (the “Policy”) as well as a letter agreement (the “Letter Agreement”) and, together with the Settlement Agreement, the

“Agreements”) between the Trustee and certain insureds. Specifically, the Agreements provide for (a) GA’s payment to the Trustee (by virtue of the insureds’ assignment of certain of their rights under the Policy to the Trustee) of \$3,000,000 in satisfaction of GA’s obligations under the Policy and (b) the Trustee’s funding of retainers for certain insureds from a subset of the proceeds of GA’s payment. The settlement would be in full and final satisfaction of the Parties’ claims against one another related to the Policy.

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 for Emergency Hearing or the Bid Procedures Motion, and may enter an order granting the requested relief without further notice or hearing.

Dated: October 8, 2015

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

By his attorneys:

/s/ Lindsay K. Zahradka

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