

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:	)	
	)	Chapter 11
MONTREAL MAINE & ATLANTIC	)	
RAILWAY, LTD.,	)	
	)	Case No. 13-10670
	)	
Debtor.	)	

**LEXINGTON INSURANCE COMPANY’S APPLICATION FOR  
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM**

NOW COMES Lexington Insurance Company (“**Claimant**”), by and through its counsel undersigned and, pursuant to 11 U.S.C. §§ 503, 507, and 1171(a), D. Me. LBR 3002-2 and 9013-1, and this Court’s *Order Establishing the Deadline for Filing Administrative Claims and Approving the Form and Manner of Notice Thereof* entered on October 22, 2014 [Docket No. 1164] (the “**Administrative Claims Bar Date Order**”), issued in the above-captioned case, makes this *Application for Allowance and Payment of Administrative Claim* (the “**Application**”), as set forth in further detail below. In support of this Application, Claimant respectfully represents as follows:

**I.  
EXECUTIVE SUMMARY**

1. This Application is submitted on account of all claims for administrative expenses (the “**Administrative Claims**”) of the Claimant under sections 503 and 1171 of the Bankruptcy Code, known or unknown, contingent and/or unliquidated, under any theory or any principle of law, including, without limitation, (a) all actual and necessary costs and expenses preserving the Debtor’s chapter 11 estate and (b) all claims of any individual or personal representative of any deceased individual against the Debtor or the Debtor’s estate for personal injury to or death of

such individual that are eligible for administrative-expense status pursuant to section 1171 of the Bankruptcy Code to which the Claimant is subrogated or that the Claimant may otherwise assert.

2. This Application is submitted to preserve any and all Administrative Claims that Claimant may have against the Debtor, and nothing set forth herein should be construed as an admission that any valid claims or causes of action exist against the Debtor or the Claimant.

## **II. BACKGROUND**

3. On August 7, 2013 (the “**Petition Date**”), Montreal Maine & Atlantic Railway Ltd. (the “**Debtor**”) filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”), thereby initiating the above-styled and numbered bankruptcy case (the “**Bankruptcy Case**”).

4. Upon information and belief, prior to the Petition Date the Debtor was a Class II freight railroad that operated in the U.S. states of Maine and Vermont and the Canadian province of Quebec. The Debtor is headquartered in Hermon, Maine.

5. Claimant is an insurance carrier in the business of issuing environmental indemnity insurance coverage. Prior to the Petition Date, Claimant issued Policy No. 2675034 to First Union Rail Corporation (“**First Union**”) with each incident and aggregate limits of \$25,000,000.00, and only including Coverage I for Third-Party claims resulting from the transportation of cargo (the “**Policy**”).

6. First Union (as successor-in-interest to Trinity Industries Leasing Company) owned and leased railroad cars to Western Petroleum Company (“**Western**”) pursuant to that certain Railroad Car Lease Agreement (the “**Lease Agreement**”).

7. Western sublet the cars to Dakota Plains Marketing, LLC, under a Sublease Agreement (the “**Sublease Agreement**”).

8. Upon information and belief, under the Lease Agreement and Sublease Agreement, Western and/or Dakota Plains used First Union's leased railway cars to carry crude oil produced from the Bakken Shale in parts of Montana and North Dakota.

9. Upon information and belief, Western and/or Dakota Plains contracted the Debtor as the railway operator to ship the Bakken crude oil with First Union's leased railway cars.

10. On July 6, 2013, a train operated by the Debtor (including twelve of First Union's railway cars leased to Western) derailed and caused catastrophic damage to the town of Lac-Megantic, Quebec, Canada (the "**Derailment**").

11. On August 21, 2013, the U.S. Trustee appointed Robert J. Keach (the "**Chapter 11 Trustee**") as the Chapter 11 Trustee for the Debtor's Bankruptcy Case pursuant to 11 U.S.C. § 1163.

12. An auction of substantially all of the Debtor's assets was held on January 21, 2014 at 10:00 a.m. Railroad Acquisition Holdings LLC submitted the winning bid at \$15,850,000.00. On January 24, 2014, the Bankruptcy Court entered an order approving the sale of substantially all of the Debtor's assets under the January 21, 2014 auction [Docket No. 594].

13. The Debtor and Western are currently defendants in litigation arising from the Derailment. First Union has not been sued for any claims arising from the Derailment. Claimant has not been sued for any claims arising from the Derailment.

14. The Chapter 11 Trustee has approached First Union, among other third parties, regarding a proposal for First Union to contribute money to a settlement fund to be distributed to the victims of the derailment (the "**Derailment Victims' Settlement Fund**"). In exchange, the Chapter 11 Trustee is proposing a full release and global injunction barring any party from

pursuing any claims arising out of the Derailment against any party contributing to the Derailment Victims' Settlement Fund (the "**Settlement Proposal**").

15. First Union and Claimant have negotiated a proposed resolution with the Chapter 11 Trustee regarding the Settlement Proposal, but that proposed resolution is contingent and not final at this time.

16. On October 22, 2014, the Bankruptcy Court issued the Administrative Claims Bar Date Order, providing that, inter alia, "[e]ach person or entity, including, without limitation, each individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit, that holds or asserts an administrative claim, as set forth in 11 U.S.C. § 503(b), against the Debtor's estate, shall file an application for payment of such administrative claim (the 'Administrative Claim Application') by the deadline set forth below (the 'Administrative Claims Bar Date')" and that "any person or entity asserting an administrative claim against the Debtor shall file an Administrative Claim Application so that it is received ... on or before 5:00 p.m. (prevailing Eastern Standard Time) on December 1, 2014."

17. This Application is Claimant's Administrative Claim Application.

### **III. DISCUSSION**

18. At this time, the total amount of the Administrative Claim asserted by the Claimant against the Debtor is unknown. However, some or all of the Administrative Claims asserted against the Debtor are contingent and unliquidated in the amount of \$25,000,000.00. Claimant denies any liability arising from the Derailment at this time. But it is possible that potential claims for subrogation, indemnification, reimbursement and/or contribution arising from the Derailment could be asserted by third parties against Claimant. As stated above, this Application is intended to preserve all Administrative Claims of the Claimant.

19. Neither First Union nor Claimant has been sued for any claims arising from the Derailment. It is possible that third parties could initiate litigation against First Union and/or Claimant for various causes of action arising from the Derailment.

20. Moreover, First Union and Claimant have negotiated a proposed resolution with the Chapter 11 Trustee regarding the Settlement Proposal. The extent of First Union's and Claimant's resolution of the Settlement Proposal and its impact on Claimant's administrative expense claim is uncertain at this time.

21. Upon information and belief, other third parties are also evaluating the Chapter 11 Trustee's Settlement Proposal. It is possible that the other third parties participating in the Derailment Victims' Settlement Fund could initiate litigation against First Union and/or Claimant for various causes of action arising from the Derailment on the basis of subrogation, indemnification, reimbursement, and/or contribution. The extent of First Union's and Claimant's respective exposure in this regard remains uncertain. Under the terms of the Policy, the maximum amount of Claimant's exposure arising from the Derailment is \$25,000,000.00.

22. In the event Claimant is liable to third parties for claims arising from the Derailment on the basis of subrogation, indemnification, reimbursement, and/or contribution, Claimant would be entitled to seek subrogation, indemnification, reimbursement, and/or contribution against the Debtor's estate. On this basis, Claimant's subrogation, indemnification, reimbursement, and/or contribution claim(s) against the Debtor's estate are entitled to the same priority as the Derailment victims' claims against the Debtor's estate. Accordingly, Claimant's contingent and unliquidated claim is entitled to administrative priority pursuant to 11 U.S.C. § 1171(a).

23. Pursuant to § 503(a) of the Code, “[a]n entity may timely file a request for payment of an administrative expense, or may tardily file such request if permitted by the court for cause.” 11 U.S.C. § 503(a).

24. The Administrative Claims Bar Date Order provides that, “[i]n accordance with 11 U.S.C. § 503(a), requests for payment of an administrative claim must be made by separate request for payment and will not be deemed proper if made by a proof of claim.”

25. Importantly, the Administrative Claims Bar Date Order further provides that “[a]ny person or entity that is required to file a timely Administrative Claim Application and who fails to do so on or before the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against the Debtor (or filing a proof of claim or application for payment of administrative claim with respect thereto).”

26. Nonetheless, the Administrative Claims Bar Date Order also states that “claims arising under 11 U.S.C. § 1171” “shall be exempted from the Administrative Claims Bar Date.”

27. Even though the Bar Date Order, by its terms, does not apply to claims arising under § 1171 of the Code, given the contingent and unliquidated nature of Claimant’s claim as set forth above, Claimant is filing this Application out of an abundance of caution to preserve any and all rights and administrative-expense claims of Claimant against Debtor and its bankruptcy estate, including those arising under §§ 503 and 1171, if and when the same are determined. This Application is filed due to compulsion of the Administrative Claims Bar Date and given the potential consequences for failure to timely file an Administrative Claim Application.

28. Pursuant to D. Me. LBR 9013-1(b), before filing this Application, counsel for Claimant made a good-faith effort to determine whether or not the Application is unopposed.

After consultation with counsel for the Chapter 11 Trustee, consent could not be obtained, but respective counsel for Claimant and the Chapter 11 Trustee have agreed to reserve each party's respective rights regarding the relief requested herein.

29. By this Application, Claimant seeks the allowance and payment of all administrative-expense claims against Debtor and its bankruptcy estate pursuant to the terms of the Administrative Claims Bar Date Order.

**IV.  
RESERVATION OF RIGHTS**

30. The Claimant reserves the right to amend, update, and/or supplement this Application at any time and in any respect, for whatever reason, including, without limitation, for the purpose of requesting additional relief, payment of payment of additional Administrative Claims, and/or responding to a request to specify the amount of the Administrative Claim against the Debtor and its bankruptcy estate that come to the Claimant's attention or arise after the filing of this Application, including, without limitation, any Administrative Claims incurred before or after the bar date established by the Administrative Claims Bar Date Order.

**V.  
NO CONSENT, RELEASE, WAIVER, CONCESSION, OR ADMISSION**

31. The filing of this Application shall not be deemed or construed as: (a) a waiver or release of any claim or the Claimant's rights and remedies at law or in equity against any person, entity, or property, an election of remedy, or waiver of any past, present, or future default or event of default; (b) a concession or admission of the validity and/or amount of any claim against the Claimant, which claim, if any, the Claimant denies in all respects; (c) a waiver of any right to treatment of all or a portion of any of its claims as secured or entitled to priority; (d) a waiver of any security held by the Claimant or for its benefit; (e) a waiver of the right to compel the Debtor to return property of the Claimant currently in the Debtor's possession; (f) a consent by the

Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving the Claimant; (g) a waiver or release of the Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (h) a consent by the Claimant to a jury trial in a Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (i) a waiver or release of the Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (j) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Application, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving the Claimant; or (k) a waiver of any setoff or recoupment rights the Claimant has with respect to any claims or causes of action asserted against it by the Debtor, including without limitation, the statutory treatment of such rights pursuant to the Bankruptcy Code.

**VI.**  
**REQUEST FOR RELIEF**

WHEREFORE, Claimant respectfully requests that this Court (a) allow and approve payment of Claimant's claims as administrative-expense claims against Debtor, Maine Montreal & Atlantic Railway, Ltd., and its bankruptcy estate, in at least the contingent and unliquidated



amount of \$25,000,000.00 at this time, as set forth herein, and (b) grant Claimant such other and further relief as is just and equitable.

Dated at Portland, Maine this 1st December, 2014.

*[Signature Page Follows]*

Respectfully Submitted,

*/s/Anthony J. Manhart*

---

Anthony J. Manhart

*/s/Adam J. Shub*

---

Adam J. Shub

**PRETI FLAHERTY BELIVEAU &  
PACHIOS LLP**

One City Center

P.O. Box 9546

Portland, ME 04112-9546

Telephone: 207.791.3077

ashub@preti.com

- and -

**GARDERE WYNNE SEWELL LLP**

Marcus A. Helt (TX No. 24052187)

*(Pro Hac Vice Application pending)*

Thomas C. Scannell (TX No. 24070559)

1601 Elm Street, Suite 3000

Dallas, Texas 75201-4761

Telephone: 214.999.3000

Facsimile: 214.999.4667

mhelt@gardere.com

tscannell@gardere.com

**COUNSEL FOR LEXINGTON  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the above document electronically via ECF on each of the parties of this action on the ECF service list. The document filed is available for viewing and downloading from the ECF system.

Additionally, service has been made by U.S. Mail postage prepaid upon those listed on the attached U.S. Mail Service List.

December 1, 2014

/s/Adam J. Shub

13-10670

**U.S. MAIL SERVICE LIST**

Wystan M. Ackerman  
Michael R. Enright  
Stephen Edward Goldman  
obo Travelers Property Casualty Company of America  
Robinson & Cole LLP  
280 Trumbull St  
Hartford CT 06103

Steven J. Boyajian  
obo Travelers Property Casualty Company of America  
Robinson & Cole LLP  
One Financial Plaza Ste 1430  
Providence RI 02903

Omar J. Alaniz  
obo Shell Oil Company  
Baker Botts  
2001 Ross Ave  
Dallas TX 75201

Daniel Aube  
308 St-Lambert Street  
Sherbrooke, QU J1C0N9  
CANADA

Joseph M Bethony  
obo Estates of Marie Alliance, et al  
Gross, Minsky & Mogul, P.A.  
PO Box 917  
Bangor ME 04402-0917

Sarah R. Borders  
obo Marathon Oil Company  
King & Spalding LLP  
1180 Peachtree St NE  
Atlanta GA 30309

Craig D. Brown  
obo Estates of Stephanie Bolduc  
Meyers & Flowers, LLC  
3 North Second St Ste 300  
St. Charles IL 60174

Clean Harbors  
42 Lonwater Dr  
Norwell MA 02061

Maureen Daneby Cox, Esq.  
Jason R, Gagnon, Esq.  
James K. Robertson, Jr., Esq.  
obo Union Tank Car Company  
Carmody Torrance Sandak & Hennessey  
50 Leavenworth St  
Waterbury CT 06702

Timothy A. Davidson  
Joseph P. Rovira  
obo InCorr Energy Group, LLC  
Andrews Kurth LP  
600 Travis St Ste 4200  
Houston TX 77002

Luc A. Despins  
obo Informal Committee of Quebec Claimants  
Paul Hastings, LLP  
75 East 55th St  
New York NY 10022

Development Specialists, Inc.  
Attention: Fred Caruso  
70 West Madison St Ste 2300  
Chicago, IL 60602

John Eggum  
o/b/o SMBC Rail Services, LLC f/k/a Flagship Rail Services  
Foran Glennon Palandech Ponzi & Rudloff  
222 North LaSalle St Ste 1400  
Chicago IL 60601

John Eggum  
obo TLP Rail Trust 1  
Foran Glennon Palandech Ponzi & Rudloff  
222 North LaSalle St Ste 1400  
Chicago IL 60601

Randy L. Fairless  
Kelley J. Friedman  
obo Oasis Petroleum, Inc.  
Johanson & Fairless, LLC  
1456 First Colony Blvd  
Sugar Land TX 77479

Alan S. Gilbert  
obo 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  
233 South Wacker Dr Ste 7800  
Chicago IL 60606

Marcia L. Goldstein, Arvin Maskin  
Victoria Vron, Blaire Cahn  
obo CIT Group, Inc.  
Weil, Gotshal & Manges LLP  
767 Fifth Ave  
New York NY 10153

Diane P. Sullivan  
Allison M. Brown  
obo CIT Group, Inc.  
Weil, Gotshal & Manges LLP  
301 Carnegie Ctr Ste 303  
Princeton NJ 08540

Julie Alleen Hardin  
obo ConocoPhillips  
Reed Smith LLP  
811 Main St Ste 1700  
Houston TX 77002

Julie Alleen Hardin  
obo Enserco Energy LLC  
Reed Smith LLP  
811 Main St Ste 1700  
Houston TX 77002

Eric M. Hocky  
obo Maine Department of Transportation  
Clark Hill Thorp Reed  
2005 Market St Ste 1000  
Philadelphia PA 19103

Terence M. Hynes, Esq.  
obo Railroad Acquisition Holdings LLC  
Sidley Austin LLP  
1501 K Street NW  
Washington DC 20005

Robert Jackstadt  
obo Midwest Railcar Corporation  
Tueth, Keeney, Cooper, Mohan & Jackstadt  
101 West Vandalia Ste 210  
Edwardsville IL 62025

Robert J. Keach, Esq.  
Bernstein Shur Sawyer & Nelson  
PO Box 9729  
Portland ME 04104

Bill Kroger  
obo Shell Oil Company  
Baker Botts  
910 Louisiana St  
Houston TX 77002

Thomas A. Labuda, Jr.  
Matthew E. Linder, Esq.  
obo Railroad Acquisition Holdings LLC  
Sidley Austin, LLP  
One South Dearborn  
Chicago IL 60603

Paul McDonald  
obo on behalf of Plaintiff Robert J. Keach  
Bernstein Shur Sawyer & Nelson, P.A.  
100 Middle Street  
PO Box 9729  
Portland, ME 04104-5029

Stefanie Wowchuck McDonald  
obo 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  
233 South Wacker Dr Ste 7800  
Chicago IL 60606

William K. McKinley, Esq.  
obo Dakota Plains Transloading, LLC,  
Dakota Petroleum Transport Solutions LLC,  
Dakota Plains Marketing LLC  
Trough Heisler  
PO Box 9711  
Portland ME 04104-5011

Dennis M. Ryan, Esq.  
obo Dakota Plains Transloading, LLC,  
Dakota Petroleum Transport Solutions LLC,  
Dakota Plains Marketing LLC  
Faegre Baker Daniels LLP  
90 South 7th St Ste 2200  
Minneapolis MN 55402-3901

John L. Scott  
obo Enserco Energy LLC  
Reed Smith LLP  
599 Lexington Ave  
New York NY 10022

Shaw Fishman Glantz & Towbin LLC  
obo Trustee Robert J. Keach  
321 N Clark St Ste 800  
Chicago IL 60654

Jeffrey C. Steen, Esq.  
obo Railroad Acquisition Holdings LLC  
Sidley Austin LLP  
One South Dearborn  
Chicago IL 60603

Jeffrey D. Sternklar, Esq.  
obo Estates of Marie Alliance, et al  
Duane Morris LLP  
100 High St Ste 2400  
Boston MA 02110

Virginia Strasser  
obo Surface Transportation Board  
395 E St SW  
Washington DC 20423



Robert D. Thomas  
49 Park St  
Dexter ME 04930

Matthew Jordan Troy  
obo United States of America  
US Department of Justice, Civil Division  
PO Box 875 Ben Franklin Station  
Washington DC 20044-0875

Verrill & Dana, LLP  
obo Montreal Maine & Atlantic Railway Ltd.  
One Portland Square  
PO Box 586  
Portland ME 04112-0586

Verrill & Dana, LLP  
obo Trustee Robert J. Keach  
One Portland Square  
PO Box 586  
Portland ME 04112-0586

Elizabeth S. Whyman  
obo Estates of Marie Alliance, et al  
Murtha Cullina LLP  
99 High St  
Boston MA 02110

Frederick J. Williams  
74 Bellevue Street  
Compton, QU JOB 1L0  
CANADA

Michael S. Wolly, Esq.  
obo Brotherhood of Locomotive Engineers and Trainmen  
Zwerdling, Paul, Kahn & Wolly, PC  
1025 Connecticut Ave NW  
Washington DC 20036

Mark W. Zimmerman  
obo Arrow Midstream Holdings, LLC  
Clausen Miller PC  
10 South LaSalle St  
Chicago IL 60603

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re:	)	
	)	Chapter 11
MONTREAL MAINE & ATLANTIC	)	
RAILWAY, LTD.,	)	Case No. 13-10670
	)	
Debtor.	)	

**ORDER GRANTING LEXINGTON INSURANCE COMPANY'S APPLICATION FOR  
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM**

On this day came on for consideration the *Application for Allowance and Payment of Administrative Claim* (the "**Application**") filed by Lexington Insurance Company ("**Claimant**") on December 1, 2014. After due consideration of the Application, the Court finds based on the representations of counsel, the pleadings on file, and the evidence of record: (i) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iii) Claimant has shown good, sufficient, and sound justification for the relief requested in the Application; (iv) proper and adequate notice of the Application has been given provided and no other or further notice is necessary; and (v) upon the record herein, good and sufficient cause exists for granting the final relief requested in the Application.

Accordingly, it is **ORDERED** that the Application is **GRANTED** as set forth therein.

Dated \_\_\_\_\_, 2014.

---

Hon. Louis H. Kornreich  
Chief Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re: )  
) Chapter 11  
MONTREAL MAINE & ATLANTIC )  
RAILWAY, LTD., ) Case No. 13-10670  
)  
Debtor. )

**NOTICE OF RESPONSE DATE AND NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that Lexington Insurance Company (the “Claimant”) has filed an Application for Allowance and Payment of Administrative Claim on December 1, 2014 (the “Application”), in the above captioned case.

Pursuant to D. Me. LBR Rule 9013-1(i), any interested party must file an appropriate answer or other response to the Objection with the Clerk, U.S. Bankruptcy Court, District of Maine, 202 Harlow Street, 3<sup>rd</sup> Floor, Bangor ME 04401-4901, with copies to the Trustee and other parties in interest, so that the same are received on or before **December 22, 2014**.

NOTICE IS ALSO HEREBY GIVEN that a hearing is scheduled to be held on the Objection at the U.S. Bankruptcy Court, District of Maine, 202 Harlow Street, 3<sup>rd</sup> Floor, Bangor ME 04401-4901 on **January 13, 2015, at 10:00 a.m.** (the “Hearing”).

As set forth more fully in the Maine Bankruptcy Court’s Administrative Procedures for Telephonic Participation in Hearings (the “Procedures”) (see [www.meb.uscourts.gov](http://www.meb.uscourts.gov)), counsel and other interested parties seeking to be heard on the Motion have the option of participating telephonically in the Hearing by contacting CourtCall ((866) 582-6878), at least twenty-four hours in advance of the Hearing, and arranging for such a telephonic appearance. Any persons or entities desiring to appear telephonically at the Hearing must comply with all the requirements set forth in the Procedures and bear their own costs and expenses.

**If you fail to respond in accordance with this Notice and file a timely answer or other response as required by the Federal Rules of Bankruptcy Procedure and the Maine Bankruptcy Rules, the relief requested may be granted against you by default without further notice or the opportunity for hearing.**

The Hearing may be continue or adjourned from time to time or set for final hearing without further notice to creditors or interested parties other than by the announcement of any new hearing date, time, and place of said Hearing.

Dated at Portland, Maine this 1st December, 2014.

Respectfully submitted,

LEXINGTON INSURANCE COMPANY

By Its Attorneys,

/s/Anthony J. Manhart

Anthony J. Manhart

/s/Adam J. Shub

Adam J. Shub

**PRETI FLAHERTY BELIVEAU & PACHIOS  
LLP**

One City Center

P.O. Box 9546

Portland, ME 04112-9546

Telephone: 207.791.3077

[amanhart@preti.com](mailto:amanhart@preti.com)

[ashub@preti.com](mailto:ashub@preti.com)

- and -

**GARDERE WYNNE SEWELL LLP**

Marcus A. Helt (TX No. 24052187)

*(Pro Hac Application pending)*

Thomas C. Scannell (TX No. 24070559)

1601 Elm Street, Suite 3000

Dallas, Texas 75201-4761

Telephone: 214.999.3000

Facsimile: 214.999.4667

[mhelt@gardere.com](mailto:mhelt@gardere.com)

[tscannell@gardere.com](mailto:tscannell@gardere.com)

**COUNSEL FOR  
LEXINGTON INSURANCE COMPANY**