

CANADA

(Actions collectives)

PROVINCE DE QUÉBEC  
DISTRICT DE MÉGANTIC

COUR SUPÉRIEURE

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N° : 480-06-000001-132

**GUY OUELLET, SERGE JACQUES et  
LOUIS-SERGES PARENT**

Représentants

c.

**MONTREAL MAINE & ATLANTIC  
CANADA COMPANY, THOMAS HARDING  
et  
COMPAGNIE DE CHEMIN DE FER  
CANADIEN PACIFIQUE**

Défenderesses

-et-

**RICHTER GROUPE CONSEIL INC.**, ès  
qualités de contrôleur dans les procédures de  
Montréal, Maine & Atlantic Canada Company en  
vertu de la *Loi sur les arrangements avec les  
créanciers des compagnies*

Mise en cause

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**REQUÊTE DE LA DÉFENDERESSE COMPAGNIE DE CHEMIN DE FER CANADIEN  
PACIFIQUE POUR DIVULGATION DE DOCUMENTS CONCERNANT LES SOMMES  
D'ARGENT VERSÉES À DES MEMBRES DU GROUPE**

*(Articles 9, 10, 18, 19 et 158 du Code de procédure civile)*

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**LA DÉFENDERESSE COMPAGNIE DE CHEMIN DE FER CANADIEN PACIFIQUE  
(LE « CP ») EXPOSE RESPECTUEUSEMENT CE QUI SUIT :**

**A. ORDONNANCE RECHERCHÉE**

1. Par la présente requête, le CP demande au Tribunal de prononcer une ordonnance ordonnant à la mise en cause de communiquer tous les documents existants concernant les réclamations par les membres du groupe ainsi que les sommes d'argent versées à ces derniers dans le cadre des procédures d'insolvabilité de Montréal, Maine & Atlantique Canada (« MMAC ») et Montréal, Maine & Atlantique Railway Co. (« MMAR »).

2. En vertu des ordonnances prononcées par la Cour supérieure dans le cadre des procédures d'insolvabilité de MMAC et MMAR, le CP bénéficie de certains crédits lui permettant de réduire les montants réclamés par les membres du groupe.
3. Tel qu'il est détaillé ci-après, les documents demandés par le CP sont essentiels afin de lui permettre de déterminer la valeur des crédits obtenus et de vérifier si les membres du groupe ont été indemnisés pour les dommages qu'ils prétendent avoir subis et à quelle hauteur.
4. Typiquement, l'information et les documents demandés par le CP n'existent généralement pas à ce stade d'une action collective, mais la présente situation est exceptionnelle.
5. En effet, les membres du groupe réclament des dommages du CP dans le cadre de la présente action collective, mais ils ont déjà eu l'occasion de réclamer les mêmes dommages en tout ou en partie dans le cadre des procédures d'insolvabilité de MMAC et MMAR.
6. Les documents demandés par la présente requête existent déjà et peuvent être facilement communiqués par Richter Groupe Conseil inc. à titre de contrôleur (le « **contrôleur** ») dans les procédures de MMAC en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (« **LACC** »)<sup>1</sup>. La communication de ces documents ne nécessitera que du travail administratif pour lequel le CP indique qu'il est disposé à acquitter des frais raisonnables.
7. L'ordonnance recherchée permettra de faire avancer le présent recours d'une manière proportionnée et économique, le tout dans l'esprit du nouveau Code de procédure civile.

**B. LE PROCESSUS DE RÉCLAMATION DANS LE CADRE DE LA LACC ET LE PLAN DE COMPROMIS ET D'ARRANGEMENT**

8. Tel qu'il ressort des actes de procédures dans le présent dossier, le 6 juillet 2013, le train de la défenderesse MMAC, dont le chef de train était le défendeur Thomas Harding, a déraillé à Lac-Mégantic, entraînant le déversement de plusieurs milliers de litres de pétrole brut appartenant à World Fuel Services et la mort de 47 personnes dans l'incendie qui s'en est suivi.
9. Tel qu'il ressort également des actes de procédures et des faits de notoriété publique, la défenderesse MMAC est devenue insolvable dans les semaines qui ont suivi le déraillement et elle s'est prévaluée des dispositions de la LACC.
10. Tel qu'il ressort également des actes de procédures et des faits de notoriété publique, la société mère américaine MMAR s'est prévaluée des dispositions analogues de la loi américaine *United States Bankruptcy Code*.

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<sup>1</sup> L.R.C. (1985), ch. C-36

11. Les documents demandés par la présente requête sont des documents préparés dans le cadre du processus de réclamation élaboré dans le cadre du dossier de la LACC de MMAC.
12. Le 4 avril 2014, la Cour supérieure siégeant en vertu de la LACC a prononcé l'Ordonnance relative à la procédure de réclamation, telle qu'amendée par l'Ordonnance amendée relative à la procédure de réclamation prononcée le 13 juin 2014 (le « **Processus de réclamation** »), tel qu'il appert d'une copie de ces ordonnances produites au soutien des présentes *en liasse* comme **Pièce R-1**.
13. Le Processus de réclamation a permis à tous les créanciers de MMAC, y compris toutes les victimes du déraillement, de présenter une réclamation contre MMAC et contre MMAR simultanément par le biais d'un dépôt unique contre MMAC.
14. Dans le cadre du Processus de réclamation, les créanciers de MMAC et MMAR devaient remplir et produire un formulaire de preuve de réclamation auprès du contrôleur avant une date butoir. Une copie de ce formulaire de preuve de réclamation ainsi qu'une copie de ses annexes sont produites au soutien des présentes *en liasse* comme **Pièce R-2**.
15. Les annexes étaient préparées afin d'aider les créanciers à fournir des détails et une description de la nature des dommages réclamés.
16. La première phase du Processus de réclamation consistait simplement à recueillir les preuves de réclamation afin de déterminer l'étendue des montants réclamés contre MMAC et MMAR. Les preuves de réclamation n'étaient pas traitées dans cette première phase du Processus de réclamation.
17. Dans les mois suivant la fin de cette première phase du Processus de réclamation, diverses conventions de règlement ont été conclues avec des tiers prévoyant des contributions visant à créer un fonds d'indemnisation (le « **Fonds d'indemnisation** ») destiné à fournir un dédommagement pour les réclamations liées au déraillement du train de MMAC produites dans le cadre du Processus de réclamation.
18. Les contributions des tiers étaient conditionnelles à l'obtention, en faveur de ces tiers, de quittances et d'injonctions tant au Canada qu'aux États-Unis.
19. Par conséquent, MMAC et MMAR ont proposé respectivement un plan de compromis et d'arrangement en vertu de la LACC et un plan de liquidation en vertu du *United States Bankruptcy Code*.
20. La première version du plan de compromis et d'arrangement (le « **Plan** ») est déposée par MMAC le 31 mars 2015, tel qu'il ressort d'une copie du plan produite au soutien des présentes comme **Pièce R-3**.
21. Le Plan prévoyait entre autres chose un mécanisme de distribution du Fonds d'indemnisation aux diverses réclamations liées au déraillement.

22. Le 15 avril 2015, l'Ordonnance relative à la procédure de résolution des réclamations était prononcée par la Cour supérieure siégeant en vertu de la LACC, tel qu'il appert d'une copie de cette ordonnance produite au soutien des présentes comme **Pièce R-4**.
23. Cette ordonnance (R-4) établissait la procédure et les modalités relatives à la détermination tant de la validité que du montant des réclamations contestées aux fins du Plan.
24. La procédure de résolution des réclamations peut être résumée comme suit :
  - (a) Le contrôleur, avec MMAC, révise les preuves de réclamation;
  - (b) Le cas échéant, le contrôleur envoie un avis de révision ou de rejet de la preuve de réclamation à un réclamant;
  - (c) Le réclamant qui reçoit un avis de révision ou de rejet peut le contester en envoyant un avis de contestation au contrôleur dans les 20 jours de la date de réception de l'avis de révision ou de rejet;
  - (d) Dans le mesure où un réclamant ne transmet pas un avis de contestation, un réclamant est réputé avoir accepté la détermination de sa preuve de réclamation faite dans l'avis de révision ou de rejet;
  - (e) Le contrôleur, avec l'assistance de MMAC, peut essayer de résoudre une preuve de réclamation contestée de façon consensuelle avec un réclamant suite à la réception d'un avis de contestation;
  - (f) Si un différend ne peut pas être résolu de façon consensuelle, la preuve de réclamation peut être référée soit (i) à un arbitre de traitement de réclamations (Claims Officer) ou (ii) à la Cour supérieure siégeant en vertu de la LACC.
25. Le 9 juin 2015, suite au règlement intervenu avec World Fuel Services inc., MMAC a déposé un plan de compromis et d'arrangement amendé (le « **Plan amendé** »), tel qu'il ressort d'une copie du Plan amendé produite au soutien des présentes comme **Pièce R-5**.
26. En date du dépôt du Plan amendé, le Fonds d'indemnisation avait une valeur approximative de 431 500 000 \$ CAN.
27. Le 9 juin 2015, les créanciers du MMAC ont accepté à l'unanimité le Plan amendé de MMAC.
28. Le 11 juin 2015, MMAC a signifié aux parties une Requête pour l'approbation du Plan amendé.
29. Le CP a contesté vigoureusement la Requête pour l'approbation du Plan amendé.
30. Dans un jugement rendu le 13 juillet 2015, le juge Gaétan Dumas de la Cour supérieure a approuvé le Plan amendé.

31. Le 27 juillet 2015, le CP a déposé une Requête pour permission d'en appeler du jugement approuvant le Plan amendé.
32. Suite à une entente intervenue entre le CP et les parties prenantes dans les dossiers d'insolvabilité de MMAC et MMAR, incluant les représentants des membres du groupe, le CP s'est désisté de sa Requête pour permission d'appeler.
33. En contrepartie de son désistement, des clauses de réduction de jugement (judgment reduction provisions) ont été intégrées dans les ordonnances approuvant le Plan amendé et confirmant le plan de liquidation aux États-Unis.
34. En effet, le 9 octobre 2015, la Cour supérieure siégeant en vertu de la LACC a prononcé l'*Ordonnance visant à modifier l'ordonnance pour l'approbation du plan de compromis et de transaction amendé*, tel qu'il appert d'une copie de cette ordonnance produite au soutien des présentes comme **Pièce R-6**.
35. Les clauses de réduction de jugement sont énoncées aux paragraphes 101.1 et 101.2 de cette Ordonnance (R-6).
36. Aux fins de la présente Requête, le CP souligne qu'il bénéficie d'un crédit de règlement (settlement credit). Selon l'Ordonnance (R-6), le crédit de règlement est égal au dividende reçu par un réclamant, incluant les membres du groupe, en vertu du Plan amendé ou du plan de liquidation aux États-Unis.
37. Par exemple, si un réclamant avait une réclamation de 100 \$ pour dommages moraux et a reçu un dividende de 100 \$ pour dommages moraux en vertu du Plan amendé, ce réclamant n'aurait plus de réclamation à faire valoir contre le CP dans le cadre de la présente action collective.
38. Le CP estime qu'après réduction des réclamations des membres du groupe par le crédit de règlement, il sera manifeste que les réclamations d'un nombre significatif des membres du groupe ont déjà été acquittées ou seront acquittées dans leur intégralité suite au paiement des dividendes en vertu du Plan amendé ou du plan de liquidation aux États-Unis.

**C. LES DEMANDES DE COMMUNICATION DE DOCUMENTS ET INFORMATION DU CP AUPRÈS DU CONTRÔLEUR**

39. En date de présentes, le CP n'a pas l'information lui permettant de déterminer le montant des réclamations que les membres du groupe pourront faire valoir dans le cadre de la présente action collective.
40. Cependant, l'information et les documents qui permettraient au CP de faire une telle détermination existent en date d'aujourd'hui et se trouvent entre les mains du contrôleur.
41. Dans une lettre datée du 28 avril 2016, les procureurs du CP ont demandé certains documents et informations relatifs au processus de réclamation et aux dividendes versés

aux créanciers dans le cadre de la LACC. Plus particulièrement, les procureurs du CP ont demandé copies des documents suivants :

- (a) *the proof of claims filed in the CCAA proceedings;*
- (b) *the “Avis de Calcul de Votre Distribution et ou Avis de Rejet Total ou Partiel de Votre Réclamation” sent by the Monitor for each of the proof of claims;*
- (c) *the contestations by creditors of any of the notices sent by the Monitor;*
- (d) *the final notices of calculation of distribution or disallowance for the contesting creditors;*
- (e) *the proceedings related to a disputed claim, whether before a claims officer or the Court;*
- (f) *the decisions rendered by a claims officer or the Court in respect of a disputed claim; and*
- (g) *the tables, summaries or other compilation of claims/distributions, their nature, their status and/or determination that have been prepared by the Monitor.*

tel qu’il ressort d’une copie de cette lettre produite au soutien des présentes comme **Pièce R-7**.

- 42. Le CP était en droit de demander cette information à titre de créancier de MMAC et à titre de bénéficiaire du crédit de règlement (Settlement Credit).
- 43. Les procureurs des membres du groupe, agissant également à titre de représentants des membres du groupe dans le cadre du dossier de la LACC, s’objectaient à la transmission par le contrôleur de l’information et des documents demandés par le CP, notamment en raison que cette demande était prématurée, tel qu’il ressort d’une copie d’une lettre envoyée par Me Joel Rochon, l’un des avocats des membres du groupe, à Me Alain Riendeau, l’un des avocats du CP, datée du 18 mai 2016 et produite au soutien des présentes comme **Pièce R-8**.
- 44. Il est utile de reproduire l’extrait de cette lettre (R-8) dans lequel le procureur des membres du groupe explique son objection :

The “Settlement Credit” to which CP refers may be relevant for the purpose of determining the individual damages to be paid to class members by CP in the event that a judgment is ultimately entered against CP in the class action, or to facilitate the conclusion of meaningful settlement discussions in that proceeding. In that event, however, CP’s request ought to be made as a request for production in the context of the class action, following the determination of the common issues at trial. We would then respond having regard to the merits of the request in that context, at that time, and any dispute would be resolved by the judge supervising the class action and individual damage determinations.

- 45. Le 20 mai 2016, le CP a réduit la portée de sa demande sous réserve de son droit de demander à un stade ultérieur ou devant un autre forum l’intégralité des documents visés

par la lettre du 28 avril 2016 (R-7), tel qu'il appert d'une copie d'un courriel envoyé par Me Enrico Forlini, l'un des avocats du CP, à Me Sylvain Vauclair, l'un des avocats du contrôleur produite au soutien des présentes comme **Pièce R-9**.

46. La demande réduite du CP était d'obtenir l'information suivante :
- (a) Le nom de chaque créancier qui a produit une preuve de réclamation;
  - (b) Le montant réclamé par chaque créancier qui a produit une preuve de réclamation; et
  - (c) Le montant de la distribution versée à chaque créancier par le contrôleur en vertu du plan.
47. Les procureurs des membres du groupe ont refusé de consentir à la demande réduite du CP, tel qu'il ressort d'un courriel envoyé par Me Joel Rochon à Me Sylvain Vauclair daté du 24 mai 2016 et produit au soutien des présentes comme **Pièce R-10**.
48. Le 27 mai 2016, le contrôleur a signifié une Requête pour directives afin de demander à la Cour supérieure de déterminer si le CP avait le droit d'obtenir l'information demandée, tel qu'il ressort d'une copie de la Requête pour directives datée du 27 mai 2016 et produit au soutien des présentes comme **Pièce R-11**.
49. Le 7 juin 2016, le juge Gaétan Dumas de la Cour supérieure siégeant en vertu de la LACC prononce le jugement suivant sur la Requête pour directives du contrôleur :

[1] La demande de Me Riendeau de produire des notes et autorités additionnelles n'est pas nécessaire. Les recours en vertu de la LACC doivent se faire, non pas derrière des rideaux fermés, mais au vu et au su de tous. Les gens qui ont déposé des preuves de réclamation dans le dossier de LACC, tout en continuant un recours collectif, ont pris des procédures publiques et ils doivent s'attendre à ce que les montants qu'ils réclament et qu'ils ont reçus soient rendus publics, du moins par ceux dont les intérêts peuvent être touchés par les sommes reçues.

**EN CONSÉQUENCE, LE TRIBUNAL :**

[2] **ACCUEILLE** la demande pour directives;

[3] **ORDONNE** au contrôleur de remettre au Canadian Pacific Railway Company et à leurs procureurs le fichier Excel qui contient le nom des membres du recours collectif qui ont produit une preuve de réclamation dans le dossier de la LACC, sans qu'il soit nécessaire pour le moment de faire parvenir les preuves de réclamation. Si d'autres informations sont nécessaires, elles pourront être demandées en temps et lieu et devant le bon forum.

[4] **LE TOUT sans frais.**

tel qu'il appert d'une copie du jugement déposé au soutien des présentes comme **Pièce R-12**.

50. Le 21 juillet 2016, le procureur du contrôleur a transmis un tableau au procureur du CP décrivant les réclamations des membres du groupe et les dividendes versés à ces derniers, tel qu'il appert d'une copie de ce tableau produit au soutien des présentes comme **Pièce R-13**.

51. Après révision des informations décrites dans le tableau, le CP constate qu'il n'est pas en mesure de déterminer la valeur réelle des réclamations des membres du groupe. Le CP n'est également pas en mesure de déterminer la valeur du crédit du règlement pour chacun des membres du groupe qui ont reçu un dividende dans le cadre des dossiers d'insolvabilité de MMAC et de MMAR.
52. En effet, le montant réclamé par un réclamant dans un grand nombre de cas a certainement varié après la mise en place du processus de résolution des réclamations. Par conséquent, le montant initialement réclamé dans une preuve de réclamation peut se révéler différent de la valeur ultime de sa réclamation.
53. Par exemple, si un réclamant qui a réclamé 1 000 \$ reçoit un avis de révision de sa réclamation pour un montant de 500 \$ et ne le conteste pas, il est réputé avoir accepté la valeur révisée de sa réclamation de 500 \$.
54. En l'absence des documents et de l'information concernant le traitement de la réclamation d'un réclamant, le CP ne pourrait pas déterminer le montant « réel » de la réclamation d'un membre du groupe.
55. De plus, comme le crédit du règlement (settlement credit) doit être utilisé pour une catégorie de dommages précis, il est impératif que le CP obtienne la ventilation des dividendes versés à un créancier catégorie par catégorie.
56. Or, le tableau fourni par le contrôleur ne contient pas l'information nécessaire afin de permettre au CP de ventiler les dividendes versés entre les différentes catégories de réclamations possibles en vertu du Plan amendé.
57. Par exemple, le tableau ne permet pas au CP de déterminer le montant réclamé par un réclamant pour dommages moraux, puisque les annexes des preuves de réclamation ne font pas cette distinction. Il est également impossible de déterminer à partir du tableau la ventilation du dividende pour un réclamant qui a déposé une preuve de réclamation dans plusieurs catégories créées par le Plan amendé.
58. Dans les circonstances du présent dossier, le CP est en droit de connaître la valeur réelle des réclamations des membres du groupe ainsi que la valeur réelle des crédits du règlement octroyés en vertu du Plan amendé.
59. En date des présentes, le CP n'a pas en sa possession l'information lui permettant de faire cette évaluation.
60. Cependant, l'information et les documents permettant au CP de faire cette évaluation existent et sont facilement disponibles à partir du contrôleur. La transmission de ces documents n'est qu'une tâche administrative pour laquelle le CP offre d'acquiescer les frais raisonnables.
61. En effet, les documents identifiés dans la conclusion de la présente Requête permettront aux membres du groupe, au CP ainsi qu'au Tribunal de déterminer, du moins en partie, la valeur réelle des montants réclamés dans le cadre de la présente action collective.

62. Par voie de conséquence, les principes de proportionnalité et de la saine gestion de l'instance militent en faveur de la divulgation des documents existants qui permettent au CP de déterminer, du moins en partie, que les réclamations faites par les membres du groupe ont été satisfaites totalement ou en partie.

**PAR CES MOTIFS, VOUS PLAISE :**

**ORDONNER** à Richter Groupe Conseil inc., à titre de contrôleur dans le dossier Montréal, Maine & Atlantique Co. (450-11-000167-134), de transmettre à la défenderesse Compagnie de chemin de fer Canadien Pacifique l'information et documents suivants dans un délai de 30 jours du jugement à intervenir :

- Toutes les preuves de réclamation produites par des créanciers dans le dossier du plan d'arrangement et de compromis et tous les documents accompagnant la preuve de réclamation.
- Tous les formulaires de déclaration médicale complétés par des créanciers au soutien de leurs réclamations pour troubles de stress post-traumatique.
- Tous les documents que le contrôleur a complétés portant le titre « Avis de calcul de votre distribution » ou « Avis de rejet total ou en partie de votre réclamation » en rapport avec les preuves de réclamation des membres du groupe.
- Tous les avis de contestation déposés par des créanciers à la suite de la réception d'un « Avis de rejet total ou en partie de votre réclamation » de la part du contrôleur.
- Tous documents faisant état d'une entente de transaction intervenue entre le contrôleur et tout créancier mettant fin à un différend portant sur la preuve de réclamation.
- Tous les actes de procédures ou décisions, s'il en est, relatives aux différends référés (si c'est le cas) à un arbitre de traitement des réclamations ou devant la Cour supérieure.
- Tous les avis définitifs de calcul de la distribution ou dividende transmis par le contrôleur aux créanciers qui ont déposé des preuves de réclamation.

**ORDONNER** à Richter Groupe Conseil inc. de mettre à jour l'ensemble de l'information et les documents qui doivent être transmis à la Compagnie de chemin de fer Canadien Pacifique au terme de l'ordonnance précédente et de transmettre cette information et ces documents mensuellement (soit le 15 de chaque mois ou le premier jour ouvrable qui suit) à la Compagnie de chemin de fer Canadien Pacifique, la première mise à jour devant être transmise à la Compagnie de chemin de fer Canadien Pacifique dans un délai de 30 jours de la transmission de l'information et des documents mentionnés dans la conclusion précédente.

**LE TOUT SANS FRAIS SAUF EN CAS DE CONTESTATION**

Montréal, ce 1<sup>er</sup> décembre 2016



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Me André Durocher

Me Alain Riendeau

Me Martin Sheehan

Me Noah Boudreau

Me Brandon Farber

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**

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Mise en cause

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**AVIS DE PRÉSENTATION**

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**PRENEZ AVIS** que la présente requête de la défenderesse Compagnie de chemin de fer Canadien Pacifique pour divulgation de documents concernant les sommes d'argent versées à des membres du groupe sera présentée pour adjudication à un endroit, à une date et à une heure qu'il plaira au juge désigné de bien vouloir fixer.

Montréal, ce 1<sup>er</sup> décembre 2016



Me André Durocher

Me Alain Riendeau

Me Martin Sheehan

Me Noah Boudreau

Me Brandon Farber

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**

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Courriels : [adurocher@fasken.com](mailto:adurocher@fasken.com)

[ariendeau@fasken.com](mailto:ariendeau@fasken.com)

[msheehan@fasken.com](mailto:msheehan@fasken.com)

[nboudreau@fasken.com](mailto:nboudreau@fasken.com)

[bfarber@fasken.com](mailto:bfarber@fasken.com)

CANADA

(Actions collectives)

PROVINCE DE QUÉBEC  
DISTRICT DE MÉGANTIC

COUR SUPÉRIEURE

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N° : 480-06-000001-132

**GUY OUELLET, SERGE JACQUES et  
LOUIS-SERGES PARENT**

Représentants

c.

**MONTREAL MAINE & ATLANTIC  
CANADA COMPANY, THOMAS HARDING  
et  
COMPAGNIE DE CHEMIN DE FER  
CANADIEN PACIFIQUE**

Défenderesses

-et-

**RICHTER GROUPE CONSEIL INC.**, ès  
qualités de contrôleur dans les procédures de  
Montréal, Maine & Atlantic Canada Company en  
vertu de la *Loi sur les arrangements avec les  
créanciers des compagnies*

Mise en cause

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**LISTE DE PIÈCES**

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- R-1 Ordonnances produites au soutien l'ordonnance relative à la procédure de réclamation, telle qu'amendée par l'Ordonnance amendée relative à la procédure de réclamation (13 juin 2014) *en liasse*
- R-2 Formulaire de preuve de réclamation et ses annexes *en liasse*
- R-3 Plan de compromis et d'arrangement déposée par MMAC (13 mars 2015)
- R-4 Ordonnance relative à la procédure de résolution des réclamations (15 avril 2015)
- R-5 Plan de compromis et d'arrangement amendé (9 juin 2015)
- R-6 Ordonnance visant à modifier l'ordonnance pour l'approbation du plan de compromis et de transaction amendé (9 octobre 2015)

- R-7 Lettre de Me Alain Riendeau adressée à Me Sylvain Vauclair (28 avril 2016)
- R-8 Lettre envoyée par Me Joel Rochon à Me Alain Riendeau (18 mai 2016)
- R-9 Courriel envoyé par Me Enrico Forlini à Me Sylvain Vauclair (20 mai 2016)
- R-10 Courriel envoyé par Me Joel Rochon à Me Sylvain Vauclair (24 mai 2016)
- R-11 Requête pour directives datée du 27 mai 2016
- R-12 Jugement de l'Honorable Gaétan Dumas (7 juin 2016)
- R-13 Tableau décrivant les réclamations des membres du groupe et les dividendes versés à ces derniers

Montréal, ce 1<sup>er</sup> décembre 2016



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Me André Durocher  
Me Alain Riendeau  
Me Martin Sheehan  
Me Noah Boudreau  
Me Brandon Farber

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**

Avocats de la Défenderesse Compagnie de chemin  
de fer Canadien Pacifique

Tour de la Bourse

Bureau 3700, C.P. 242

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Montréal (Québec) H4Z 1E9

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**R-1**

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF ST-FRANÇOIS

Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
C. C-36, as amended)

N°: 450-11-000167-134

Sherbrooke, June 13, 2014

PRESENT: The Honourable Justice Gaétan  
Dumas, J.S.C.

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IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO.**  
**(MONTREAL, MAINE & ATLANTIQUE CANADA**  
**CIE)**

Debtor-Petitioner

and

**RICHTER ADVISORY GROUP INC. (RICHTER**  
**GROUPE CONSEIL INC.)**

Monitor

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**AMENDED CLAIMS PROCEDURE ORDER**

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**SEEING** Petitioner's *Motion for an order approving a process to solicit claims and for the establishment of a claims bar date*, the exhibits, the affidavit of Mr. Robert C. Grindrod, as well as the submissions of counsel present at the hearing;

**GIVEN** the provisions of the CCAA;

**WHEREFORE, THE COURT:**SERVICE

- [1] ORDERS that the Petition is properly presentable on March 28, 2014 and that the time for service of the Petition herein be and is hereby abridged;

DEFINITIONS

- [2] ORDERS that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
- a) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
  - b) "Business Day" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the Code of Civil Procedure, R.S.Q., c. C-25, as amended);
  - c) "CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
  - d) "CCAA Proceedings" means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
  - e) "Claim" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind of the Petitioner owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioner become bankrupt on the Determination Date, and,

without limitation, shall include (i) any Unaffected Claim, or (ii) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;

- f) "Claims Bar Date" means 5:00 p.m. (Montréal time) on July 14, 2014 with respect to the Wrongful Death Victims and 5:00 p.m. (Montréal time) on June 13, 2014 with respect to all the other Creditors;
- g) "Court" means the Québec Superior Court (Commercial Division);
- h) "Creditor" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- i) "Creditors' Instructions" means the instructions for Creditors explaining how to file a Proof of claim;
- j) "Creditors' List" means a list of all Known Creditors;
- k) "Chapter 11 Case" means the Chapter 11 bankruptcy proceedings underway in the United States Bankruptcy Court, District of Maine, in respect of Montreal Maine & Atlantic Railway, Ltd.;
- l) "Derailment" means the train derailment that occurred on July 6, 2013 in the municipality of Lac-Mégantic, Québec;
- m) "Derailment Claim" means a claim for damages resulting from the Derailment;
- n) "Designated Newspapers" means La Presse, The Montreal Gazette, the Sherbrooke Record, La Tribune and L'Echo de Frontenac;
- o) "Determination Date" means August 8, 2013;
- p) "Excluded Claim" means any right of any Person against the Petitioner in connection with (i) any indebtedness, liability or obligation of any kind which came into existence on or after the Determination Date and any interest thereon, including any obligation

of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and (ii) any Claim filed jointly with or between more than one Person and/or Creditor as part of a group or class claim;

- q) "Excluded Person" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- r) "Initial Order" means the order of this Court made on August 8, 2013 under the CCAA;
- s) "Known Creditor" means a Creditor listed in Schedule "A";
- t) "Monitor" means Richter Advisory Group Inc., in its capacity as monitor pursuant to the Initial Order;
- u) "Newspaper Notice" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph (3), which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule "B" hereto;
- v) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- w) "Plan" means a plan filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- x) "Proof of Claim" means the form of Proof of Claim for Creditors together with its schedules referred to in paragraph 21 hereof, being substantially in the form of Schedule "C" hereto;

- y) "Protocol" means the Cross-Border Insolvency Protocol adopted by this Court on September 4, 2013;
- z) "Publication Date" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- aa) "Restructuring Claim" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;
- bb) "Unaffected Claim" shall have the meaning ascribed to such term in the Plan;
- cc) "Wrongful Death Victims" means the estate of the persons deceased as a result of the Derailment, their successor, spouse or common law partner, child, grandchild, parent, grandparent and sibling;

NOTIFICATION PROCEDURE

- [3] ORDERS that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers once within twenty (20) days from the date of this Order and a second time within ten (10) days of the first publication;
- [4] ORDERS that the Monitor shall publish on its website at [www.richter.ca](http://www.richter.ca), within ten (10) days of this Order, a copy of the Known Creditors' List and of the Creditors' Instructions shall allow the download of a Proof of claim;
- [5] ORDERS that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions and of a Proof of claim to each Known Creditor within twenty (20) days of this Order;

CLAIMS PROCEDURE

[6] ORDERS that, unless otherwise authorized by this Court, a Creditor who does not file an individual Proof of Claim before the Claims Bar Date shall not be entitled to i) any further notice, ii) participate as a Creditor in these proceedings, iii) vote on any matter in these Proceedings, including the Plan, iv) advance a Claim against the Petitioner, and v) receive a distribution under the Plan. For greater certainty and without limiting the foregoing, the filing of a Proof of Claim on behalf of a class or group of creditors is forbidden and the filing of any such class or group proof of claim shall be deemed invalid in the present case for all legal intents and purposes. Notwithstanding the foregoing Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent are hereby authorized to file one protective Proof of Claim before the Claims Bar Date on behalf of the Wrongful Death Victims. The said protective Proof of Claim shall be deemed null and void without further order of this Court with respect to any Wrongful Death Victim who will have filed a Proof of Claim on an individual basis before the Claims Bar Date;

[7] ORDERS that a Proof of Claim will be validly filed if and only if it is sent to the Monitor by mail, registered mail, courier, facsimile transmission or e-mail at the following address:

Monitor: Richter Advisory Group Inc.

Attention: Claims department

Address: 1981 McGill College, 12th Floor, Montreal, Québec, H3A 0G6

Fax: 1-800-246-1125

E-mail: [mmaclaims@richter.ca](mailto:mmaclaims@richter.ca)

[8] ORDERS that the Monitor shall be deemed to have received any Proof of Claim sent pursuant to this Order on the date appearing on the postmark if it is sent by mail or on the day it is received if it is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by mail during a postal strike or work stoppage of general application;

#### DETERMINATION OF CLAIMS AND CREDITORS' MEETING

[9] ORDERS that the applicable procedures for reviewing and adjudicating Claims and for calling, holding and conducting the Creditors' Meeting shall be established by further Order of the Court. Notice of such procedures shall be provided to the service list in these proceedings and to the Creditors who have timely filed a Proof of Claim in accordance with the terms hereof;

NOTICE OF TRANSFERS

- [10] ORDERS that, if a Creditor who has a Claim transfers or assigns all of its Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors in lieu of the transferor or assignor;
- [11] ORDERS that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioner shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

AID AND ASSISTANCE OF OTHER COURTS

- [12] REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order, the whole in keeping with the Protocol;

GENERAL PROVISIONS

- [13] ORDERS that the form and content of the Creditors' Instructions, the Newspaper Notice and the Proof of Claim are approved;
- [14] ORDERS that upon request by a Creditor any Proof of Claim filed in the present matter with respect to a Derailment Claim shall be deemed to have also been filed in the Chapter 11 Case;
- [15] ORDERS that all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date or such other date or by such other method as may be provided for in the Plan;
- [16] ORDERS that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
- [17] ORDERS that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;
- [18] ORDERS that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
- [19] ORDERS the provisional execution of this Order notwithstanding appeal;
- [20] THE WHOLE without costs.

**GAÉTAN DUMAS**

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THE HONOURABLE GAETAN DUMAS, J.S.C.

APPENDIX "A"

CREDITOR MAILING LIST

## APPENDIX "B"

### NEWSPAPER NOTICE

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
MONTREAL, MAINE & ATLANTIC CANADA CO.

NOTICE TO CREDITORS OF THE DEADLINE  
TO FILE PROOFS OF CLAIM AND OF THE APPOINTMENT OF CLASS MEMBERS  
REPRESENTATIVES

Pursuant to the Claims Procedure Order issued by the Quebec Superior Court on ●, (the "Order") concerning claims against Montreal, Maine & Atlantic Canada Co. ("MMA Canada"), notice is hereby given to the creditors of MMA Canada that any Proof of Claim must be received by the Monitor, Richter Advisory Group Inc., no later than June 13, 2014, at 5:00 p.m., Montréal time (the "Claims Bar Date") at 1981 McGill College, 12<sup>th</sup> floor, Montréal, Québec, H3A 0G6.

The Order is binding on all Creditors with a Claim.

Derailment Claims will be deemed to have been filed concurrently in both the Canadian (with respect to MMA Canada) and the United States (with respect to Montreal, Maine & Atlantic Railway Ltd. ("MMA US")) insolvency proceedings if the Creditor indicates in his Proof of Claim that his claim is directed against both MMA Canada and MMA US. All claims other than Derailment Claims must be filed in the Canadian proceedings and in the United States proceedings if the creditor also wants to claim against MMA US.

Any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Order, which is available on the following website:

<http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**We reiterate that by virtue of the Order, the Claims Bar Date is June 13, 2014, at 5:00 p.m., Montreal time.** Creditors who have not filed a proof of claim with the supporting documents by Claims Bar Date in compliance with the Order will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall NOT be entitled to participate as a creditor in the proceedings, (ii) shall NOT be entitled to vote on any matter relating to these proceedings, including the Plan of compromise or arrangement of MMA Canada (the "Plan"), (iii) shall not be entitled to assert their Claim against MMA Canada or MMA US (if a Creditor wishes to rely on the deemed filing of its Proof of Claim against MMA US) et (iv) and shall NOT be entitled to receive any distribution whatsoever under the Plan or otherwise in these proceedings.

Creditors must file their Proofs of Claim with the Monitor by mail, messenger, facsimile, or e-mail, so that such Proofs of Claim are received by the Monitor by **no later than the Claims Bar Date at the following address:**

Richter Advisory Group Inc.  
1981 McGill College, 12<sup>th</sup> floor  
Montréal, Québec H3A 0G6

Attention: Claims Department  
Facsimile: 1-800-246-1125  
E-mail: [mmaclaims@richter.ca](mailto:mmaclaims@richter.ca)

Any claim sent by fax, by messenger or by e-mail will be deemed to have been received by the Monitor upon its receipt. Any claim sent by mail will be deemed having been received by the Monitor on the post-mark date.

In addition, on ●, the Quebec Superior Court also issued a Representation Order appointing Yannick Gagné, Guy Ouellet, Serge Jacques and Louis-Serge Parent and their counsel (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP and Paliare Roland Rosenberg Rothstein LLP) as representatives ("Representatives") of the Class Members (as defined in the Representation Order) in the Canadian insolvency proceedings, to perform all acts necessary or desirable to carry out the terms of the Representation Order including (i) negotiating and approving, on behalf of Class Members, and binding the Class Members to, any settlements, including the terms of any future court order or Plan, (ii) dealing, on behalf of the Class Members, with stakeholders in these proceedings, the Monitor, any Court, regulatory body and other government ministry, department or agency, and (iii) assisting Class Members or their representatives with the completion of their individual Proof of Claim pursuant to the Claims Procedure Order

**Creditors who do not wish to be represented by the Representatives in the Canadian insolvency proceedings must opt-out of the Class. Creditors who wish to opt-out can do so by filing the opt-out notice included in the claims package and which can be found at the following location:**

<http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**The opt-out notice must be filed with the Monitor by no later than May 30, 2014.**

All creditors, whether Class Members or not, are required to complete and file individual proofs of claim with the Monitor by no later than the Claims Bar Date.

Representatives of Richter will conduct information sessions in Lac-Mégantic on the following dates and locations:

- ●, 2014 at ●: ●

to answer questions creditors may have about the Proof of claim forms or the filing of their claims.

In addition, Richter representatives will be in Lac-Mégantic commencing ● to meet with creditors and assist them in the completion of their Proof of claim forms and answer any further questions they may have.

Proof of claims forms will be available starting ●, at the ● and on the Monitor's website.

**Richter Advisory Group Inc.  
Court-Appointed Monitor**

## AVIS DANS LES JOURNAUX

### DANS L'AFFAIRE DU PLAN DE TRANSACTION OU D'ARRANGEMENT DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE

#### AVIS AUX CRÉANCIERS DE LA DATE LIMITE POUR DÉPOSER LES PREUVES DE RÉCLAMATION ET DE LA NOMINATION DE REPRÉSENTANTS DU GROUPE DE CRÉANCIERS

En vertu de l'Ordonnance rendue par la Cour supérieure du Québec le ● 2014 (« Ordonnance »), ayant traité aux réclamations contre Montréal, Maine & Atlantique Canada Cie « MMA Canada », avis est par les présentes donné aux créanciers de MMA Canada que toute Preuve de réclamation doit être reçue par le Contrôleur, Richter Groupe Conseil Inc., au plus tard le 13 juin 2014 à 17 h 00, heure de Montréal (« Date limite de dépôt des réclamations »), au 1981, avenue McGill College, 12<sup>e</sup> étage, Montréal (Québec) H3A 0G6.

L'Ordonnance lie tous les Créanciers ayant une Réclamation.

Les Réclamations relatives au Déraillement seront réputées avoir été déposées simultanément dans le cadre des procédures d'insolvabilité au Canada (en ce qui concerne MMA Canada) et celles aux États-Unis (en ce qui concerne Chemin de Fer Montréal, Maine & Atlantique (« MMA É.-U. »)) si le créancier indique dans sa Preuve de réclamation que sa réclamation est dirigée contre ces deux compagnies. Toute Réclamation autre que les réclamations relatives au Déraillement doivent être déposées dans le cadre des procédures au Canada, et aux États-Unis si le créancier veut aussi réclamer contre MMA É.-U.

Toutes les expressions commençant par une majuscule et non définies aux présentes ont la signification qui leur est attribuée dans l'Ordonnance, dont la version française est disponible sur le site internet suivant:

<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**Nous réitérons qu'en vertu de l'Ordonnance, la Date limite pour déposer des réclamations est fixée au 13 juin 2014, à 17 h 00, heure de Montréal.** Les créanciers qui n'auront pas déposé une preuve de réclamation accompagnée des documents justificatifs à la Date limite de dépôt des réclamations ne seront pas en droit de recevoir quelque autre avis que ce soit et, à moins qu'une autre ordonnance ne soit émise par la Cour, i) NE seront PAS en droit de participer aux procédures en tant que créanciers, ii) NE seront PAS en droit de voter sur toute question relative au processus en vertu de la LACC, y compris le plan de transaction et d'arrangement qui pourra être déposé par MMA Canada (le « Plan »), iii) NE seront PAS en droit de faire valoir toute réclamation contre MMA Canada et MMA É.-U. (si un créancier veut se prévaloir du dépôt simultané) et iv) NE seront PAS en droit de recevoir quelque distribution que ce soit aux termes du Plan ou autrement aux termes des procédures de MMA Canada en vertu de la LACC.

Les Créanciers doivent déposer leurs Preuves de réclamation auprès du Contrôleur, par la poste, par messagerie, par télécopieur ou par courriel, de façon à ce que le Contrôleur reçoive les Preuves de réclamation au plus tard à la Date limite de dépôt des réclamations à l'adresse suivante :

**Richter Groupe Conseil Inc.  
1981, avenue McGill College, 12<sup>e</sup> étage  
Montréal (Québec) H3A 0G6**

À l'attention de : Service des réclamations  
 Télécopieur : 1-800-246-1125  
 Courriel : mmareclamations@richter.ca

Toute réclamation transmise par télécopieur, par messagerie ou par courriel sera réputée avoir été reçue par le Contrôleur dès sa réception. Toute réclamation transmise par la poste sera réputée avoir été reçue par le Contrôleur à la date de sa mise à la poste.

De plus, le 2014, la Cour supérieure du Québec a rendu une Ordonnance de représentation nommant MM. Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent et leur conseiller juridique (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP et Paliare Roland Rosenberg Rothstein LLP) à titre de représentants (« Représentants ») des Membres du Groupe (selon la définition donnée à ces termes dans l'Ordonnance de représentation) dans le cadre des procédures de MMA Canada en vertu de la LACC, afin de prendre toutes les mesures nécessaires ou souhaitables pour réaliser les modalités de l'Ordonnance de représentation, notamment i) négocier et approuver, au nom des Membres du groupe de créanciers, tous règlements, y compris les modalités de toute ordonnance de la cour ou Plan à venir, et lier les Membres du groupe de créanciers, ii) négocier, au nom des Membres du groupe de créanciers, avec toutes les parties intéressées dans le cadre de ces procédures, le Contrôleur, toute Cour, tout organisme de réglementation ou tout autre ministère ou organisme gouvernemental et iii) aider les Membres du groupe de créanciers ou leurs représentants à remplir leur formulaire individuel de Preuve de réclamation aux termes de l'Ordonnance relative à la procédure de réclamation.

Les créanciers qui ne souhaitent pas être représentés par les Représentants nommés ci-haut dans le cadre des procédures de MMA Canada en vertu de la LACC doivent se retirer de l'Ordonnance de représentation, compléter l'Avis de retrait de représentation inclus dans les Documents et dont copie peut aussi être obtenue à l'adresse suivante :

<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

L'Avis de refus de représentation doit être déposé auprès du Contrôleur au plus tard le 30 mai 2014.

Tous les créanciers, qu'ils soient Membres du Groupe ou non, sont tenus de remplir des formulaires individuels de Preuve de réclamation et de les déposer auprès du Contrôleur au plus tard à la Date limite de dépôt des réclamations.

Des représentants de Richter tiendront des séances d'information à Lac-Mégantic aux dates et aux endroits suivants :

- le 2014 à :
- le 2014 à :
- le 2014 à :
- le 2014 à :

et répondront aux questions au sujet du formulaire de Preuve de réclamation et du dépôt des réclamations.

De plus, des représentants de Richter seront à Lac-Mégantic à compter du 2014 afin de rencontrer les créanciers, de les aider à remplir les formulaires de Preuve de réclamation et de répondre à toutes autres questions que ceux-ci pourraient avoir.

Les formulaires de Preuve de réclamation seront disponibles dès le • à/au • et sur le site Web du Contrôleur.

**Richter Groupe Conseil Inc.**  
**Contrôleur désigné par la Cour**

APPENDIX "C"

PROOF OF CLAIM



CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF ST-FRANÇOIS

Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
C. C-36, as amended)

N°: 450-11-000167-134

Sherbrooke, April 4, 2014

PRESENT: The Honourable Justice Gaétan  
Dumas, J.S.C.

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IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO.**  
**(MONTREAL, MAINE & ATLANTIQUE CANADA**  
**CIE)**

Debtor-Petitioner

and

**RICHTER ADVISORY GROUP INC. (RICHTER**  
**GROUPE CONSEIL INC.)**

Monitor

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**CLAIMS PROCEDURE ORDER**

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VU le jugement rendu le 31 mars 2014 sur la requête approuvant le processus de réclamation et approuvant l'établissement d'une date butoir au 13 juin 2014;

**WHEREFORE, THE COURT:**

SERVICE

- [1] ORDERS that the Petition is properly presentable on March 28, 2014 and that the time for service of the Petition herein be and is hereby abridged;

DEFINITIONS

- [2] ORDERS that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

- a) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
- b) "Business Day" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the Code of Civil Procedure, R.S.Q., c. C-25, as amended);
- c) "CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
- d) "CCAA Proceedings" means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
- e) "Claim" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind of the Petitioner owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioner become bankrupt on the Determination Date, and, without limitation, shall include (i) any Unaffected Claim, or (ii) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
- f) "Claims Bar Date" means 5:00 p.m. (Montréal time) on June 13, 2014;
- g) "Court" means the Québec Superior Court (Commercial Division);
- h) "Creditor" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- i) "Creditors' Instructions" means the instructions for Creditors explaining how to file a Proof of claim;
- j) "Creditors' List" means a list of all Known Creditors;
- k) "Chapter 11 Case" means the Chapter 11 bankruptcy proceedings underway in the United States Bankruptcy Court, District of Maine, in respect of Montreal Maine & Atlantic Railway, Ltd.;
- l) "Derailment" means the train derailment that occurred on July 6, 2013 in the municipality of Lac-Mégantic, Québec;
- m) "Derailment Claim" means a claim for damages resulting from the Derailment;

- n) "Designated Newspapers" means La Presse, The Montreal Gazette, the Sherbrooke Record, La Tribune and L'Echo de Frontenac;
- o) "Determination Date" means August 8, 2013;
- p) "Excluded Claim" means any right of any Person against the Petitioner in connection with (i) any indebtedness, liability or obligation of any kind which came into existence on or after the Determination Date and any interest thereon, including any obligation of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and (ii) any Claim filed jointly with or between more than one Person and/or Creditor as part of a group or class claim;
- q) "Excluded Person" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- r) "Initial Order" means the order of this Court made on August 8, 2013 under the CCAA;
- s) "Known Creditor" means a Creditor listed in Schedule "A";
- t) "Monitor" means Richter Advisory Group Inc., in its capacity as monitor pursuant to the Initial Order;
- u) "Newspaper Notice" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [3], which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule "B" hereto;
- v) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- w) "Plan" means a plan filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- x) "Proof of Claim" means the form of Proof of Claim for Creditors together with its schedules referred to in paragraph 21 hereof, being substantially in the form of Schedule "C" hereto;
- y) "Protocol" means the Cross-Border Insolvency Protocol adopted by this Court on September 4, 2013;
- z) "Publication Date" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;

aa) "Restructuring Claim" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;

bb) "Unaffected Claim" shall have the meaning ascribed to such term in the Plan;

cc) "Wrongful Death Victims" means the estate of the persons deceased as a result of the Derailment, their successor, spouse or common law partner, child, grandchild, parent, grandparent and sibling;

#### NOTIFICATION PROCEDURE

- [3] ORDERS that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers once within twenty (20) days from the date of this Order and a second time within ten (10) days of the first publication;
- [4] ORDERS that the Monitor shall publish on its website at [www.richter.ca](http://www.richter.ca), within ten (10) days of this Order, a copy of the Known Creditors' List and of the Creditors' Instructions shall allow the download of a Proof of claim;
- [5] ORDERS that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions and of a Proof of claim to each Known Creditor within twenty (20) days of this Order;

#### CLAIMS PROCEDURE

- [6] ORDERS that, unless otherwise authorized by this Court, a Creditor who does not file an individual Proof of Claim before the Claims Bar Date shall not be entitled to i) any further notice, ii) participate as a Creditor in these proceedings, iii) vote on any matter in these Proceedings, including the Plan, iv) advance a Claim against the Petitioner, and v) receive a distribution under the Plan. For greater certainty and without limiting the foregoing, the filing of a Proof of Claim on behalf of a class or group of creditors is forbidden and the filing of any such class or group proof of claim shall be deemed invalid in the present case for all legal intents and purposes. Notwithstanding the foregoing Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent are hereby authorized to file one protective Proof of Claim before the Claims Bar Date on behalf of the Wrongful Death Victims. The said protective Proof of Claim shall be deemed null and void without further order of this Court with respect to any Wrongful Death Victim who will have filed a Proof of Claim on an individual basis before the Claims Bar Date;
- [7] ORDERS that a Proof of Claim will be validly filed if and only if it is sent to the Monitor by mail, registered mail, courier, facsimile transmission or e-mail at the following address:

Monitor: Richter Advisory Group Inc.  
Attention: Claims department

Address: 1981 McGill College, 12th Floor, Montreal, Québec, H3A 0G6  
Fax: 1-800-246-1125  
E-mail: mmaclaims@richter.ca

- 8] ORDERS that the Monitor shall be deemed to have received any Proof of Claim sent pursuant to this Order on the date appearing on the postmark if it is sent by mail or on the day it is received if it is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by mail during a postal strike or work stoppage of general application;

#### DETERMINATION OF CLAIMS AND CREDITORS' MEETING

- 9] ORDERS that the applicable procedures for reviewing and adjudicating Claims and for calling, holding and conducting the Creditors' Meeting shall be established by further Order of the Court. Notice of such procedures shall be provided to the service list in these proceedings and to the Creditors who have timely filed a Proof of Claim in accordance with the terms hereof;

#### NOTICE OF TRANSFERS

- 10] ORDERS that, if a Creditor who has a Claim transfers or assigns all of its Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors in lieu of the transferor or assignor;
- 11] ORDERS that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioner shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

#### AID AND ASSISTANCE OF OTHER COURTS

- 12] REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order, the whole in keeping with the Protocol;

GENERAL PROVISIONS

- [13] ORDERS that the form and content of the Creditors' Instructions, the Newspaper Notice and the Proof of Claim are approved;
- [14] ORDERS that upon request by a Creditor any Proof of Claim filed in the present matter with respect to a Derailment Claim shall be deemed to have also been filed in the Chapter 11 Case;
- [15] ORDERS that all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date or such other date or by such other method as may be provided for in the Plan;
- [16] ORDERS that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
- [17] ORDERS that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;
- [18] ORDERS that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
- [19] ORDERS the provisional execution of this Order notwithstanding appeal;
- [20] THE WHOLE without costs.

(s) Gaétan Dumas, j.c.s.

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THE HONOURABLE GAETAN DUMAS, J.S.C.

APPENDIX "A"

CREDITOR MAILING LIST

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### Creditor Mailing List

In the matter of the Plan of Compromise or Arrangement of  
 Montreal, Maine & Atlantic Canada Co  
 Of the City of Montréal  
 In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Director	Robert C. Grindrod		15 Iron Road Hennon Ma 04401	
Secured	FEDERAL RAILROAD ADMINISTRATION		1200 NEW JERSEY AVENUE S.E. WASHINGTON DC 20590	24,578,846.00
Unsecured	ABERCORN, VILLAGE		10 CHEMIN DES EGLISES OUEST ABERCORN QC J0B 1B0	969.24
	ACCUWORK INC.		40 ADVANCE BLVD. BRAMPTON ON L6T 4J4 Fax: (416) 410-7405	
	ARMAND DUHAMEL & FILS INC.		778 RG. DE L'EGLISE STIGNACE STANBRIDGE QC J0J 1Y0	112.22
	ASPLUNDH CANADA ULC		3366, RUE JACOB-JORDAN TERREBONNE QC J6X 4J6	86,834.66
	AUBERGE H.J.P. INC.		3550 BOUL. STEARNS LAC-MEGANTIC QC G6B 2G9	26,831.73
	B2B2C		255-1575 HENRI BOURASSA O. MONTREAL QC H3M 3A9	224.85
	BELL CANADA		C.P. 8712 SUCC CENTRE-VILLE MONTREAL QC H3C 3P6	3,288.63
	BELL CANADA		C.P. 8713 SUCC CENTRE-VILLE MONTREAL QC H3C 4L6	254.12
	BELL MOBILITE PAGING		P O BOX 11097 STATION CENTRE-VILLE MONTREAL QC H3C 5E9	184.12
	BELL MOBILITY		ATT; INSOLVENCY GROUP P.O. BOX 11095 STN CENTRE-VILLE MONTREAL QC H3C 5E7 Fax: (800) 865-3055	2,280.62
	BLACK BOX CANADA CORP		P.O. BOX 56306 STATION A. TORONTO ON M5W 4L1	680.74
	BLACK'S TRANSFER LTD.		P.O. BOX 1375 SAINT JOHN NB E2L 4H8	982.12
	BOB POULIOT INC.		150, RUE WELLINGTON SUD SHERBROOKE QC J1H 5C7	275.32
	BRUNSWICK TERMINAL INC.		1500-360 ST. JACQUES MONTREAL QC H2Y 1P5	1,341.92
	C. DAIGLE & FILS INC.		4299 RUE LAVAL LAC-MEGANTIC QC G6B 1B7	1,375.38
	C. S. DE REGION-DE-SHERBROOKE		C.P. 1780 SUCC PLACE DE LA CITE SHERBROOKE QC J1H 5N8	6,135.36
	C.S. DES SOMMETS		449 PERCY MAGOG QC J1X 1B5	1,028.89
	CANADIAN NATIONAL *		P.O. BOX 71206 CHICAGO IL 60694-1206 USA	500.14
	CANADIAN NATIONAL RAILWAYS		MARTIN CYR, CPA, CGA 935 DE LA GAUCHETIERE WEST, 4TH FLOOR MONTREAL QC H3B 2M9	35,988.37

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Creditor Type	Name	Attention	Address	Claim \$
Unsecured	CANADIAN PACIFIC RAILWAY		P.O. BOX 6042 STATION CENTRE-VILLE MONTREAL QC H3C 3E4	334.88
	CANADIAN PACIFIC RAILWAY		P.O. BOX 2078 STATION B MONTREAL QC H3B 4H4	10,724.62
	CANADIAN PACIFIC RAILWAY CO		LOCK BOX M101979 PO BOX 2078 STATION B MONTREAL QC H3B 4H4	915,424.93
	CANTON DE BEDFORD		237 ROUTE 202 EST BEDFORD QC J0J 1A0	193.63
	CANTON DE HAMPDEN		C.P. 1055 863 ROUTE 257 NORD LA PATRIE QC J0B 1Y0	253.58
	CANTON DE LINGWICK		72 ROUTE 108 LINGWICK QC J0B 2Z0	295.46
	CANTON DE WESTBURY		168D ROUTE 112 WESTBURY QC J0B 1R0	231.16
	COLE INTERNATIONAL INC.		670 AVENUE ORLY STE 201 DORVAL QC H9P 1E9	4,312.70
	COMMUNICATION PLUS		A/S Michel Fournier 4420 RUE OUIMET SHERBROOKE QC J1L 2G9	494.42
	COOP. REGIONALE D'ELECTRICITE		3113 RUE PRINCIPALE ST-JEAN BAPTISTE DE ROUVILLE QC J0L 2B0	127.76
	DAVANAC INC		1936 ST-REGIS BLVD. DORVAL QC H9P 1H6	1,076.29
	DEBROUSSAILLEURS GSL INC		5646 CHEMIN SAINT-REMI ST-ADIEU-DE-HAM QC J0A 1C0	77,085.00
	DELL CANADA		BOITE POSTALE 8440 STATION A TORONTO ON M5W 3P1	528.87
	DELL CANADA		501-155 GORDON BAKER RD NORTH YORK ON M2H 3N5	1,533.77
	DISTRIBUTION D'EAU R.C. INC.		2755 ROUTE 235 STE-SABINE QC J0J 2B0	586.50
	DJL, INC.		REGION HAUTE-YAMASKA 2 RUE DES CARRIERES BROMONT QC J2L 1S3	288.51
	ELECTRO-MAG		3920 BOULEVARD INDUSTRIELLE SHERBROOKE QC J1L 2T8	142.22
	ENTREPRISES ELECTRIQUES		DENTS & ROY INC. 1015 PRINCIPALE EST FARNHAM QC J2N 1M9	248.43
	ENTREPRISES ELECTRIQUES		LANCOT INC. 632 PRINCIPALE EST FARNHAM QC J2N 1M1	6,726.04
	EQUIPEMENTS LABRECQUE INC.		1542 ROUTE 241 SHEFFORD QC J2M 1L2	13.80
	ERICO		P.O. BOX 4622 POSTAL STATION "A" TORONTO ON M5W 5A9	3,279.09
	EXCAVATION R. LABRECQUE		7152 CH. BLANCHETTE SHERBROOKE QC J1N 0C7	576.39

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Unsecured	EXCAVATION ROGER LUSSIER		224 CHEMIN DES FOUGERES SUTTON QC J0E 2K0	858.86
	FEDERAL RAILROAD ADMINISTRATION		1200 NEW JERSEY AVENUE S.E. WASHINGTON DC 20590	2,984,324.41
	GOSSELIN BICYCLES (1987) INC.		3636 RUE CHOQUETTE LAC-MEGANTIC QC G6B 1W7	1,828.10
	GOURDEAU, MICHEL		403-859 DE LA COMMUNE E. MONTREAL QC H2L 0B9	
	GOWLING LAFLEUR HENDERSON LLP		BOX 466 STATION 'D' OTTAWA ON K1P 1C3	266,216.60
	GRAYMONT (QC) INC. C/O M05724C		C.P. 40010 SUCC. CENTRE-VILLE MONTREAL QC H3C 0K1	718.87
	GROUPE DE SECURITE GARDA SENC		705 RUE BOURGET MONTREAL QC H4C 2M6	34,973.88
	GROUPE SIGNALISATION ESTRJE		520 RUE PEPIN SHERBROOKE QC J1L 2Y8	35.53
	HUDON DESBIENS ST-GERMAIN		ENVIRONNEMENT INC. 100-640 WEST SAINT-PAUL MONTREAL QC H3C 1L9	5,435.45
	HYDRO QUEBEC		CP 11022 SUCC CENTRE-VILLE MONTREAL QC H3C 4V6	633.89
	INTERNATIONAL SECRETARY/		TC LOCAL 1976 USWA 202-2360 AVE DE LASALLE MONTREAL QC H1V 2L1	2,019.10
	JAYCHRIS INDUS-RAIL SUPPLY INC		PO BOX 70 10 PLACE DU COMMERCE BROSSARD QC J4W 4T0	1,805.11
	JOSEE POUTRE		826 DES LIEVRES FARNHAM QC J2N 3C6	175.00
	L'UNION CANADIENNE COMPAGNIE D'ASSURANCE	CLAUDE BERGERON	PLACE IBERBILLE QUATRE 650-2954 BOUL. LAURIER QUEBEC QC G1V 4T2 Fax: (418) 651-7850 claud.bergeron@scm.ca	
	LAFONTAINE & FILS INC.		2900 LAVAL LAC-MEGANTIC QC G6B 1A3	6,479.85
	LAREAU & FILS INC.		210 RANG AUDETTE STE-SABINE QC J0J 2B0	45,065.97
	LINDE CANADA		P.O. BOX 11451 MONTREAL QC H3C 5K3	378.31
	MADAME ESTHER NOLET		308 RUE ST-LAMBERT SHERBROOKE QC J1C 0N9	74.73
	MAGASIN BELL PLACE BELVEDERE		340 BELVEDERE LOCAL 022A SHERBROOKE QC J1H 4B5	97.73
	MCCAN EQUIPMENT LTD		10255 COTE DE LIESSE DORVAL QC H9P 1A3	3,670.00
	MD-UN INC.		510 CHARBONNEAU ST-AMABLE QC J0L 1N0	133,708.34
	MEDISYS		1100-500 RUE SHERBROOKE OUEST MONTREAL QC H3A 3C6	432.98

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Unsecured	MINISTER OF REVENUE OF QUEBEC		C. P. 25500 SUCCURSALE TERMIN QUEBEC QC G1A 0A9	13,168.28
	MIREILLE VALLIERES		195 10E RANG SAINT-SABASTIEN QC G0Y 1M0	75.00
	MONTREAL MAINE ATLANTIC RAILWAY LTD.		15 IRON ROAD Hermon ME 04401	43,424,450.00
	MUN DE SAINT-ETIENNE-DE-BOLTON		9 RANG DE LA MONTAGNE ST-ETIENNE-DE-BOLTON QC J0E 2E0	554.40
	MUN DE SAINT-PAUL-D'ABBOTSFORD		926 RUE PRINCIPALE EST ST-PAUL-D'ABBOTSFORD QC J0E 1A0	1,168.33
	MUN. DE MONT-SAINT-GREGOIRE		225 RUE SAINT-JOSEPH MONT-SAINT-GREGOIRE QC J0J 1K0	2,743.91
	MUN. DE SAINTE-BRIGIDE		480 HOTEL DE VILLE STE BRIGIDE QC J0J 1X0	2,300.47
	MUN. NOTRE-DAME DE STANBRIDGE		CP 209 900 RUE PRINCIPALE NOTREDAME-STANBRIDGE QC J0J 1M0	331.09
	MUNI. DU CANTON DE POTTON		2 RUE VALE PERKINS MANSONVILLE QC J0E 1X0	1,395.50
	MUNICIPALITE D' AUSTIN		21 CHEMIN MILLINGTON AUSTIN QC J0B 1B0	1,648.08
	MUNICIPALITE D' EASTMAN		160 GEORGE-BONNALLIE, C.P. 150 EASTMAN QC J0E 1P0	3,398.18
	MUNICIPALITE D'ANGE-GARDIEN		249 RUE SAINT-JOSEPH ANGE-GARDIEN QC J0E 1E0	1,154.38
	MUNICIPALITE DE BOLTON-OUEST		9 TOWN HALL BOLTON-OUEST QC J0E 2T0	376.44
	MUNICIPALITE DE BRIGHAM		118 RUE DES CEDRES BRIGHAM QC J2K 4K4	2,962.96
	MUNICIPALITE DE BURY		563 MAIN BURY QC J0B 1J0	1,610.62
	MUNICIPALITE DE EAST FARNHAM		228 RUE PRINCIPALE EAST FARNHAM QC J2K 4T5	198.57
	MUNICIPALITE DE FRONTENAC		2430 RUE ST-JEAN FRONTENAC QC G6B 2S1	1,076.07
	MUNICIPALITE DE MILAN		403 RANG SAINTE-MARIE MILAN QC G0Y 1E0	1,111.94
	MUNICIPALITE DE NANTES		1244 RUE PRINCIPALE, C.P. 60 NANTES QC G0Y 1G0	1,714.49
	MUNICIPALITE DE SAINTE-SABINE		185 RUE PRINCIPALE STE-SABINE QC J0J 2B0	641.16
	MUNICIPALITE DE STUKELY		101 PL. DE LA MAIRIE STUKELY-SUD QC J0E 2J0	2,523.69
	NEW BRUNSWICK SOUTHERN		RAILWAY COMPANY LIMITED P.O. BOX 5777 SAINT JOHN NB E2L 4M3	2,351,245.75
	OMER DION		25 CHEMIN DU GOLF FARNHAM QC J2N 2P9	1,025.57
	OXY-CENTRE INC.		1723 ROUTE 122 NOTREDAME BONCONSEIL QC J0C 1A0	247.58

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Unsecured	OXYMAX		115 RUEISSEAU ST-LOUIS OUEST MARIEVILLE QC J3M 1P7	5,438.44
	PAPETERIE COUPAL INC.		160 RUE PRINCIPALE EST FARNHAM QC J2N 1L4	788.98
	PERFORMANCE PACKAGING		301 BOUL. GRAND NORD COWANSVILLE QC J2K 1A8	363.38
	PERKAN INC.		2350 SAINT-PATRICK MONTREAL QC H3K 1B6	30,254.46
	PETRO SUD-OUEST INC		M. LUC LABELLE 619 LAURENT GRANBY QC J2G 8Y3	72,645.93
	PETROLES R. TURMEL INC.		4575 RUE LATULIPPE LAC-MEGANTIC QC G6B 3H1	68,864.77
	PETROLES SHERBROOKE		125 RUE QUATRE-PINS SHERBROOKE QC J1J 2L5	4,900.74
	FLOMBERIE FARNHAM		1401 RUE ST-PAUL FARNHAM QC J2N 2L2	96.59
	PRAXAIR		PO BOX 400 STATION D SCARBOROUGH ON M1R 5M1	496.58
	QUATREX ENVIRONNEMENT INC		2105, MONTEREY LAVAL QC H7L 3T6	2,873.67
	RAILWAY ASSOCIATION OF CANADA		901-99 BANK STREET OTTAWA ON K1P 6B9	2,010.00
	RECUPERATION 2000 INC.		133 RUE DRYDEN COWANSVILLE QC J2K 3G6	742.46
	ROYNAT INC.		METROTOWER 1500-4710 KINGSWAY BURNABY BC V5H 4M2	925.04
	ROYNAT INC.	DENIS FAZIOLI	970-100 BOUL. ALEXIS NIHON, SAINT LAURENT QC H4M 2P5 Fax: (514) 744-9406 denis.fazioli@roynat.com	271.08
	SANI ESTRIE		530 RUE EDOUARD GRANBY QC J2G 3Z6	3,721.74
	SANTAIRE LAC-MEGANTIC		8191, ROUTE 204 FRONTENAC QC G6B 2S1	12,274.05
	SECURITE GRANBY INC.		1008 RUE MARCOUX GRANBY QC J2J 1E3	187.00
	SECURO-VISION		2285 DE LA METROPOLE LONGUEUIL QC J4G 1E5	7,530.86
	SENEY ELECTRIQUE INC.		1771 PRINCIPALE EST FARNHAM QC J2N 1N5	9,423.35
	SESSENWEIN INC.		2205 BOUL. HYMUS BLVD. DORVAL QC H9P 1J8	35.53
	SIGNALISATION DE L'ESTRIE INC.		520 RUE PEPIN SHERBROOKE QC J1L 2Y8	136.41
	SOGETEL INC.		111 RUE DE 12-NOVEMBRE NICOLET QC J3T 1S3	50,422.58
	ST. LAWRENCE & ATLANTIC RR		M2118 C.P.11500 SUCC. CENTRE-VILLE MONTREAL QC H3C 5N7	

*Creditor Mailing List*

In the matter of the Plan of Compromise or Arrangement of  
 Montreal, Maine & Atlantic Canada Co  
 Of the City of Montréal  
 In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	STANBRIDGE STATION		229 PRINCIPALE STANBRIDGE-STATION QC J0J 2J0	306.67
	SYSTEMES TELEPHONIQUES		251 ROBINSON SUD GRANBY QC J2G 7M5	124.17
	TAXI BEDFORD		45 RUE CYR BEDFORD QC J0J 1A0	5,058.90
	TAXIS MEGANTIC ENR		5321 FRONTENAC LAC-MEGANTIC QC G6B 1H4	10,415.65
	TRANSPORTACTION LEASE SYSTEMS		51 CONSTELLATION COURT TORONTO ON M9W 1K4	72,141.73
	TURMEL Y. AUTO ELECTRIC		4094 RUE LAVAL LAC-MEGANTIC QC G6B 1B2	98.88
	VEILLEUX, ANDRE		3129 RUE DE LA BAIE-DES-SABLES LAC MEGANTIC QC G6B 1R5	
	VIDEOTRON LTEE		CP 11078 SUCC CENTRE-VILLE MONTREAL QC H3C 5B7	163.21
	VILLE DE BEDFORD		1 PRINCIPALE BEDFORD QC J0J 1A0	4,396.89
	VILLE DE BROMONT		88 BOUL DE BROMONT BROMONT QC J2L 1A1	13,314.73
	VILLE DE COOKSHIRE - EATON		220 RUE PRINCIPALE EST COOKSHIRE QC J0B 1M0	3,712.57
	VILLE DE COWANSVILLE		220 PLACE MUNICIPALE COWANSVILLE QC J2K 1T4	14,683.92
	VILLE DE DUNHAM		3777 PRINCIPALE, CP 70 DUNHAM QC J0E 1M0	212.38
	VILLE DE FARNHAM		477 RUE DE L'HOTEL-DE-VILLE FARNHAM QC J2N 2H3	30,158.05
	VILLE DE LAC BROME		122 LAKESIDE C.P. 60 LAC BROME QC J0E 1V0	8,122.14
	VILLE DE LAC-MEGANTIC		200-5527 RUE FRONTENAC LAC-MEGANTIC QC G6B 1H6	13,785.12
	VILLE DE MAGOG		7 RUE PRINCIPALE EST MAGOG QC J1X 1Y4	51,971.56
	VILLE DE SAINT-HYACINTHE		700 AV. DE L'HOTEL-DE-VILLE SAINT-HYACINTHE QC J2S 5B2	8,192.55
	VILLE DE SAINT-JEAN-RICHELIEU		CASE POSTALE 700 75 RUE SAINT-JACQUES SAINT-JEAN-RICHELIEU QC J3B 6Z8	18,738.55
	VILLE DE SAINTJEAN-RICHELIEU		188 RUE JACQUES-CARTIER NORD SAINT-JEAN-RICHELIEU QC J3B 6Z8	41.68
	VILLE DE SCOTSTOWN		101 CHEMIN VICTORIA OUEST SCOTSTOWN QC J0B 3B0	997.76
	VILLE DE SHERBROOKE		C P 610 145 RUE WELLINGTON NORD SHERBROOKE QC J1H 5H9	86,742.19
	VILLE DE SUTTON		11 RUE PRINCIPALE SUD SUTTON QC J0E 2K0	5,058.48
	VILLE SAINT-PIE		77 RUE ST-PIERRE ST-PIE QC J0H 1W0	1,364.50

*Creditor Mailing List*

In the matter of the Plan of Compromise or Arrangement of  
Montreal, Maine & Atlantic Canada Co  
Of the City of Montréal  
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	YRC FREIGHT		P.O. BOX 3531 STATION A TORONTO ON M5W 3G4	2,342.29

## APPENDIX "B"

### NEWSPAPER NOTICE

#### IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF MONTREAL, MAINE & ATLANTIC CANADA CO.

#### NOTICE TO CREDITORS OF THE DEADLINE TO FILE PROOFS OF CLAIM AND OF THE APPOINTMENT OF CLASS MEMBERS REPRESENTATIVES

Pursuant to the Claims Procedure Order issued by the Quebec Superior Court on ●, (the "Order") concerning claims against Montreal, Maine & Atlantic Canada Co. ("MMA Canada"), notice is hereby given to the creditors of MMA Canada that any Proof of Claim must be received by the Monitor, Richter Advisory Group Inc., no later than June 13, 2014, at 5:00 p.m., Montréal time (the "Claims Bar Date") at 1981 McGill College, 12<sup>th</sup> floor, Montréal, Québec, H3A 0G6.

The Order is binding on all Creditors with a Claim.

Derailment Claims will be deemed to have been filed concurrently in both the Canadian (with respect to MMA Canada) and the United States (with respect to Montreal, Maine & Atlantic Railway Ltd. ("MMA US")) insolvency proceedings if the Creditor indicates in his Proof of Claim that his claim is directed against both MMA Canada and MMA US. All claims other than Derailment Claims must be filed in the Canadian proceedings and in the United States proceedings if the creditor also wants to claim against MMA US.

Any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Order, which is available on the following website:

<http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**We reiterate that by virtue of the Order, the Claims Bar Date is June 13, 2014, at 5:00 p.m., Montreal time.** Creditors who have not filed a proof of claim with the supporting documents by Claims Bar Date in compliance with the Order will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall NOT be entitled to participate as a creditor in the proceedings, (ii) shall NOT be entitled to vote on any matter relating to these proceedings, including the Plan of compromise or arrangement of MMA Canada (the "Plan"), (iii) shall not be entitled to assert their Claim against MMA Canada or MMA US (if a Creditor wishes to rely on the deemed filing of its Proof of Claim against MMA US) et (iv) and shall NOT be entitled to receive any distribution whatsoever under the Plan or otherwise in these proceedings.

Creditors must file their Proofs of Claim with the Monitor by mail, messenger, facsimile, or e-mail, so that such Proofs of Claim are received by the Monitor by **no later than the Claims Bar Date at the following address:**

**Richter Advisory Group Inc.  
1981 McGill College, 12<sup>th</sup> floor  
Montréal, Québec H3A 0G6**

**Attention: Claims Department  
Facsimile: 1-800-246-1125  
E-mail: [mmaclaims@richter.ca](mailto:mmaclaims@richter.ca)**

Any claim sent by fax, by messenger or by e-mail will be deemed to have been received by the Monitor upon its receipt. Any claim sent by mail will be deemed having been received by the Monitor on the post-mark date.

In addition, on ●, the Quebec Superior Court also issued a Representation Order appointing Yannick Gagné, Guy Ouellet, Serge Jacques and Louis-Serge Parent and their counsel (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP and Paliare Roland Rosenberg Rothstein LLP) as representatives ("Representatives") of the Class Members (as defined in the Representation Order) in the Canadian insolvency proceedings, to perform all acts necessary or desirable to carry out the terms of the Representation Order including (i) negotiating and approving, on behalf of Class Members, and binding the Class Members to, any settlements, including the terms of any future court order or Plan, (ii) dealing, on behalf of the Class Members, with stakeholders in these proceedings, the Monitor, any Court, regulatory body and other government ministry, department or agency, and (iii) assisting Class Members or their representatives with the completion of their individual Proof of Claim pursuant to the Claims Procedure Order

**Creditors who do not wish to be represented by the Representatives in the Canadian insolvency proceedings must opt-out of the Class. Creditors who wish to opt-out can do so by filing the opt-out notice included in the claims package and which can be found at the following location:**

<http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**The opt-out notice must be filed with the Monitor by no later than May 30, 2014.**

All creditors, whether Class Members or not, are required to complete and file individual proofs of claim with the Monitor by no later than the Claims Bar Date.

Representatives of Richter will conduct information sessions in Lac-Mégantic on the following dates and locations:

- ●, 2014 at ●: ●

to answer questions creditors may have about the Proof of claim forms or the filing of their claims.

In addition, Richter representatives will be in Lac-Mégantic commencing ● to meet with creditors and assist them in the completion of their Proof of claim forms and answer any further questions they may have.

Proof of claims forms will be available starting ●, at the ● and on the Monitor's website.

**Richter Advisory Group Inc.  
Court-Appointed Monitor**

**AVIS DANS LES JOURNAUX****DANS L'AFFAIRE DU PLAN DE TRANSACTION OU D'ARRANGEMENT DE  
MONTREAL, MAINE & ATLANTIQUE CANADA CIE****AVIS AUX CRÉANCIERS DE LA DATE LIMITE POUR  
DÉPOSER LES PREUVES DE RÉCLAMATION ET DE LA NOMINATION DE REPRÉSENTANTS DU  
GROUPE DE CRÉANCIERS**

En vertu de l'Ordonnance rendue par la Cour supérieure du Québec le 2014 (« Ordonnance »), ayant trait aux réclamations contre Montréal, Maine & Atlantique Canada Cie « MMA Canada », avis est par les présentes donné aux créanciers de MMA Canada que toute Preuve de réclamation doit être reçue par le Contrôleur, Richter Groupe Conseil Inc., au plus tard le 13 juin 2014 à 17 h 00, heure de Montréal (« Date limite de dépôt des réclamations »), au 1981, avenue McGill College, 12<sup>e</sup> étage, Montréal (Québec) H3A 0G6.

L'Ordonnance lie tous les Créanciers ayant une Réclamation.

Les Réclamations relatives au Déraillement seront réputées avoir été déposées simultanément dans le cadre des procédures d'insolvabilité au Canada (en ce qui concerne MMA Canada) et celles aux États-Unis (en ce qui concerne Chemin de Fer Montréal, Maine & Atlantique (« MMA É.-U. »)) si le créancier indique dans sa Preuve de réclamation que sa réclamation est dirigée contre ces deux compagnies. Toute Réclamation autre que les réclamations relatives au Déraillement doivent être déposées dans le cadre des procédures au Canada, et aux États-Unis si le créancier veut aussi réclamer contre MMA É.-U.

Toutes les expressions commençant par une majuscule et non définies aux présentes ont la signification qui leur est attribuée dans l'Ordonnance, dont la version française est disponible sur le site Internet suivant:

<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

Nous réitérons qu'en vertu de l'Ordonnance, la Date limite pour déposer des réclamations est fixée au 13 juin 2014, à 17 h 00, heure de Montréal. Les créanciers qui n'auront pas déposé une preuve de réclamation accompagnée des documents justificatifs à la Date limite de dépôt des réclamations ne seront pas en droit de recevoir quelque autre avis que ce soit et, à moins qu'une autre ordonnance ne soit émise par la Cour, i) NE seront PAS en droit de participer aux procédures en tant que créanciers, ii) NE seront PAS en droit de voter sur toute question relative au processus en vertu de la LACC, y compris le plan de transaction et d'arrangement qui pourra être déposé par MMA Canada (le « Plan »), iii) NE seront PAS en droit de faire valoir toute réclamation contre MMA Canada et MMA É.-U. (si un créancier veut se prévaloir du dépôt simultané) et iv) NE seront PAS en droit de recevoir quelque distribution que ce soit aux termes du Plan ou autrement aux termes des procédures de MMA Canada en vertu de la LACC.

Les Créanciers doivent déposer leurs Preuves de réclamation auprès du Contrôleur, par la poste, par messagerie, par télécopieur ou par courriel, de façon à ce que le Contrôleur reçoive les Preuves de réclamation au plus tard à la Date limite de dépôt des réclamations à l'adresse suivante :

**Richter Groupe Conseil Inc.  
1981, avenue McGill College, 12<sup>e</sup> étage  
Montréal (Québec) H3A 0G6**

À l'attention de : **Service des réclamations**  
 Télécopieur : **1-800-246-1125**  
 Courriel : **mmareclamations@richter.ca**

Toute réclamation transmise par télécopieur, par messagerie ou par courriel sera réputée avoir été reçue par le Contrôleur dès sa réception. Toute réclamation transmise par la poste sera réputée avoir été reçue par le Contrôleur à la date de sa mise à la poste.

De plus, le 2014, la Cour supérieure du Québec a rendu une Ordonnance de représentation nommant MM. Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent et leur conseiller juridique (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP et Paliare Roland Rosenberg Rothstein LLP) à titre de représentants (« Représentants ») des Membres du Groupe (selon la définition donnée à ces termes dans l'Ordonnance de représentation) dans le cadre des procédures de MMA Canada en vertu de la LACC, afin de prendre toutes les mesures nécessaires ou souhaitables pour réaliser les modalités de l'Ordonnance de représentation, notamment i) négocier et approuver, au nom des Membres du groupe de créanciers, tous règlements, y compris les modalités de toute ordonnance de la cour ou Plan à venir, et lier les Membres du groupe de créanciers, ii) négocier, au nom des Membres du groupe de créanciers, avec toutes les parties intéressées dans le cadre de ces procédures, le Contrôleur, toute Cour, tout organisme de réglementation ou tout autre ministère ou organisme gouvernemental et iii) aider les Membres du groupe de créanciers ou leurs représentants à remplir leur formulaire individuel de Preuve de réclamation aux termes de l'Ordonnance relative à la procédure de réclamation.

**Les créanciers qui ne souhaitent pas être représentés par les Représentants nommés ci-haut dans le cadre des procédures de MMA Canada en vertu de la LACC doivent se retirer de l'Ordonnance de représentation, compléter l'Avis de retrait de représentation inclus dans les Documents et dont copie peut aussi être obtenue à l'adresse suivante :**

<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

**L'Avis de refus de représentation doit être déposé auprès du Contrôleur au plus tard le 30 mai 2014.**

Tous les créanciers, qu'ils soient Membres du Groupe ou non, sont tenus de remplir des formulaires individuels de Preuve de réclamation et de les déposer auprès du Contrôleur au plus tard à la Date limite de dépôt des réclamations.

Des représentants de Richter tiendront des séances d'information à Lac-Mégantic aux dates et aux endroits suivants :

- le 2014 à :
- le 2014 à :
- le 2014 à :
- le 2014 à :

et répondront aux questions au sujet du formulaire de Preuve de réclamation et du dépôt des réclamations.

De plus, des représentants de Richter seront à Lac-Mégantic à compter du 2014 afin de rencontrer les créanciers, de les aider à remplir les formulaires de Preuve de réclamation et de répondre à toutes autres questions que ceux-ci pourraient avoir.

Les formulaires de Preuve de réclamation seront disponibles dès le ● à/au ● et sur le site Web du Contrôleur.

**Richter Groupe Conseil Inc.**  
**Contrôleur désigné par la Cour**

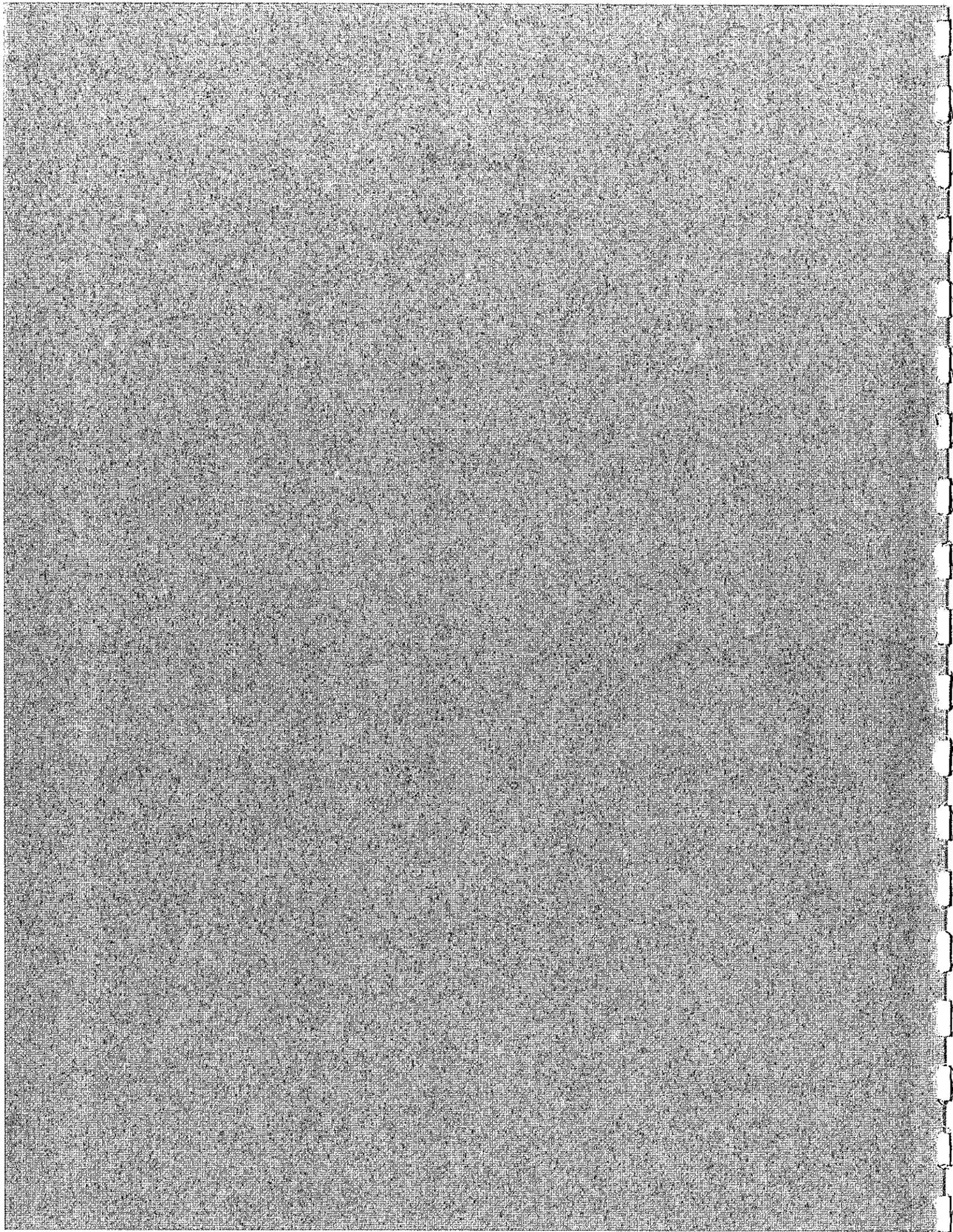
**APPENDIX "C"**

**PROOF OF CLAIM**

**APPENDIX "C"**

**PROOF OF CLAIM**

MTL\_LAW 21543873



**R-2**

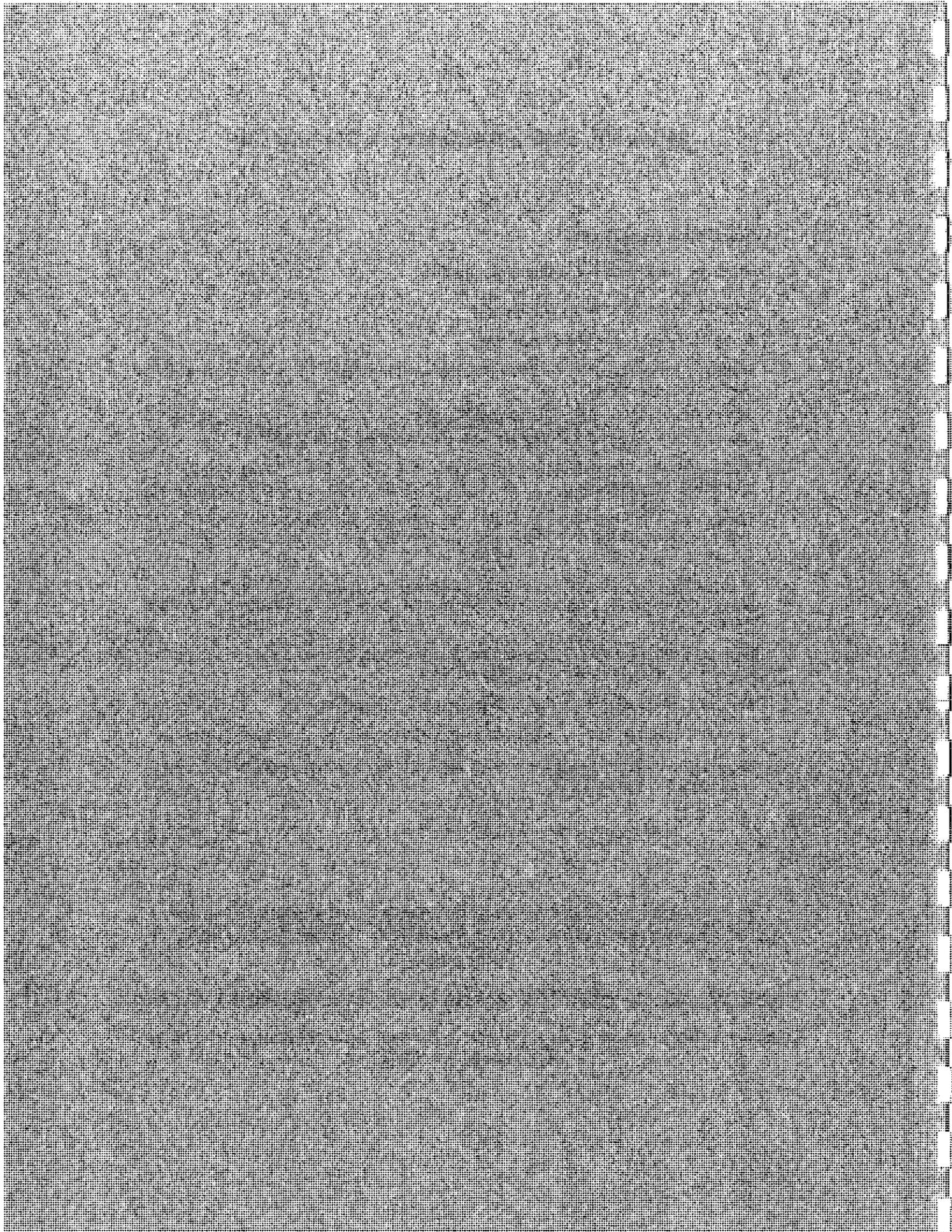
## **Montréal, Maine & Atlantique Canada Cie**

- 1. Instructions aux créanciers**
- 2. Documents relatifs au dépôt d'une réclamation**
  - **Formulaire de preuve de réclamation**
  - **Renseignements sur la succession**
  - **Annexe 1 – Réclamation de dommages économiques, matériels, ou autres résultant du décès d'une personne**
  - **Annexe 2A – Réclamation pour des dommages économiques, matériels ou autres, résultant des lésions corporelles que vous avez personnellement subies**
  - **Annexe 2B - Réclamation de dommages économiques, matériels ou autres résultant des lésions corporelles (qui n'ont pas entraîné la mort) subies par une autre personne**
  - **Annexe 3A – Réclamation concernant des dommages matériels, économiques ou autres, subis par un particulier (et non une entreprise) et ne résultant pas de lésions corporelles ou du décès d'une personne**
  - **Annexe 3B - Réclamation concernant des dommages matériels, économiques ou autres, subis par une entreprise et ne résultant pas de lésions corporelles ou du décès d'une personne**
  - **Annexe 4 - Réclamation subrogé d'un assureur, directement liée à des dommages subis en raison du déraillement du 6 juillet 2013**
  - **Annexe 5 - Réclamation pour le gouvernement ou la municipalité**
  - **Annexe 6 - Réclamation découlant d'un recours récursoire ou d'un appel en garantie**
  - **Annexe 7 - Réclamation autre qu'une réclamation pour des dommages résultant du déraillement du 6 juillet 2013**

**Les documents relatifs au dépôt d'une preuve réclamation sont accessibles à partir du site Web de Richter Groupe Conseil Inc., à l'adresse :**

**[www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co](http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co)**

**Les formulaires de preuve de réclamation et les annexes peuvent être complétés en ligne.**



**DANS L'AFFAIRE DU PLAN DE TRANSACTION OU D'ARRANGEMENT DE  
MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE**

**INSTRUCTIONS AUX CRÉANCIERS**

Le 8 août 2013, Richter Groupe Conseil Inc. (« Richter ») a été nommé par la Cour supérieure du Québec (la « Cour ») à titre de Contrôleur de Montréal, Maine & Atlantique Canada Cie (« MMA Canada ») en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « LACC »). Aux États-Unis, Chemin de fer Montréal, Maine & Atlantique (« MMA É.-U. ») a déposé des procédures en vertu du Chapitre 11 du *Bankruptcy Code* des États-Unis.

Dans le cadre du processus en vertu de la LACC, le Contrôleur a mis en place un processus de réclamations afin de permettre à tous les créanciers de MMA Canada, y compris toutes les victimes du déraillement, de présenter une réclamation contre MMA É.-U. et, dans le cas des réclamations des victimes du déraillement, de déposer leurs réclamations simultanément contre MMA Canada et MMA É.-U. par le biais d'un dépôt unique contre MMA Canada.

Les documents relatifs au dépôt d'une réclamation (« Documents ») sont accessibles à partir du site Web du Contrôleur, à l'adresse [www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co](http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co). Vous pouvez également composer le 1-866-845-8958 ou écrire à l'adresse [mmareclamations@richter.ca](mailto:mmareclamations@richter.ca) pour demander que les Documents vous soient envoyés par la poste. Vous pourrez aussi vous procurer les Documents au Centre Sportif Mégantic à partir du 16 avril 2014.

Les représentants de Richter tiendront des séances d'information à Lac-Mégantic aux dates et aux endroits suivants :

- le 22 avril 2014 à 15 h 00 : Centre Sportif Mégantic
- le 23 avril 2014 à 10 h 00 : Centre Sportif Mégantic
- le 30 avril 2014 à 19 h 00 : Polyvalente Montignac
- le 5 mai 2014 à 19 h 00 : Centre Sportif Mégantic

et répondront à vos questions au sujet du formulaire de Preuve de réclamation et du dépôt des réclamations. De plus, des représentants de Richter seront à Lac-Mégantic à partir du 16 avril 2014 ainsi qu'après les séances d'information et les créanciers pourront prendre rendez-vous afin de les rencontrer. Les créanciers pourront aussi poser des questions aux représentants de Richter en appelant au 1-866-845-8958 ou en envoyant un courriel à [mmareclamations@richter.ca](mailto:mmareclamations@richter.ca).

Veillez noter que toute réclamation liée au déraillement sera réputée avoir été déposée simultanément contre MMA Canada et contre MMA É.-U. si un réclamant fait valoir la réclamation contre les deux entités. Par conséquent, il n'est pas nécessaire pour ces réclamants de déposer des copies des formulaires dans le cadre des procédures de MMA É.-U.

Veillez prendre note qu'en vertu d'une ordonnance rendue par la Cour le 4 avril 2014 (l'« Ordonnance »), toute Preuve de réclamation doit être reçue par le Contrôleur, Richter Groupe Conseil Inc., par la poste, par messagerie, par télécopieur ou par courriel, au plus tard le 13 juin 2014, à 17 h 00 heure de Montréal, aux coordonnées suivantes :

**Richter Groupe Conseil Inc.  
1981, avenue McGill College, 12<sup>e</sup> étage  
Montréal (Québec) H3A 0G6**

À l'attention du : **Service des réclamations**  
Télécopieur : **1-800-246-1125**  
Courriel : **[mmareclamations@richter.ca](mailto:mmareclamations@richter.ca)**

Toute réclamation transmise par télécopieur, par messagerie ou par courriel sera réputée avoir été reçue par le Contrôleur dès sa réception. Toute réclamation transmise par la poste sera réputée avoir été reçue par le Contrôleur à la date de sa mise à la poste.

Les créanciers qui n'auront pas déposé une preuve de réclamation accompagnée des documents justificatifs avant 17 h 00 heure de Montréal le 13 juin 2014 ne seront pas en droit de recevoir quelque autre avis que ce soit et, à moins qu'une autre ordonnance ne soit émise par la Cour, i) NE seront PAS en droit de participer aux procédures en tant que créanciers, ii) NE seront PAS en droit de voter sur toute question relative au processus en vertu de la LACC, y compris le plan de transaction et d'arrangement qui pourra être déposé par MMA Canada (le « Plan »), iii) NE seront PAS en droit de faire valoir toute réclamation contre MMA Canada et MMA É.-U. (si un créancier veut se prévaloir du dépôt simultané) et iv) NE seront PAS en droit de recevoir quelque distribution que ce soit aux termes du Plan ou autrement aux termes des procédures de MMA Canada en vertu de la LACC.

De plus, le 4 avril 2014, la Cour a rendu une Ordonnance de représentation nommant MM. Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent et leur conseiller juridique (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP et Paliare Roland Rosenberg Rothstein LLP) à titre de représentants des Membres du Groupe (selon la définition donnée à ces termes dans l'Ordonnance de représentation) dans le cadre des procédures de MMA Canada en vertu de la LACC, afin de prendre toutes les mesures nécessaires ou souhaitables pour réaliser les modalités de l'Ordonnance de représentation, notamment ce qui suit :

- négocier et approuver, au nom des Membres du groupe de créanciers, tous règlements, y compris les modalités de toute ordonnance de la cour ou Plan à venir, et lier les Membres du groupe de créanciers;
- négocier, au nom des Membres du groupe de créanciers, avec toutes les parties intéressées dans le cadre de ces procédures, le Contrôleur, toute Cour, tout organisme de réglementation ou tout autre ministère ou organisme gouvernemental;
- aider les Membres du groupe de créanciers ou leurs représentants à remplir leur formulaire individuel de Preuve de réclamation aux termes de l'Ordonnance relative à la procédure de réclamation.

Les créanciers qui ne souhaitent pas être représentés par les représentant nommés ci-haut dans le cadre des procédures de MMA Canada en vertu de la LACC doivent se retirer de l'Ordonnance de représentation, compléter l'Avis de retrait de représentation inclus dans les Documents et dont copie peut aussi être obtenue à l'adresse suivante :

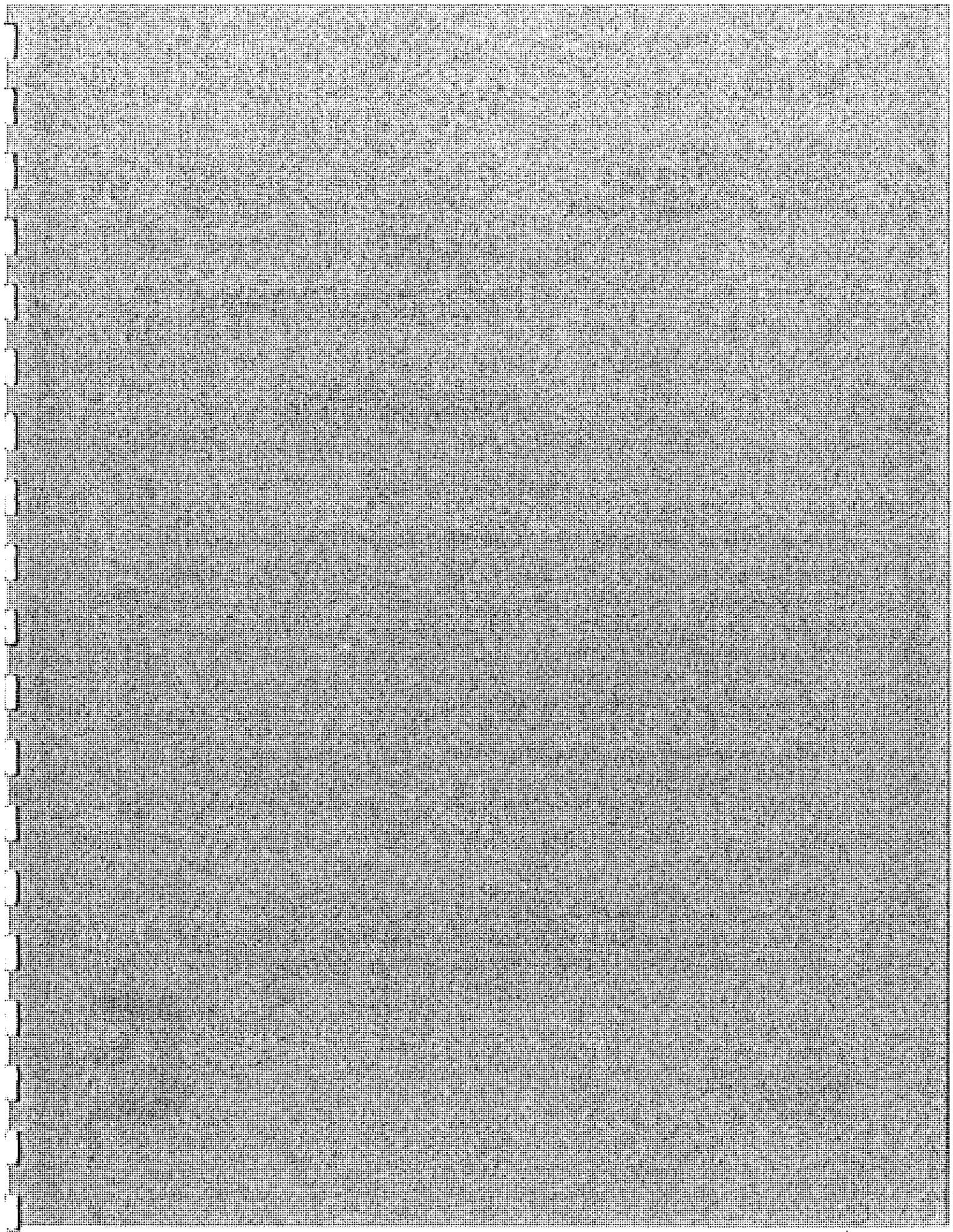
<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

L'Avis de retrait de représentation doit être déposé auprès du Contrôleur au plus tard le 30 mai 2014.

Tous les créanciers, qu'ils soient Membres du Groupe ou non, sont tenus de remplir des formulaires individuels de Preuve de réclamation et de les déposer auprès du Contrôleur au plus tard le 13 juin 2014, à 17 h 00 heure de Montréal.

MONTREAL, ce 9<sup>e</sup> jour d'avril 2014

Richter Groupe Conseil Inc.  
Contrôleur nommé par la Cour



# RICHTER

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE SAINT-FRANÇOIS  
N° DE COUR : 450-11-000167-134  
N° DE DOSSIER : 0000164-2013-QC

COUR SUPÉRIEURE  
(Chambre commerciale)  
(Siégeant en tant que tribunal désigné en vertu de la  
Loi sur les arrangements avec les créanciers des  
compagnies, L.R.C., c. C-36, telle qu'amendée)

DANS L'AFFAIRE DU PLAN DE TRANSACTION ET  
D'ARRANGEMENT DE :

MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE  
(MONTREAL, MAINE & ATLANTIC CANADA CO.)

Requérante

- et -

RICHTER GROUPE CONSEIL INC.  
(RICHTER ADVISORY GROUP INC.)

Contrôleur

## PREUVE DE RÉCLAMATION

### 1) RENSEIGNEMENTS SUR LE CRÉANCIER ET ADRESSE OÙ LES AVIS DOIVENT ÊTRE ENVOYÉS

Dénomination sociale ou nom complet du créancier : \_\_\_\_\_ (le « Créancier »)

Adresse postale complète du Créancier : \_\_\_\_\_

Numéro de téléphone du Créancier : \_\_\_\_\_

Adresse de courriel du Créancier : \_\_\_\_\_

Nom du représentant autorisé du Créancier, le cas échéant : \_\_\_\_\_

Adresse postale complète du représentant autorisé : \_\_\_\_\_

Numéro de téléphone du représentant autorisé : \_\_\_\_\_

Adresse de courriel du représentant autorisé du Créancier : \_\_\_\_\_

Titre ou qualité du représentant autorisé : \_\_\_\_\_

Si le Créancier est une succession, veuillez remplir l'annexe « Renseignements sur la succession » ci-jointe.

### 2) DÉCLARATION

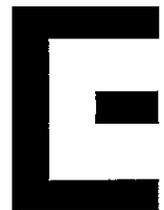
J'ai une réclamation contre :

- Montréal, Maine & Atlantique Canada Cie (procédures d'insolvabilité au Canada);
- Chemin de fer Montréal, Maine & Atlantique (procédures d'insolvabilité aux États-Unis);
- Montréal, Maine & Atlantique Canada Cie et Chemin de fer Montréal, Maine & Atlantique.

T. 1-866-845-8958  
F. 1-800-246-1125  
mmareclamations@richter.ca

Richter Groupe Conseil Inc.  
Richter Advisory Group Inc.  
1981 McGill College  
Montréal (QC) H3A 0G6

Montréal, Toronto



3) **RÉCLAMATIONS POUR DES DOMMAGES LIÉS AU DÉRAILLEMENT DU 6 JUILLET 2013 DANS LA VILLE DE LAC-MÉGANTIC, QUÉBEC (CI-APRÈS APPELÉES LES « RÉCLAMATIONS LIÉES AU DÉRAILLEMENT »).**

**LES RÉCLAMATIONS LIÉES AU DÉRAILLEMENT SONT RÉPUTÉES ÊTRE DÉPOSÉES SIMULTANÉMENT DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA (EN CE QUI CONCERNE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE) ET DE CELLES AUX ÉTATS-UNIS (EN CE QUI CONCERNE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE), AU MOYEN DU DÉPÔT DU PRÉSENT FORMULAIRE.**

**IMPORTANT :** Les catégories de dommages qui peuvent être réclamés sont indiquées ci-dessous et sont présentées uniquement à titre indicatif. Remplir un formulaire de Preuve de réclamation n'établit pas i) que le type de réclamation est valide, bien fondé ou qu'il sera admis, ii) que tout montant réclamé sera reconnu comme étant bien fondé ou qu'il sera admis à titre de réclamation valide et iii) que toute réclamation admise peut être ou sera payée, en tout ou en partie, à la suite de ces procédures, quelles qu'elles soient. Les annexes jointes au présent formulaire ont pour but de vous aider à fournir les détails et une description des dommages que vous réclamez. Cependant, les annexes sont fournies à titre indicatif seulement; il ne faut pas en conclure que les catégories de dommages que couvrent ces annexes s'appliquent à toutes les personnes touchées par le déraillement, et ces annexes n'ont pas pour but de limiter les dommages qui peuvent être réclamés. Vous devez remplir autant d'annexes que nécessaire et les joindre au présent formulaire afin de fournir une description complète de tous les dommages que vous réclamez.

Dans le cas des réclamations autres que celles portant sur des dommages liés au déraillement du 6 juillet 2013 survenu dans la ville de Lac-Mégantic, un relevé de compte détaillé et complet doit être joint à la Preuve de réclamation. Donnez les détails complets de la réclamation et fournissez les documents justificatifs, notamment le montant, la description de la ou des transactions et de la ou des ententes donnant lieu à la réclamation. Le montant du relevé de compte doit correspondre au montant indiqué sur la Preuve de réclamation. Le relevé de compte détaillé doit indiquer la date, le numéro de facturation et le montant de toutes les factures ou de tous les frais, de même que la date, le nombre et le montant de tous les crédits ou paiements. Tout relevé de compte débutant par le report d'un solde précédent sera jugé incomplet. Si la réclamation ne peut être étayée au moyen d'un relevé de compte, le Créancier doit fournir une déclaration assermentée dans laquelle il indique tous les détails de la réclamation accompagnés de tous les documents justificatifs.

Si la réclamation est libellée en monnaie étrangère, elle doit être convertie en dollars canadiens au taux de change au comptant à midi de la Banque du Canada aux fins de la conversion de la monnaie en cause en dollars canadiens à la date de détermination, soit le 8 août 2013 (1 \$ US = 1,0348 \$ CA; 1 euro = 1,3857 \$ CA).

Le Contrôleur, Richter Groupe Conseil Inc., doit recevoir le formulaire de Preuve de réclamation au plus tard le 13 juin 2014 à 17 h (heure de l'Est) (« Date limite de dépôt des réclamations »).

La Preuve de réclamation peut être déposée par poste régulière, par télécopieur, par messagerie ou par courrier électronique à l'adresse suivante :

**Richter Groupe Conseil Inc.**  
(en sa capacité de Contrôleur désigné par la Cour de  
Montréal, Maine & Atlantique Canada Cie)  
À l'attention de : Service des réclamations  
1981, av. McGill College, 12<sup>e</sup> étage  
Montréal (Québec) H3A 0G6  
Télécopieur : 1-800-246-1125  
Courriel : mmareclamations@richter.ca

Toute réclamation envoyée par télécopieur, par messagerie ou par courrier électronique est réputée être reçue par le Contrôleur à la réception. Toute réclamation envoyée par courrier est réputée avoir été reçue par le Contrôleur la date d'oblitération du cachet postal.

La Preuve de réclamation doit être signée par le Créancier ou son représentant dûment autorisé et signée par un témoin .

MONTANT RÉCLAMÉ  
À MONTRÉAL, MAINE  
& ATLANTIQUE  
CANADA CIE

MONTANT RÉCLAMÉ  
À CHEMIN DE FER  
MONTRÉAL, MAINE  
& ATLANTIQUE  
(SI DIFFÉRENT)

**Si vous présentez une réclamation pour des dommages résultant du décès d'une personne (Veuillez fournir les renseignements requis en remplissant l'annexe 1 jointe au présent formulaire) :**

A. DOMMAGES ÉCONOMIQUES ET MATÉRIELS  
(de l'annexe 1, pages 8 et 9)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

B. AUTRES DOMMAGES  
(de l'annexe 1, pages 10 et 11)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

**Si vous présentez une réclamation pour des dommages résultant de lésions corporelles qui n'ont pas entraîné la mort (Veuillez fournir les renseignements requis en remplissant les annexes 2A ou 2B jointes au présent formulaire.) :**

• *Si vous réclamez des dommages résultant de lésions corporelles que vous avez vous-même personnellement subies, veuillez remplir l'annexe 2A.*

C. DOMMAGES ÉCONOMIQUES ET MATÉRIELS  
(de l'annexe 2A, pages 7 et 8)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

D. AUTRES DOMMAGES  
(de l'annexe 2A, pages 9 et 10)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

• *Si vous réclamez des dommages résultant de lésions corporelles qu'une autre personne a subies, veuillez remplir l'annexe 2B.*

E. DOMMAGES ÉCONOMIQUES ET MATÉRIELS  
(de l'annexe 2B, pages 11 et 12)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

F. AUTRES DOMMAGES  
(de l'annexe 2B, pages 14 et 15)

\_\_\_\_\_ \$ CA

\_\_\_\_\_ \$ CA

MONTANT  
RÉCLAMÉ À  
MONTRÉAL, MAINE  
& ATLANTIQUE  
CANADA CIE

MONTANT  
RÉCLAMÉ À  
CHEMIN DE FER  
MONTRÉAL, MAINE  
& ATLANTIQUE  
(SI DIFFÉRENT)

Si vous présentez une réclamation pour des dommages (causés à des personnes ou à des entreprises) autres que ceux résultant du décès d'une personne ou de lésions corporelles (Veuillez fournir les renseignements requis en remplissant les annexes 3A ou 3B jointes au présent formulaire.) :

- Si vous réclamez des dommages subis par un particulier, veuillez remplir l'**annexe 3A**.

G. DOMMAGES MATÉRIELS AUX BIENS  
(de l'annexe 3A, pages 6 et 7)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

H. DOMMAGES RÉSULTANT DE LA PERTE D'USAGE D'UN BIEN  
(de l'annexe 3A, pages 11 et 12)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

I. DOMMAGES LIÉS À UNE PERTE DE REVENUS  
(de l'annexe 3A, pages 15 et 16)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

J. AUTRES DOMMAGES  
(de l'annexe 3A, pages 17 et 18)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

- Si vous réclamez des dommages subis par une entreprise, veuillez remplir l'**annexe 3B**.

K. DOMMAGES MATÉRIELS À UN BIEN  
(de l'annexe 3B, pages 5 et 6)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

L. DOMMAGES LIÉS À UNE PERTE D'USAGE D'UN BIEN  
(de l'annexe 3B, pages 10 et 11)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

M. DOMMAGES COMMERCIAUX NE RÉSULTANT PAS DE  
LA PERTE D'USAGE D'UN BIEN  
(de l'annexe 3B, pages 14 et 15)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

N. AUTRES DOMMAGES  
(de l'annexe 3B, pages 16 et 17)

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

O. Si vous êtes un assureur et avez une réclamation subrogée, veuillez remplir l'**annexe 4** (calculés à la page 1).

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

P. Si vous êtes un gouvernement ou une municipalité, veuillez remplir l'**annexe 5** (calculés à la page 6).

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

Q. Si vous avez une réclamation découlant d'un recours récursoire ou d'un appel en garantie, veuillez remplir l'**annexe 6**.

\_\_\_\_\_ \$ CA \_\_\_\_\_ \$ CA

- 4) **TOUTES LES RÉCLAMATIONS, AUTRES QUE LES RÉCLAMATIONS LIÉES AU DÉRAILLEMENT, PRÉSENTÉES JUSQU'EN DATE DU 7 AOÛT 2013 INCLUSIVEMENT (CELLES-CI ÉTANT RÉPUTÉES ÊTRE DÉPOSÉES UNIQUEMENT DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA)** (Veuillez fournir les renseignements requis ci-dessous et remplir l'annexe 7 jointe au présent formulaire.) :

(Veuillez cocher et remplir les sections pertinentes.)

- RÉCLAMATION NON GARANTIE DE \_\_\_\_\_ \$ CA

En ce qui concerne cette créance, le Créancier ne détient aucun actif de la Requérante en garantie.

- Pour le montant de \_\_\_\_\_ \$ CA, le soussigné ne revendique pas le droit à un rang prioritaire.
- Pour le montant de \_\_\_\_\_ \$ CA, le soussigné revendique le droit à un rang prioritaire en vertu de l'article 136 de la *Loi sur la faillite et l'insolvabilité* (Canada) ou revendiquerait un tel droit si la Preuve de réclamation actuelle était déposée en vertu de cette loi.

- RÉCLAMATION GARANTIE DE \_\_\_\_\_ \$ CA

En ce qui concerne la créance susmentionnée, le Créancier détient des actifs de la Requérante, dont la valeur estimative s'élève à \_\_\_\_\_ \$ CA et dont les détails sont mentionnés ci-après. (Veuillez donner des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée, et annexer une copie des documents relatifs à la garantie.)

- RÉCLAMATION À TITRE DE SALARIÉ (SEULEMENT DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE) \_\_\_\_\_ \$ CA constituée des éléments suivants :

- Salaires impayés au montant de \_\_\_\_\_ \$ CA
- Vacances impayées au montant de \_\_\_\_\_ \$ CA

5) DÉLAI POUR DÉPOSER LA RÉCLAMATION

- Aux termes de l'ordonnance visant les réclamations rendue par la Cour supérieure le 4 avril 2014 (« Ordonnance »), la date limite de dépôt des réclamations a été fixée au 13 juin 2014, à 17 h (heure de l'Est) (« Date limite de dépôt des réclamations »).

Les Créanciers qui n'ont pas déposé une preuve de réclamation accompagnée des documents justificatifs à la Date limite de dépôt des réclamations conformément à l'Ordonnance ne seront pas en droit de recevoir quelque autre avis que ce soit et, à moins qu'une autre ordonnance ne soit rendue par la Cour supérieure, i) NE SERONT PAS en droit de participer aux procédures en tant que créanciers, ii) NE SERONT PAS en droit de voter sur toute question se rapportant à ces procédures, y compris le Plan de transaction et d'arrangement de Montréal, Maine & Atlantique Canada Cie (le « Plan ») et le Plan de réorganisation prévu dans les procédures en vertu du Chapitre 11, iii) NE SERONT PAS en droit de faire valoir toute réclamation contre Montréal, Maine & Atlantique Canada Cie et Chemin de fer Montréal, Maine & Atlantique et iv) NE SERONT PAS en droit de recevoir quelque distribution que ce soit aux termes du Plan ou aux termes du Plan de réorganisation prévu dans les procédures en vertu du Chapitre 11.

Fait à \_\_\_\_\_, ce \_\_\_\_\_<sup>e</sup> jour de \_\_\_\_\_ 2014

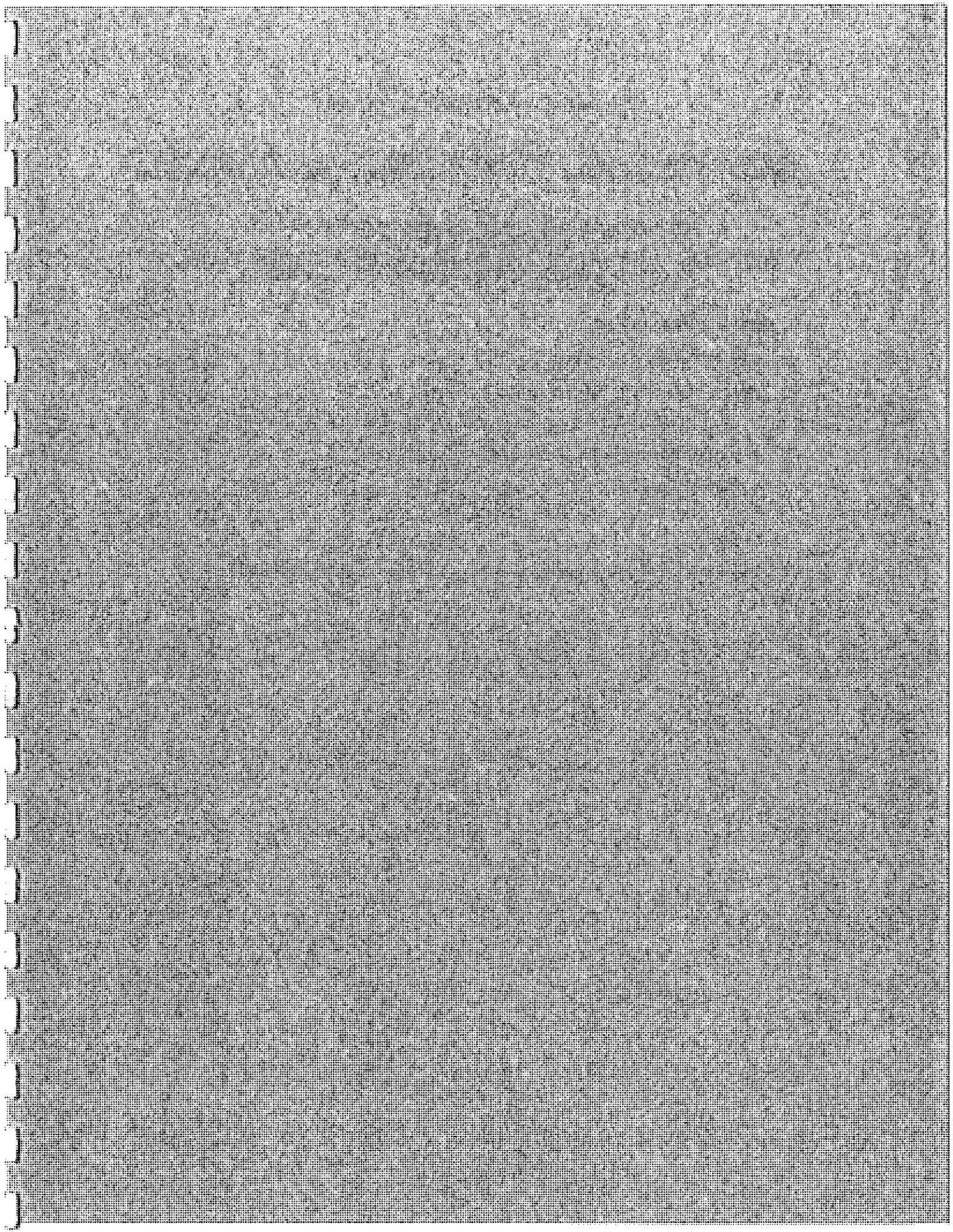
\_\_\_\_\_  
Signature du témoin

\_\_\_\_\_  
(Signature du Créancier ou de son représentant autorisé)

Je déclare solennellement, sous peine de parjure, que les informations fournies dans ce formulaire sont exactes et complètes.

\_\_\_\_\_  
(Nom en caractères d'imprimerie)

\_\_\_\_\_  
(Nom en caractères d'imprimerie)



## RENSEIGNEMENTS SUR LA SUCCESSION

MONTREAL, MAINE & ATLANTIC CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO  
CHEMIN DE FER MONTREAL, MAINE & ATLANTIC / MONTREAL, MAINE & ATLANTIC RAILWAY LTD

RENSEIGNEMENTS SUR LA SUCCESSION DU FORMULAIRE DE  
PREUVE DE RECLAMATION  
À REMPLIR SEULEMENT SI VOUS DEPOSEZ UNE RECLAMATION DE DOMMAGES RESULTANT  
DU DECES D'UNE PERSONNE AU NOM D'UNE SUCCESSION

### I. RENSEIGNEMENTS DE BASE

1. Nom du D funt/de la succession : \_\_\_\_\_
2. Adresse domiciliaire du D funt (au moment du d c s) : \_\_\_\_\_  
\_\_\_\_\_
3. Date de naissance du D funt (JJ-MM-AAAA) : \_\_\_\_\_
4. Nom du ou des liquidateurs :
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
5. Joindre tous les documents requis pour  tablir la nomination du ou des liquidateurs.

MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD

**ANNEXE 1 DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION DE  
DOMMAGES ÉCONOMIQUES, MATÉRIELS, OU AUTRES  
RÉSULTANT DU DÉCÈS D'UNE PERSONNE**

**(SI VOUS RÉCLAMEZ DES DOMMAGES RÉSULTANT DE PLUS D'UN DÉCÈS,  
VEUILLEZ REMPLIR UNE ANNEXE DISTINCTE POUR CHACUN DES DÉFUNTS)**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Créancier : \_\_\_\_\_
2. Date de naissance du Créancier (JJ-MM-AAAA) : \_\_\_\_\_

**II. RENSEIGNEMENTS AU SUJET DU DÉFUNT**

3. Nom du Défunt : \_\_\_\_\_
4. Parmi les choix suivants, veuillez sélectionner celui qui s'applique à votre situation. Le Défunt était mon ou ma :
- Conjoint (e)
  - Ancien conjoint (e)
  - Conjoint(e) de fait (si vous sélectionnez cette option, veuillez indiquer depuis combien de temps vous étiez dans cette union) : \_\_\_\_\_
  - Enfant
  - Mère
  - Père
  - Frère
  - Sœur

Si aucun des choix ci-dessus ne s'applique, veuillez préciser et décrire la nature de votre lien :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Veuillez fournir les renseignements suivants au sujet du Défunt, si vous en avez connaissance :
- a. Si le Défunt était marié au moment du décès, veuillez indiquer le nom et l'âge du conjoint, la date du mariage et l'adresse du conjoint au moment du décès :
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Si le D funt  tait dans une union avec un conjoint de fait, au moment du d c s, veuillez indiquer le nom et l' ge du conjoint de fait, l'adresse et la date   laquelle ils ont emm nag  ensemble :

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- c. Si le D funt  tait divorc  ou s par , au moment du d c s, veuillez indiquer le ou les noms et  ges de l'ancien ou des anciens conjoints et toute obligation de paiement vers e ou due ou tout soutien financier fourni   l'ancien ou aux anciens conjoints par le D funt :

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- d. Si le D funt  tait divorc  ou s par , au moment du d c s, veuillez indiquer le ou les noms et  ges de l'ancien ou des anciens conjoints et toute obligation de paiement vers e ou due ou tout soutien financier fourni au D funt par l'ancien ou les anciens conjoints :

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- e. Veuillez indiquer les noms et l' ge du ou des enfants du D funt. Veuillez indiquer si les enfants vivaient toujours   la maison avec le D funt au moment du d c s :

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- f. Veuillez dresser la liste des membres de la famille ou des personnes autres que celles mentionn es ci-dessus qui  taient   la charge du D funt et qui recevaient ou devaient recevoir un paiement ou du soutien financier de la part du D funt. Veuillez indiquer leur nom, leur  ge et les montants re us ou dus :

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**III. ÉTAT DE SANTÉ DU DÉFUNT AU MOMENT DU DÉRAILLEMENT**

6. Veuillez décrire, au mieux de vos connaissances, tout problème médical, condition médicale ou problème de santé du Défunt avant le déraillement :

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7. Avant le déraillement, le Défunt avait-il reçu un diagnostic, était-il traité ou prenait-il des médicaments relativement à une maladie ou à une invalidité quelconque? Si oui, veuillez préciser :

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8. Le Défunt s'était-il vu refuser une protection d'assurance médicale pour une raison quelconque? Si oui, veuillez préciser :

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**IV. AUTRES RENSEIGNEMENTS RELATIFS À UNE RÉCLAMATION CONCERNANT LA PERTE DE REVENU OU DE SOUTIEN ÉCONOMIQUE PAR LE CRÉANCIER EN RAISON DU DÉCÈS D'UNE AUTRE PERSONNE**

(Cette section ne doit être remplie que si le Créancier réclame une perte de revenu ou de soutien économique résultant du décès d'une autre personne.)

**Formation académique du Défunt**

9. Veuillez décrire la formation, les études (en cours ou terminées), les grades, les diplômes, les certifications, les appartenances à des ordres professionnels ou à toute autre association professionnelle du Défunt au moment du décès :

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**Renseignements et historique d'emploi du Défunt**

10. Veuillez décrire l'emploi, le poste occupé, le métier, ou le travail ou autre occupation du Défunt au moment du décès :

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11. S'il y a lieu, veuillez indiquer le nom de l'employeur du Défunt au moment du décès :

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12. S'il y a lieu, veuillez préciser depuis combien de temps vous occupiez cet emploi au moment du décès :

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13. S'il y a lieu, veuillez indiquer les revenus bruts et nets du Défunt, toutes sources de revenus confondues, au moment du décès :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA      net : \_\_\_\_\_ \$ CA  
 b. annuel : brut : \_\_\_\_\_ \$ CA      net : \_\_\_\_\_ \$ CA

14. Veuillez décrire, de façon générale, l'expérience de travail du Défunt au moment du déraillement :

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15. Veuillez décrire, de manière précise, l'emploi, les postes ou le travail du Défunt au cours des trois (3) années précédant le déraillement :

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16. Veuillez indiquer les revenus annuels bruts et nets du Défunt, toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :

a. 2012 :	brut :	_____ \$ CA	net :	_____ \$ CA
b. 2011 :	brut :	_____ \$ CA	net :	_____ \$ CA
c. 2010 :	brut :	_____ \$ CA	net :	_____ \$ CA

#### Renseignements et historique d'emploi du Créancier

17. Étiez-vous à la charge du Défunt ou receviez-vous du soutien financier de la part du Défunt au moment du déraillement?  Oui  Non

Si oui, quel montant receviez-vous au moment du déraillement (veuillez indiquer le montant \_\_\_\_\_ \$ CA et la période \_\_\_\_\_).

18. Veuillez décrire votre emploi, le poste que vous occupiez, votre métier, votre travail ou autre occupation au moment du déraillement :

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19. S'il y a lieu, veuillez indiquer le nom de votre employeur au moment du déraillement :

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20. S'il y a lieu, veuillez préciser depuis combien de temps vous occupiez cet emploi au moment du déraillement : \_\_\_\_\_

21. S'il y a lieu, veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment du déraillement :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

22. Veuillez décrire, de façon générale, votre expérience de travail :

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23. Veuillez décrire, de manière précise, votre emploi, les postes que vous avez occupés ou votre travail au cours des trois (3) années précédant le déraillement :

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24. Veuillez indiquer vos revenus annuels bruts et nets, toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :

a. 2012 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

b. 2011 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

c. 2010 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

25. Est-ce que votre situation ou votre statut d'emploi a changé depuis?  Oui  Non  
Si oui, veuillez donner des détails concernant votre situation actuelle :

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26. Veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment de la Réclamation :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

27. Êtes-vous à la charge d'une autre personne ou recevez-vous du soutien financier d'une autre personne depuis le déraillement?  Oui  Non

Si oui, veuillez indiquer le nom de cette personne : \_\_\_\_\_

Le lien qui vous unit à cette personne : \_\_\_\_\_

Les montants que vous avez reçus : \_\_\_\_\_ \$ CA

Les montants que vous prévoyez recevoir : et \_\_\_\_\_ \$ CA

Jusqu'à quelle date : \_\_\_\_\_

**V. DESCRIPTION DES DOMMAGES ÉCONOMIQUES ET MATÉRIELS (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE AU CANADA) SUBIS PAR LE CRÉANCIER EN RAISON DU DÉCÈS DU DÉFUNT**

28. Si vous réclamez des dommages économiques et matériels, que vous avez subis personnellement en raison du décès du Défunct, veuillez dresser la liste complète des dommages et décrire en détail le montant, la nature et le fondement de chacun des dommages réclamés. Les catégories suivantes sont fournies à titre purement indicatif :

a. Frais que vous n'auriez pas autrement engagés depuis le 6 juillet 2013 jusqu'à la date de la présente réclamation (veuillez donner une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Frais futurs de toute autre nature que vous prévoyez engager et que vous n'auriez pas autrement engagés (veuillez donner une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Perte de revenu personnel depuis le 6 juillet 2013 jusqu'à la date de la présente réclamation (veuillez expliquer pourquoi vous avez subi une perte de revenu en raison du décès du Défunct) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Perte prévue de revenu personnel futur (veuillez expliquer pourquoi vous subirez une perte de revenu en raison du décès du Défunct) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Perte de soutien économique provenant du Défunt, depuis le 6 juillet 2013 : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Perte prévue de soutien économique futur provenant du Défunt : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Tout autre dommage économique résultant du décès du Défunt (veuillez donner une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des dommages économiques et matériels**  
**(Montant à indiquer à la ligne A. de la page 3 du formulaire de preuve de réclamation)** \_\_\_\_\_ **\$ CA**

**DESCRIPTION DES DOMMAGES ÉCONOMIQUES ET MATÉRIELS (DANS LE CADRE DES  
PROCÉDURES D'INSOLVABILITÉ DE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE  
AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS)**

29. Si, dans le cadre des réclamations contre Chemin de fer  
Montréal, Maine & Atlantique, vous réclamez d'autres  
dommages économiques ou matériels ou des montants  
différents (c.-à-d. autres que ceux décrits dans la section ci-  
dessus qui porte sur les dommages réclamés à Montréal, Maine  
& Atlantique Canada Cie), que vous avez vous-même subis en  
raison du décès du Défunt, veuillez alors fournir une description  
complète des autres dommages ou montants que vous réclamez  
à Chemin de fer Montréal, Maine & Atlantique :  
(Montant à indiquer à la ligne A. de la page 3 du formulaire  
de preuve de réclamation)

\$ CA

Multiple horizontal lines for text entry.

**VI. DESCRIPTION DES AUTRES DOMMAGES SUBIS PAR LE CRÉANCIER EN RAISON DU DÉCÈS DU DÉFUNT (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

30. Si vous réclamez d'autres dommages, veuillez dresser la liste complète de ces dommages et décrire en détail la nature, le montant pour chaque catégorie de dommages réclamés. Les catégories suivantes sont fournies à titre purement indicatif :

a. Souffrances psychologiques, tristesse, inquiétude, anxiété, troubles émotionnels et souffrances morales résultant du décès du Défunt : \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Perte de la compagnie conjugale, *solatium doloris*, perte du soutien moral ou psychologique du Défunt, perte de jouissance de la vie : \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Troubles et inconvénients : \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Autres dommages : \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des autres dommages (Montant à indiquer à la ligne B. de la page 3 du formulaire de preuve de réclamation) \_\_\_\_\_ \$ CA**

**DESCRIPTION DES AUTRES DOMMAGES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS)**

31. Si, dans le cadre des réclamations contre Chemin de fer Montréal, Maine & Atlantique, vous réclamez d'autres dommages (c.-à-d. autres que ceux décrits dans la section ci-dessus qui porte sur les dommages réclamés à Montréal, Maine & Atlantique Canada Cie), que vous avez personnellement subis en raison du décès du Défunt, veuillez alors fournir une description complète des autres dommages ou montants que vous réclamez à Chemin de fer Montréal, Maine & Atlantique :  
(Montant à indiquer à la ligne B. de la page 3 du formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

Multiple horizontal lines for text entry.

## VII. AUTRES RENSEIGNEMENTS

32. Veuillez fournir tous les renseignements relatifs à toutes les polices d'assurance qui étaient en vigueur au moment du déraillement et qui fournissent une garantie à l'égard des réclamations faites dans le cadre de cette annexe :

	Police d'assurance A.	Police d'assurance B.
a. Nature de la police d'assurance :		
b. Nom du titulaire de la police :		
c. Montant de l'assurance :		
d. Numéro de la police :		
e. Nom et coordonnées de la compagnie d'assurance :		
f. Un paiement a-t-il été reçu? Si oui, quel était le montant de ce paiement?		
g. Y a-t-il d'autres demandes d'indemnisation en cours ou prévues?		

33. Le Créancier a-t-il reçu des paiements ou de l'aide financière de la part du gouvernement du Québec, du gouvernement du Canada, de toute municipalité, de toute personne ou de toute organisation en raison du déraillement? Si c'est le cas, veuillez indiquer les renseignements suivants :

Nom du gouvernement, du ministère, de la municipalité, de la personne ou de l'organisation fournissant l'aide financière	Montants reçus \$ CA	Date des paiements	Date de remboursement, le cas échéant

34. Si un avocat représente le Créancier, veuillez indiquer les coordonnées demandées ci-dessous :

Nom de l'avocat : \_\_\_\_\_  
Nom du cabinet d'avocats : \_\_\_\_\_  
Adresse municipale : \_\_\_\_\_  
Ville (province ou état) code postal : \_\_\_\_\_  
Adresse de courriel : \_\_\_\_\_  
Numéro de téléphone : \_\_\_\_\_

35. Fournissez les renseignements relatifs à toute poursuite que vous avez entamée en raison du déraillement :

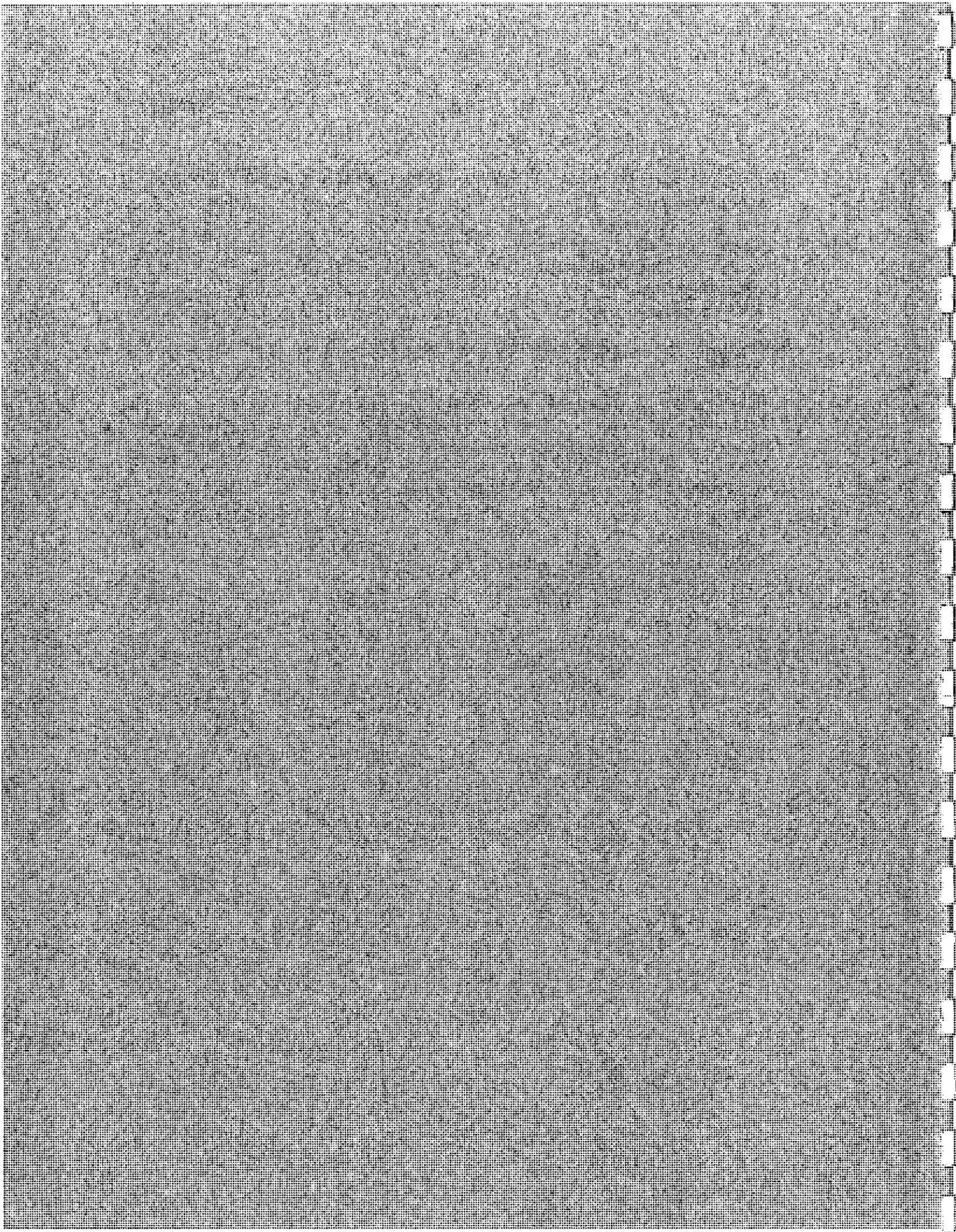
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

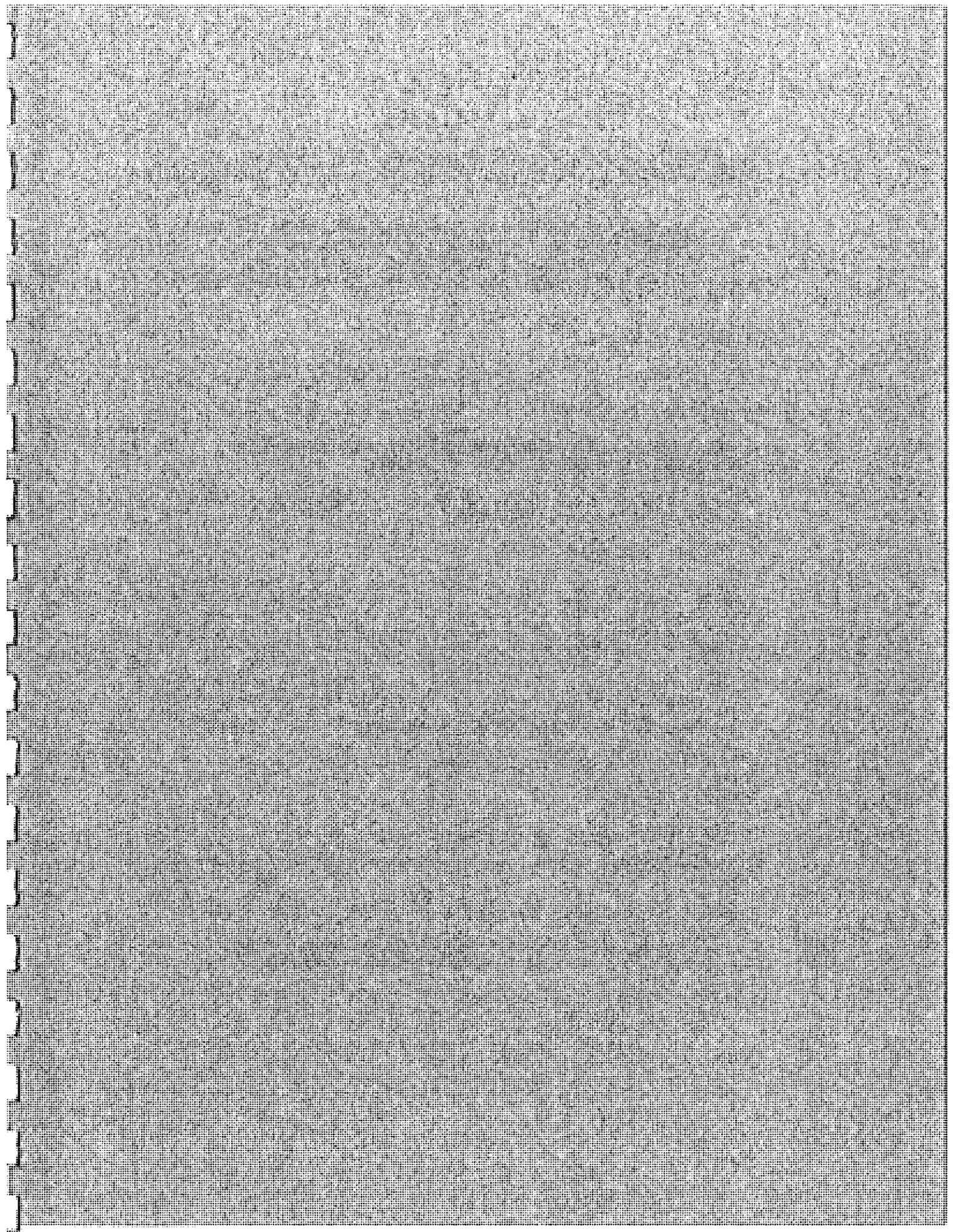
N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

Juridiction : \_\_\_\_\_

District judiciaire : \_\_\_\_\_

(Veuillez joindre une copie des procédures)





MONTREAL, MAINE & ATLANTIC CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO  
CHEMIN DE FER MONTREAL, MAINE & ATLANTIC / MONTREAL, MAINE & ATLANTIC RAILWAY LTD.

**ANNEXE 2A DU FORMULAIRE DE PREUVE DE RECLAMATION  
A REMPLIR SEULEMENT SI VOUS DEPOSEZ UNE RECLAMATION  
POUR DES DOMMAGES ECONOMIQUES, MATERIELS OU AUTRES,  
RESULTANT DES LESIONS CORPORELLES QUE VOUS AVEZ PERSONNELLEMENT SUBIES**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Créancier : \_\_\_\_\_
2. Date de naissance du Créancier (JJ-MM-AAAA) : \_\_\_\_\_

**II. RENSEIGNEMENTS SUR LES LESIONS CORPORELLES QUE LE CREANCIER A  
PERSONNELLEMENT SUBIES ET SUR SON ETAT DE SANTÉ**

3. Veuillez fournir les renseignements suivants au sujet des lésions corporelles que vous avez personnellement subies en raison du déraillement :

a. Description des lésions corporelles :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Les lésions corporelles ont-elles nécessité une hospitalisation? Oui  Non

c. Nom de l'hôpital : \_\_\_\_\_

d. Date de l'hospitalisation : \_\_\_\_\_

e. Date de congé : \_\_\_\_\_

f. Les lésions corporelles ont-elles nécessité des traitements physiques ou psychologiques?  
Oui  Non

g. Les traitements physiques ou psychologiques sont-ils encore administrés? Oui  Non

h. Veuillez décrire les traitements administrés depuis que vous avez subi les lésions corporelles et qui ont été nécessaires à la suite de ces lésions corporelles :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- i. Veuillez préciser le nom des hôpitaux, des cliniques ou des autres institutions ainsi que des personnes qui ont prescrit ou fourni tout traitement que vous avez reçu (veuillez indiquer les coordonnées complètes) :

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- j. Veuillez décrire tous les traitements à venir, leurs durées prévues et le nom des institutions qui les administreront (si vous les connaissez) :

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- k. Les lésions corporelles ont-elles entraîné une invalidité? Oui  Non

Si oui, veuillez préciser, en pourcentage, le niveau actuel de l'invalidité temporaire : \_\_\_\_\_ % ainsi que le niveau prévu d'invalidité permanente qui résultera des lésions corporelles subies : \_\_\_\_\_ %

- l. Ces pourcentages vous ont-ils été confirmés par écrit par un professionnel de la santé? Si oui, veuillez joindre cet écrit (si elle est à votre disposition) à la présente annexe et fournir les coordonnées complètes de cette personne :

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4. Veuillez décrire tout problème médical, condition médicale ou problème de santé que vous aviez avant le déraillement :

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5. Avant le déraillement, aviez-vous reçu un diagnostic, étiez-vous traité ou preniez-vous des médicaments relativement à une maladie ou à une invalidité quelconque? Si oui, veuillez préciser :

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6. Vous êtes-vous déjà vu refuser une protection d'assurance médicale pour une raison quelconque? Si oui, veuillez préciser :

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**III. AUTRES RENSEIGNEMENTS RELATIFS À UNE RÉCLAMATION FONDÉE SUR LA PERTE DE REVENU DU CRÉANCIER RÉSULTANT DES LÉSIONS CORPORELLES QU'IL A SUBIES**

(Cette section doit être remplie seulement si le Créancier réclame une perte de revenu résultant des lésions corporelles qu'il a subies.)

**Formation académique**

7. Veuillez décrire votre formation, vos études (en cours ou terminées), vos grades, vos diplômes, vos certifications, vos appartenances à des ordres professionnels ou à toute autre association professionnelle au moment du déraillement :

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**Renseignements et historique d'emploi**

8. Veuillez décrire votre emploi, le poste que vous occupiez, votre métier, votre travail ou autre occupation au moment du déraillement :

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9. S'il y a lieu, veuillez indiquer le nom de votre employeur au moment du déraillement :

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10. S'il y a lieu, veuillez préciser depuis combien de temps vous occupiez cet emploi au moment du déraillement : \_\_\_\_\_

11. S'il y a lieu, veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment du déraillement :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA      net : \_\_\_\_\_ \$ CA  
 b. annuel : brut : \_\_\_\_\_ \$ CA      net : \_\_\_\_\_ \$ CA

12. Veuillez décrire, de façon générale, votre expérience de travail :

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13. Veuillez décrire, de manière précise, votre emploi, les postes que vous avez occupés ou votre travail au cours des trois (3) années précédant le déraillement :

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14. Veuillez indiquer vos revenus annuels bruts et nets, toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :

a. 2012 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA  
 b. 2011 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA  
 c. 2010 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

15. Avez-vous perdu votre emploi, votre travail ou votre source de revenus en raison des lésions corporelles que vous avez subies dû au déraillement?  Oui  Non

a. Avez-vous reçu une compensation monétaire? Si oui, veuillez indiquer le montant \_\_\_\_\_ \$ CA et la source de la compensation monétaire :

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b. Avez-vous trouvé un nouvel emploi, un nouveau travail ou une nouvelle source de revenus depuis? Si oui, veuillez fournir le nom de votre nouvel employeur : \_\_\_\_\_ et indiquer si vous travaillez  à temps plein ou  à temps partiel.

16. Veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment de la Réclamation :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA  
 b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

**IV. DESCRIPTIONS DES DOMMAGES ÉCONOMIQUES ET MATÉRIELS RÉCLAMÉS PAR LE CRÉANCIER EN RAISON DE LÉSIONS CORPORELLES QU'IL A SUBIES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

17. Si vous réclamez des dommages économiques et matériels en raison de lésions corporelles que vous avez personnellement subies, veuillez dresser la liste complète des dommages et décrire en détail le montant, la nature et le fondement de chacun des dommages réclamés. Les catégories ci-dessous sont fournies uniquement à titre indicatif.

a. Les frais médicaux que vous avez personnellement engagés entre le 6 juillet 2013 et la date de la présente réclamation (veuillez les décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Les frais médicaux que vous prévoyez engager personnellement dans le futur (veuillez les décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Les frais de toute autre nature engagés entre le 6 juillet 2013 et la date de la présente réclamation relativement aux lésions corporelles subies (veuillez les décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Les frais de toute autre nature que vous anticipez engager personnellement en lien avec les lésions corporelles subies (veuillez les décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. La perte de revenus personnels entre le 6 juillet 2013 et la date de la présente réclamation directement liée aux lésions corporelles subies (veuillez la décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. La perte anticipée de revenus personnels futurs directement liée aux lésions corporelles subies (veuillez la décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Les autres dommages économiques ou matériels résultant des lésions corporelles subies (veuillez les décrire) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des dommages économiques et matériels (Montant à indiquer à la ligne C. de la page 3 du formulaire de preuve de réclamation)** \_\_\_\_\_ \$ CA



V. DESCRIPTION DES AUTRES DOMMAGES SUBIS PAR LE CRÉANCIER EN RAISON DE LÉSIONS CORPORELLES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA) :

19. Si vous réclamez d'autres dommages que vous avez personnellement subis en raison de vos lésions corporelles, veuillez établir la liste complète de ces dommages et décrire en détail la nature et le montant pour chaque catégorie de dommages réclamés. Les catégories ci-dessous sont fournies uniquement à titre indicatif :

a. Douleur psychologique, tristesse, angoisse, anxiété, choc nerveux, détresse émotionnelle et souffrance morale à la suite de vos lésions corporelles : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Perte de la compagnie conjugale, *solutium doloris* ou perte de jouissance de la vie : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Troubles et inconvénients : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Autres dommages : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total des autres dommages (Montant à indiquer à la ligne D. de la page 3 du formulaire de preuve de réclamation) \_\_\_\_\_ \$ CA



## VI. AUTRES RENSEIGNEMENTS

21. Veuillez fournir tous les renseignements relatifs à toutes les polices d'assurance qui étaient en vigueur au moment du déraillement et qui fournissent une garantie à l'égard des réclamations faites dans le cadre de cette annexe :

	Police d'assurance A.	Police d'assurance B.
a. Nature de la police d'assurance :		
b. Nom du titulaire de la police :		
c. Montant de l'assurance :		
d. Numéro de la police :		
e. Nom et coordonnées de la compagnie d'assurance :		
f. Un paiement a-t-il été reçu? Si oui, quel était le montant de ce paiement?		
g. Y a-t-il d'autres demandes d'indemnisation en cours ou prévues?		

22. Le Créancier a-t-il reçu des paiements ou de l'aide financière de la part du gouvernement du Québec, du gouvernement du Canada ou de toute municipalité, particulier ou organisation en raison du déraillement? Si c'est le cas, veuillez indiquer les renseignements suivants :

Nom du gouvernement, du ministère, de la municipalité, de la personne ou de l'organisation fournissant l'aide financière	Montants reçus \$ CA	Date des paiements	Date de remboursement, le cas échéant

23. Si un avocat représente le Créancier, veuillez indiquer les coordonnées demandées ci-dessous :

Nom de l'avocat : \_\_\_\_\_  
Nom du cabinet d'avocats : \_\_\_\_\_  
Adresse municipale : \_\_\_\_\_  
Ville (province ou état), code postal ou zip : \_\_\_\_\_  
Adresse de courriel : \_\_\_\_\_  
Numéro de téléphone : \_\_\_\_\_

24. Fournissez les renseignements relatifs à toute poursuite que vous avez entamée en raison du déraillement :

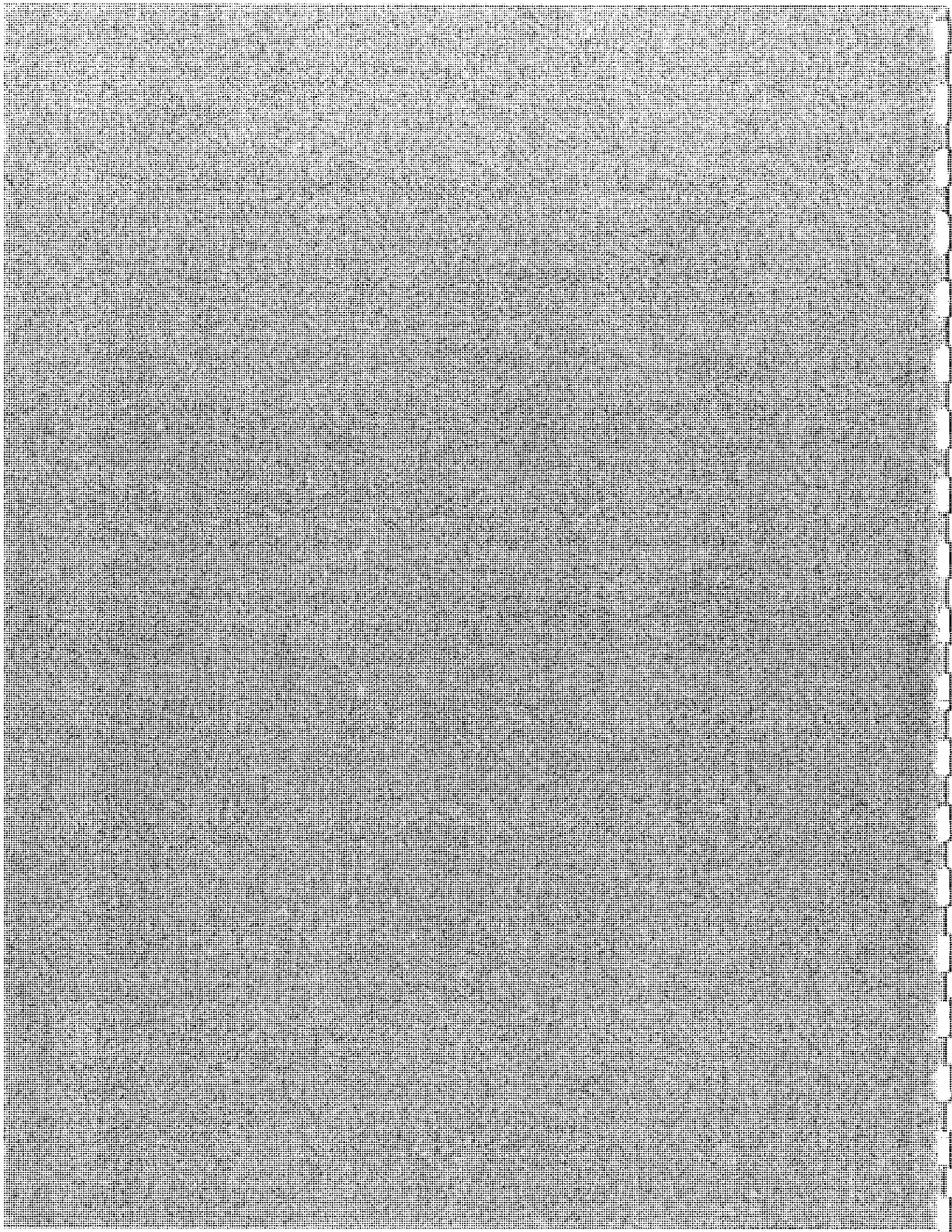
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

Juridiction : \_\_\_\_\_

District judiciaire : \_\_\_\_\_

(Veuillez joindre une copie des procédures)



MONTREAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO.  
CHEMIN DE FER MONTREAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.

**ANNEXE 2B DU FORMULAIRE DE PREUVE DE RECLAMATION**  
**À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RECLAMATION DE DOMMAGES**  
**ÉCONOMIQUES, MATÉRIELS OU AUTRES RÉSULTANT DES**  
**LÉSIONS CORPORELLES (QUI N'ONT PAS ENTRAÎNÉ LA MORT)**  
**SUBIES PAR UNE AUTRE PERSONNE**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Créancier : \_\_\_\_\_
2. Date de naissance du Créancier (JJ-MM-AAAA) : \_\_\_\_\_

**II. RENSEIGNEMENTS AU SUJET DE LA PERSONNE BLESSÉE**

3. Nom de la Personne blessée : \_\_\_\_\_
4. Date de naissance de la Personne blessée (JJ-MM-AAAA) : \_\_\_\_\_
5. Parmi les choix suivants, veuillez sélectionner celui qui s'applique à votre situation. La personne blessée est mon ou ma:
  - Conjoint(e)
  - Conjoint(e) de fait (si vous sélectionnez cette option, veuillez indiquer depuis combien de temps vous étiez dans cette union : \_\_\_\_\_)
  - Enfant
  - Mère
  - Père
  - Frère
  - Sœur

Si aucun des choix ci-dessus ne s'applique, veuillez préciser et décrire la nature de votre lien :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Veuillez fournir les renseignements suivants au sujet de la Personne blessée :

- a. Si la Personne blessée était mariée au moment où les lésions corporelles ont été subies, veuillez indiquer le nom et l'âge du conjoint, la date du mariage et l'adresse postale municipale du conjoint au moment où les lésions corporelles ont été subies :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Si la Personne blessée était dans une union avec un conjoint de fait au moment où les lésions corporelles ont été subies, veuillez indiquer le nom et l'âge du conjoint de fait, l'adresse et la date à laquelle ils ont emménagé ensemble :

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- c. Si la Personne blessée était divorcée ou séparée au moment où les lésions corporelles ont été subies, veuillez indiquer le nom et l'âge du ou des anciens conjoints et toute obligation de paiement versée ou due ou tout soutien financier fourni à l'ancien ou aux anciens conjoints par la Personne blessée :

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- d. Si la Personne blessée était divorcée ou séparée au moment où les lésions corporelles ont été subies, veuillez indiquer le nom et l'âge du ou des anciens conjoints et toute obligation de paiement versée ou due ou tout soutien financier fourni à la Personne blessée par l'ancien ou les anciens conjoints :

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- e. Veuillez indiquer les noms et âges des enfants de la Personne blessée. Veuillez indiquer si les enfants vivaient toujours à la maison avec la Personne blessée au moment où les lésions corporelles ont été subies :

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- f. Veuillez dresser la liste des membres de la famille ou des personnes, autres que celles mentionnées ci-dessus, qui étaient à la charge de la Personne blessée et qui recevaient ou devaient recevoir un paiement ou du soutien financier de la part de la Personne blessée. Veuillez indiquer leur nom, leur âge et les montants reçus ou dus :

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**III. RENSEIGNEMENTS SUR LES LÉSIONS CORPORELLES SUBIES PAR LA PERSONNE BLESSÉE**

7. À votre connaissance, la Personne blessée a-t-elle déposé une preuve de réclamation à titre de Créancier en raison des lésions corporelles qu'elle a subies (**Annexe 2A**)?  Oui  Non  
(Si oui, vous pouvez passer à la Section V de la présente Annexe si la Personne blessée a fourni les renseignements ci-dessous.)

8. Veuillez fournir les renseignements demandés ci-dessous relativement aux lésions corporelles subies par la Personne blessée :

a. Description des lésions corporelles :

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b. Les lésions corporelles ont-elles nécessité une hospitalisation?  Oui  Non

c. Nom de l'hôpital : \_\_\_\_\_

d. Date de l'admission à l'hôpital : \_\_\_\_\_

e. Date du congé : \_\_\_\_\_

f. Les lésions corporelles ont-elles nécessité des traitements physiques ou psychologiques?  
 Oui  Non

g. Les traitements physiques ou psychologiques sont-ils encore administrés?  Oui  Non

h. Veuillez décrire les traitements administrés à la Personne blessée en raison des lésions corporelles qu'elle a subies :

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i. Veuillez préciser le nom des hôpitaux, des cliniques ou des autres institutions et des personnes qui ont prescrit ou fourni tout traitement que la Personne blessée a reçu (veuillez indiquer les coordonnées complètes) :

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- j. Veuillez décrire tous les traitements à venir, leurs durées et calendriers prévus ainsi que le nom des institutions qui les administreront (si ces renseignements sont connus) :

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- k. Les lésions corporelles ont-elles entraîné une invalidité?  Oui  Non

Si oui, veuillez indiquer le niveau actuel d'invalidité temporaire : \_\_\_\_\_ % ainsi que le niveau prévu d'invalidité permanente qui résultera des lésions corporelles subies : \_\_\_\_\_ %.

- l. Ces pourcentages vous ont-ils été confirmés par un professionnel de la santé? Si oui, veuillez fournir les coordonnées complètes de cette personne :

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- m. La Personne blessée s'est-elle trouvée incapable de travailler en raison des lésions corporelles qu'elle a subies? Si oui, à quel moment a eu lieu l'absence du travail et pendant combien de jours l'absence a-t-elle perduré?

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**IV. ÉTAT DE SANTÉ DE LA PERSONNE BLESSÉE AU MOMENT DU DÉRAILLEMENT**

9. Veuillez décrire, au mieux de vos connaissances, tout problème médical, condition médicale ou problème de santé de la Personne blessée avant le déraillement :

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10. Avant le déraillement, la Personne blessée avait-elle reçu un diagnostic, était-elle traitée ou prenait-elle des médicaments relativement à une maladie ou à une invalidité quelconque? Si oui, veuillez préciser :

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11. La Personne blessée s'était-elle vue refuser une protection d'assurance médicale pour une raison quelconque? Si oui, veuillez préciser :

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**V. AUTRES RENSEIGNEMENTS RELATIFS À UNE RÉCLAMATION CONCERNANT LA PERTE DE REVENU OU DE SOUTIEN ÉCONOMIQUE PAR LE CRÉANCIER EN RAISON DES LÉSIONS CORPORELLES SUBIES PAR UNE AUTRE PERSONNE**

(Cette section doit être remplie seulement si le Créancier réclame une perte de revenu ou de soutien économique résultant de lésions corporelles subies par une autre personne, qui n'ont pas entraîné la mort.)

**Formation académique de la Personne blessée**

12. Veuillez décrire la formation, les études (en cours ou terminées), les grades, les diplômes, les certifications, les appartenances à des ordres professionnels ou à toute autre association professionnelle de la Personne blessée au moment du déraillement :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Renseignements et historique d'emploi de la Personne blessée**

13. S'il y a lieu, veuillez décrire l'emploi, le poste occupé, le métier, le travail ou autre occupation de la Personne blessée, au moment du déraillement :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. S'il y a lieu, veuillez indiquer le nom de l'employeur de la Personne blessée au moment du déraillement :

\_\_\_\_\_

15. S'il y a lieu, veuillez indiquer la durée de l'emploi : \_\_\_\_\_

16. S'il y a lieu, veuillez indiquer les revenus bruts et nets de la Personne blessée, toutes sources de revenus confondues, au moment du déraillement :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA  
b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

17. Veuillez décrire, de façon générale, l'expérience de travail de la Personne blessée, au moment du déraillement :

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18. Veuillez décrire, de manière précise, l'emploi, les postes ou le travail de la Personne blessée au cours des trois (3) années précédant le déraillement :

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19. Veuillez indiquer les revenus annuel bruts et nets de la Personne blessée toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :

a. 2012 :	brut :	_____ \$ CA	net :	_____ \$ CA
b. 2011 :	brut :	_____ \$ CA	net :	_____ \$ CA
c. 2010 :	brut :	_____ \$ CA	net :	_____ \$ CA

#### Renseignements et historique d'emploi du Créancier

20. Étiez-vous à la charge de la Personne blessée ou receviez-vous du soutien financier de la part de la Personne blessée au moment du déraillement?  Oui  Non

Si oui, quel montant receviez-vous au moment du déraillement (veuillez indiquer le montant \$ CA et la période \_\_\_\_\_).

21. S'il y a lieu, veuillez décrire votre emploi, le poste que vous occupiez, votre métier, votre travail ou autre occupation au moment du déraillement :

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22. S'il y a lieu, veuillez indiquer le nom de votre employeur au moment du déraillement :

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23. S'il y a lieu, veuillez préciser depuis combien de temps vous occupiez cet emploi au moment du déraillement : \_\_\_\_\_

24. S'il y a lieu, veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment du déraillement :
- a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
- b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
25. Veuillez décrire, de façon générale, votre expérience de travail :
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
26. Veuillez décrire, de manière précise, votre emploi, les postes que vous avez occupés ou votre travail au cours des trois (3) années précédant le déraillement :
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
27. Veuillez indiquer vos revenus annuels bruts et nets, toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :
- a. 2012 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
- b. 2011 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
- c. 2010 : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
28. Est-ce que votre situation ou votre statut d'emploi a changé depuis le déraillement?  
 Oui  Non  
 Si oui, veuillez donner des détails concernant votre situation actuelle :
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
29. Veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment de la Réclamation :
- d. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
- e. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA
30. Êtes-vous à la charge d'une autre personne ou recevez-vous du soutien financier d'une autre personne depuis le déraillement?  Oui  Non
- Si oui, veuillez indiquer le nom de cette personne : \_\_\_\_\_
- Le lien qui vous unit à cette personne : \_\_\_\_\_
- Les montants que vous avez reçus : \_\_\_\_\_ \$ CA
- Les montants que vous prévoyez recevoir : \_\_\_\_\_ \$ CA
- Jusqu'à quelle date : \_\_\_\_\_

**VI. DESCRIPTION DES DOMMAGES ÉCONOMIQUES ET MATÉRIELS SUBIS PAR LE CRÉANCIER EN RAISON DE LÉSIONS CORPORELLES QUI N'ONT PAS ENTRAÎNÉ LA MORT D'UNE AUTRE PERSONNE (POUR LES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE AU CANADA)**

31. Si vous réclamez des dommages économiques et matériels que vous avez personnellement subis en raison de lésions corporelles n'ayant pas entraîné la mort subies par une autre personne, veuillez dresser la liste complète des dommages et décrire en détail le montant, la nature et le fondement de chacun des dommages réclamés. Les catégories suivantes sont fournies à titre purement indicatif :

a. Frais que vous n'auriez pas autrement engagés depuis le 6 juillet 2013 jusqu'à la date de la présente réclamation (veuillez donner une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Frais futurs de toute autre nature que vous prévoyez engager et que nous n'auriez pas autrement engagés (veuillez donner une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Perte de revenu personnel depuis le 6 juillet 2013 jusqu'à la date de la présente réclamation (veuillez expliquer pourquoi vous avez subi une perte de revenu en raison des lésions corporelles d'une autre personne n'ayant pas entraîné la mort) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Perte prévue de revenu personnel futur (veuillez expliquer pourquoi vous subirez une perte de revenu en raison des lésions corporelles d'une autre personne n'ayant pas entraîné la mort) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Perte de soutien économique provenant de la Personne blessée (veuillez expliquer pourquoi vous avez subi la perte de soutien économique en raison des lésions corporelles d'une autre personne n'ayant pas entraîné la mort) : \_\_\_\_\_ \$ CA

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Perte prévue de soutien économique futur provenant de la Personne blessée (veuillez expliquer pourquoi vous subirez une perte de soutien économique en raison des lésions corporelles d'une autre personne n'ayant pas entraîné la mort) : \_\_\_\_\_ \$ CA

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Tout autre dommage économique résultant de lésions corporelles d'une autre personne n'ayant pas entraîné la mort (veuillez expliquer) :

\_\_\_\_\_ \$ CA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total des dommages économiques et matériels**  
**(Montant à indiquer à la ligne E. de la page 3 du formulaire de**  
**preuve de réclamation)**

\_\_\_\_\_ \$ CA



**VII. DESCRIPTION DES AUTRES DOMMAGES SUBIS PAR LE CRÉANCIER EN RAISON DE LÉSIONS CORPORELLES SUBIES PAR UNE AUTRE PERSONNE ET QUI N'ONT PAS ENTRAÎNÉ LA MORT (POUR LES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIC CANADA CIE AU CANADA)**

33. Si vous réclamez autre dommage de cette nature que vous avez personnellement subis en raison de lésions corporelles subies par une autre personne et qui n'ont pas entraîné la mort, veuillez établir la liste complète de ces dommages et décrire en détail la nature et le montant pour chaque catégorie de dommages réclamés. Les catégories suivantes sont fournies à titre purement indicatif :

a. Souffrances psychologiques, tristesse, angoisse, anxiété, choc nerveux, détresse émotionnelle et souffrances en raison des lésions corporelles subies par la Personne blessée :

\_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Perte de la compagnie conjugale, perte du soutien moral ou psychologique de la Personne blessée, perte de jouissance de la vie :

\_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Troubles et inconvénients :

\_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Autres dommages : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des autres dommages**  
**(Montant à indiquer à la ligne F. de la page 3 du formulaire de**  
**preuve de réclamation)**

\_\_\_\_\_ \$ CA



## VIII AUTRES RENSEIGNEMENTS

35. Veuillez fournir tous les renseignements relatifs à toutes les polices d'assurance qui étaient en vigueur au moment du déraillement et qui fournissent une garantie à l'égard des réclamations faites dans le cadre de cette annexe :

	Police d'assurance A	Police d'assurance B
a. Nature de la police d'assurance :		
b. Nom du titulaire de la police :		
c. Montant de l'assurance :		
d. Numéro de la police :		
e. Nom et coordonnées de la compagnie d'assurance :		
f. Un paiement a-t-il été reçu? Si oui, quel était le montant de ce paiement?		
g. Y a-t-il d'autres demandes d'indemnisation en cours ou prévues?		

36. Le Créancier a-t-il reçu des paiements ou de l'aide financière de la part du gouvernement du Québec, du gouvernement du Canada ou de toute municipalité, particulier ou organisation en raison du déraillement? Si c'est le cas, veuillez indiquer les renseignements suivants :

Nom du gouvernement, du ministère, de la municipalité, de la personne ou de l'organisation fournissant l'aide financière :	Montants reçus (\$ CA)	Date des paiements	Date de remboursement, le cas échéant

37. Si un avocat représente le Créancier, veuillez indiquer les coordonnées demandées ci-dessous :

Nom de l'avocat : \_\_\_\_\_

Nom du cabinet d'avocats : \_\_\_\_\_

Adresse municipale : \_\_\_\_\_

Ville (province ou état), code postal: \_\_\_\_\_

Adresse de courriel : \_\_\_\_\_

Numéro de téléphone : \_\_\_\_\_

38. Fournissez les renseignements relatifs à toute poursuite que vous avez entamée en raison du déraillement :

Nom des parties : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

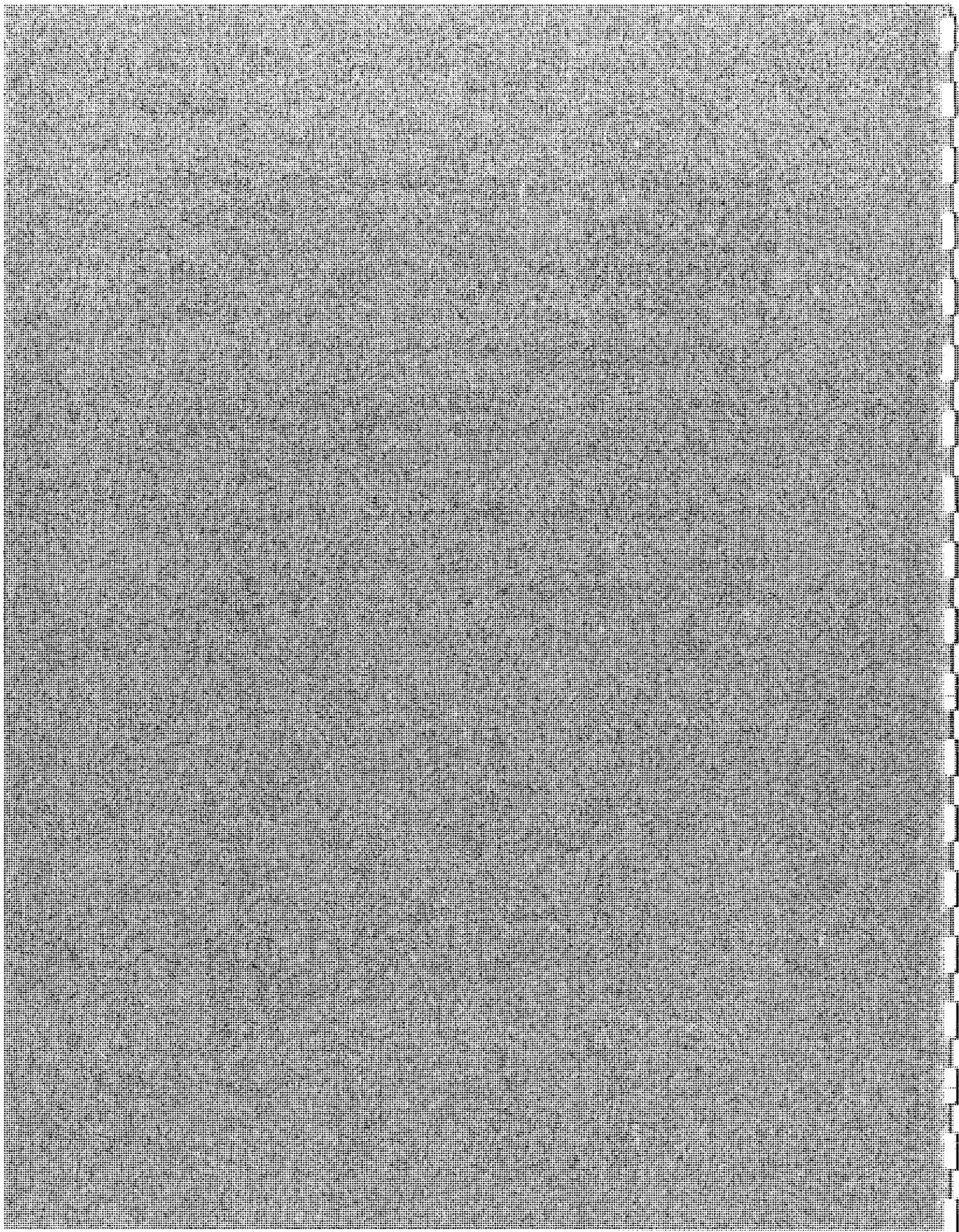
\_\_\_\_\_

N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

Jurisdiction : \_\_\_\_\_

District judiciaire : \_\_\_\_\_

(Veuillez joindre une copie des procédures)



**MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.**

**ANNEXE 3A DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION CONCERNANT  
DES DOMMAGES MATÉRIELS, ÉCONOMIQUES OU AUTRES, SUBIS  
PAR UN PARTICULIER (ET NON UNE ENTREPRISE) ET  
NE RÉSULTANT PAS DE LÉSIONS CORPORELLES OU DU DÉCÈS D'UNE PERSONNE**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Créancier : \_\_\_\_\_
2. Date de naissance du Créancier (JJ-MM-AAAA) : \_\_\_\_\_

**II. INDEX**

3. Si vous réclamez des dommages matériels à un bien dont vous êtes propriétaire, veuillez remplir la section III (page 1).
4. Si vous réclamez des dommages résultant de la perte d'usage d'un bien dont vous êtes propriétaire ou que vous utilisez, veuillez remplir la section IV (page 8).
5. Si vous réclamez des dommages pour perte de revenus en raison d'une interruption de vos activités commerciales ou d'une perte d'emploi résultant du déraillement, veuillez remplir la section V (page 13).
6. Si vous réclamez d'autres dommages, veuillez remplir la section VI (page 17).

**III. DOMMAGES MATÉRIELS AUX BIENS APPARTENANT AU CRÉANCIER (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

*(Veuillez remplir cette section seulement si vous réclamez des dommages matériels à vos biens.)*

*(Donnez des renseignements complets au sujet des dommages matériels aux biens appartenant au Créancier résultant du déraillement. Veuillez fournir les documents justificatifs relativement aux dommages matériels, incluant le montant et la description de la transaction donnant lieu à la réclamation. Veuillez joindre les factures, les preuves de paiement, les évaluations et les estimations. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

7. Veuillez fournir tous les détails sur la manière dont les biens ont été détruits ou endommagés :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Veuillez fournir l'adresse ou les adresses de l'emplacement de vos biens qui ont subi des dommages matériels, au moment du déraillement :
  - a) Rue : \_\_\_\_\_
  - b) Ville : \_\_\_\_\_
  - c) Code postal : \_\_\_\_\_

9. La valeur de mes biens qui ont été détruits en raison du déraillement et qui ne seront pas remplacés est répartie comme suit :

a) Biens immeubles :

- i. Résidence \_\_\_\_\_ \$ CA
- ii. Autres immeubles ou biens immeubles (p. ex. remises, paysagement) (veuillez les décrire) \_\_\_\_\_ \$ CA

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b) S'il y a lieu, biens meubles matériels (physiques) à usage personnel :

- i. Mobilier \_\_\_\_\_ \$ CA
- ii. Automobiles \_\_\_\_\_ \$ CA
- iii. Bijoux \_\_\_\_\_ \$ CA
- iv. Appareils électroniques \_\_\_\_\_ \$ CA
- v. Appareils ménagers \_\_\_\_\_ \$ CA
- vi. Vêtements \_\_\_\_\_ \$ CA
- vii. Ordinateurs \_\_\_\_\_ \$ CA
- viii. Autres (veuillez fournir une description) \_\_\_\_\_ \$ CA

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c) Les biens immatériels (non physiques) (p. ex., des photos ou des données numériques) : \_\_\_\_\_ \$ CA

d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Valeur totale de biens détruits qui ne seront pas remplacés  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

10. J'ai déjà engagé les frais suivants pour réparer ou remplacer en totalité ou en partie mon bien endommagé ou détruit en raison du déraillement (excluant les frais de décontamination de l'environnement et de restauration), répartis comme suit :

a) Biens immeubles :

i. Résidence \_\_\_\_\_ \$ CA

ii. Autres immeubles ou biens immeubles (p. ex. remises, paysagement) (veuillez les décrire) \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) S'il y a lieu, biens meubles matériels (physiques) à usage personnel :

i. Mobilier \_\_\_\_\_ \$ CA

ii. Automobiles \_\_\_\_\_ \$ CA

iii. Bijoux \_\_\_\_\_ \$ CA

iv. Appareils électroniques \_\_\_\_\_ \$ CA

v. Appareils ménagers \_\_\_\_\_ \$ CA

vi. Vêtements \_\_\_\_\_ \$ CA

vii. Ordinateurs \_\_\_\_\_ \$ CA

viii. Autres (veuillez fournir une description) \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Les biens immatériels (non physiques) (p. ex., des photos ou des données numériques) : \_\_\_\_\_ \$ CA

d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

11. Je devrai engager des frais supplémentaires pour réparer ou remplacer en totalité ou en partie mon bien endommagé ou détruit en raison du déraillement (excluant les frais de décontamination de l'environnement et de restauration) estimés et répartis comme suit :

a) Biens immeubles :

- i. Résidence \_\_\_\_\_ \$ CA
- ii. Autres immeubles ou biens immeubles (p. ex. remises, paysagement) (veuillez les décrire) \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

b) S'il y a lieu, biens meubles matériels (physiques) à usage personnel :

- i. Mobilier \_\_\_\_\_ \$ CA
- ii. Automobiles \_\_\_\_\_ \$ CA
- iii. Bijoux \_\_\_\_\_ \$ CA
- iv. Appareils électroniques \_\_\_\_\_ \$ CA
- v. Appareils ménagers \_\_\_\_\_ \$ CA
- vi. Vêtements \_\_\_\_\_ \$ CA
- vii. Ordinateurs \_\_\_\_\_ \$ CA
- viii. Autres (veuillez fournir une description) \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

c) Les biens immatériels (non physiques) (p. ex., des photos ou des données numériques) : \_\_\_\_\_ \$ CA

d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total des frais déjà engagés et/ou frais supplémentaires estimés à engager pour remplacer mon bien en totalité ou en partie**  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

12. J'ai déjà engagé des frais pour la décontamination et la remise en état de mes biens, répartis comme suit (si les renseignements sont disponibles) :

- a) Décontamination des sols et de l'eau souterraine : \_\_\_\_\_ \$ CA
- b) Décontamination des biens immeubles (excluant les sols et l'eau souterraine) : \_\_\_\_\_ \$ CA
- c) Décontamination des biens meubles (p. ex. le mobilier et les équipements) : \_\_\_\_\_ \$ CA
- d) Honoraires des experts-conseils en environnement : \_\_\_\_\_ \$ CA
- e) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

13. Je devrai engager des frais supplémentaires pour la décontamination et la remise en état de mes biens, estimés et répartis comme suit (si les renseignements sont disponibles) :

- a) Décontamination des sols et de l'eau souterraine : \_\_\_\_\_ \$ CA
- b) Décontamination des biens immeubles (excluant les sols et l'eau souterraine) : \_\_\_\_\_ \$ CA
- c) Décontamination des biens meubles (p. ex. le mobilier et les équipements) : \_\_\_\_\_ \$ CA
- d) Honoraires des experts-conseils en environnement : \_\_\_\_\_ \$ CA
- e) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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**Total des frais déjà engagés et/ou frais supplémentaires estimés à engager pour la décontamination et la remise en état de mes biens (Montant à indiquer à la page 6)** \_\_\_\_\_ **\$ CA**

**DOMMAGES MATÉRIELS AUX BIENS (DANS LE CADRE DES PROCÉDURES  
D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

Valeur totale de biens détruits qui ne seront pas remplacés \_\_\_\_\_ \$ CA  
(De la page 2)

Montant total des frais déjà engagés et/ou frais supplémentaire  
estimés à engager pour remplacer mon bien en totalité ou en  
partie \_\_\_\_\_ \$ CA  
(De la page 4)

Montant total des frais déjà engagés et/ou frais supplémentaire  
estimés à engager pour la décontamination et la remise en état  
de mes biens \_\_\_\_\_ \$ CA  
(De la page 5)

**Total des dommages matériels aux biens**  
**(Montant à indiquer à la ligne G. de la page 4 du formulaire**  
**de preuve de réclamation) \_\_\_\_\_ \$ CA**



**IV. DOMMAGES RÉSULTANT DE LA PERTE D'USAGE D'UN BIEN APPARTENANT À OU UTILISÉ PAR LE CRÉANCIER (AUTRE QUE LA PERTE DE REVENUS) (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

*(Veuillez remplir cette section seulement si vous réclamez des dommages pour la perte d'usage du bien que vous possédez ou du bien que vous louez.)*

*(Donnez des renseignements complets au sujet de la réclamation pour la perte d'usage d'un bien résultant du déraillement. Veuillez fournir les documents justificatifs, les titres de propriété ou des droits d'utilisation (p. ex. les baux) du bien de même que les factures, les preuves de paiement, les évaluations et les estimations des frais supplémentaires prévus. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

15. Veuillez fournir tous les détails sur la manière dont le bien a été détruit ou endommagé :

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16. Description du bien dont l'usage a été perdu :

a. Adresse du bien (dans le cas de plusieurs biens, veuillez fournir l'adresse de chacun d'eux) :

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b. Étiez-vous locataire ou propriétaire du bien? (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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c. Utilisez-vous le bien à des fins personnelles ou commerciales? (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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d. S'il y a lieu, à quelle date avez-vous complètement perdu l'usage du bien? (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- e. S'il y a lieu, à quelle date avez-vous partiellement perdu l'usage du bien? (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- f. S'il y a lieu, à quelle date avez-vous retrouvé l'usage du bien? (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- g. Si vous n'avez pas encore retrouvé l'usage du bien à ce jour, veuillez indiquer la date à laquelle vous prévoyez retrouver son usage (dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- h. Si la perte d'usage du bien n'a été que partielle, veuillez décrire, au mieux de vos connaissances, dans quelle mesure l'usage du bien a été perdu, durant quelles périodes il a été perdu et quel était l'usage restant durant ces périodes. (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- i. Veuillez décrire les raisons ou les événements ayant conduit à la perte d'usage complète ou partielle de votre bien (p. ex. dommages ou destruction en raison d'un incendie ou d'autres causes, contamination du bien, accès au bien restreint par les autorités). (Dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- j. Si vous étiez locataire du bien dont l'usage a été perdu, avez-vous versé un loyer durant la période au cours de laquelle vous aviez perdu l'usage du bien? Si oui, quel montant?

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- k. Si vous étiez locataire du bien dont l'usage a été perdu, avez-vous reçu un dédommagement, une réduction de loyer ou un crédit ou toute autre forme de compensation de la part du locateur en raison de la perte d'usage? Si oui, quel montant?

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- l. Précisez le montant que vous réclamez pour la perte totale d'usage du bien (dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux)? \_\_\_\_\_ \$ CA

Décrivez en détail le montant réclamé pour la perte totale d'usage du bien fourni à la question précédente (c.-à-d. comment vous l'avez calculé) (dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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- m. Précisez le montant que vous réclamez pour la perte partielle d'usage du bien (dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux)? \_\_\_\_\_ \$ CA

Décrivez en détail le montant réclamé pour la perte partielle d'usage du bien fourni à la question précédente (c.-à-d. comment vous l'avez calculé) (dans le cas de plusieurs biens, veuillez fournir les détails pour chacun d'eux) :

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17. Veuillez fournir les montants de tous les autres frais additionnels engagés en raison de la perte d'usage de biens :

- a. Frais de déménagement : \_\_\_\_\_ \$ CA
- b. Frais d'entreposage : \_\_\_\_\_ \$ CA
- c. Frais d'hôtel : \_\_\_\_\_ \$ CA
- d. Frais de repas : \_\_\_\_\_ \$ CA
- e. Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA

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18. Veuillez fournir les descriptions et les montants des autres dommages, s'il y a lieu, subis en raison de la perte d'usage du bien (autres que les dommages économiques et les pertes de revenus) (dans le cas de plusieurs biens, veuillez fournir les descriptions et montants pour chacun d'eux) : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total des dommages résultant de la perte d'usage d'un bien (Montant à indiquer à la ligne H. de la page 4 du formulaire de preuve de réclamation) \_\_\_\_\_ \$ CA



V. DESCRIPTION DES DOMMAGES LIÉS À UNE PERTE DE REVENUS D'UN PARTICULIER DÙ À L'INTERRUPTION DES ACTIVITÉS OU D'UNE PERTE D'EMPLOI EN RAISON DU DÉRAILLEMENT (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)

*(Veuillez remplir cette section seulement si vous réclamez des dommages pour perte de revenus si vous avez perdu votre travail ou votre emploi ou subi une réduction de vos heures de travail en raison d'une interruption des activités ou si vous avez perdu votre emploi, en raison du déraillement.)*

*(Donnez des renseignements complets au sujet de la perte de revenus résultant du déraillement. Veuillez fournir les talons de paie et les registres de paie de l'employé et toute autre documentation pertinente. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

20. Décrivez, au mieux de vos connaissances, les raisons de la perte d'emploi ou de l'interruption des activités ayant conduit à votre perte de revenus (p. ex. destruction de votre bien ou de celui de votre employeur par un incendie ou une autre cause, contamination de votre bien ou de celui de votre employeur, accès au bien restreint par les autorités, ou interruption du transport ferroviaire) :

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21. Veuillez décrire votre formation académique, vos études (en cours ou terminées), vos grades, vos diplômes, vos certifications, vos appartenances à des ordres professionnels ou à toute autre association professionnelle :

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22. Quelle était votre situation au moment du déraillement :

- Employé à temps plein  
 Employé à temps partiel (veuillez indiquer le nombre d'heures travaillées par semaine : \_\_\_\_\_)  
 Travailleur autonome

23. S'il y a lieu, veuillez décrire votre emploi, le poste que vous occupiez, votre métier, ou votre travail, au moment du déraillement :

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24. S'il y a lieu, veuillez indiquer le nom de votre employeur au moment du déraillement :  
\_\_\_\_\_
25. S'il y a lieu, veuillez préciser depuis combien de temps vous occupiez cet emploi au moment du déraillement : \_\_\_\_\_
26. S'il y a lieu, veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment du déraillement :
- |                   |                    |                   |
|-------------------|--------------------|-------------------|
| a. hebdomadaire : | brut : _____ \$ CA | net : _____ \$ CA |
| b. annuel :       | brut : _____ \$ CA | net : _____ \$ CA |
27. Veuillez décrire, de façon générale, votre expérience de travail :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
28. Veuillez décrire, de manière précise, votre emploi, les postes que vous avez occupés ou votre travail au cours des trois (3) années précédant le déraillement :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
29. Veuillez indiquer vos revenus annuels bruts et nets, toutes sources de revenus confondues, au cours des trois (3) années précédant le déraillement :
- |           |                    |                   |
|-----------|--------------------|-------------------|
| a. 2012 : | brut : _____ \$ CA | net : _____ \$ CA |
| b. 2011 : | brut : _____ \$ CA | net : _____ \$ CA |
| c. 2010 : | brut : _____ \$ CA | net : _____ \$ CA |
30. Avez-vous reçu une compensation monétaire en lien avec votre perte d'emploi, de travail ou de source de revenus, résultant du déraillement? Si oui, veuillez indiquer le montant : \_\_\_\_\_ \$ CA
31. Quelle est la source de la compensation monétaire, le cas échéant?  
\_\_\_\_\_  
\_\_\_\_\_
32. Avez-vous trouvé un nouvel emploi, un nouveau travail ou une nouvelle source de revenus depuis? Si oui, veuillez fournir le nom de votre nouvel employeur : \_\_\_\_\_ et indiquer si vous travaillez  à temps plein ou  à temps partiel.

33. Veuillez indiquer vos revenus bruts et nets, toutes sources de revenus confondues, au moment de la Réclamation :

a. hebdomadaire : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA  
b. annuel : brut : \_\_\_\_\_ \$ CA net : \_\_\_\_\_ \$ CA

34. Veuillez décrire comment vous avez calculé le montant de perte de revenus que vous réclamez :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des dommages liés à une perte de revenus en raison  
du déraillement  
(Montant à indiquer à la ligne I. de la page 4 du formulaire de  
preuve de réclamation)**

\_\_\_\_\_ \$ CA

**DESCRIPTION DES DOMMAGES LIÉS À UNE PERTE DE REVENUS (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE, AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS) :**

35. Si, dans le cadre des réclamations contre Chemin de fer Montréal, Maine & Atlantique, vous réclamez d'autres dommages pour pertes de revenus en raison d'une perte d'emploi ou d'une interruption des activités ou d'autres dommages (c.-à-d. autres que ceux décrits dans la section ci-dessus qui porte sur les dommages réclamés à Montréal, Maine & Atlantique Canada Cie), veuillez alors fournir une description complète des autres dommages ou montants que vous réclamez à Chemin de fer Montréal, Maine & Atlantique :  
(Montant à indiquer à la ligne I. de la page 4 du formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

Lined area for providing a description of damages and amounts.

**VI. DESCRIPTION DES AUTRES DOMMAGES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA) :**

*(Veuillez remplir cette section seulement si vous réclamez d'autres dommages ne résultant pas de lésions corporelles ou d'un décès.)*

36. Si vous réclamez d'autres dommages que vous avez personnellement subis (mais qui ne résultent pas d'un décès ou de lésions corporelles), veuillez établir la liste complète de ces dommages et décrire en détail la nature et le montant pour chaque catégorie de dommages réclamés. Les catégories suivantes sont fournies à titre purement indicatif :

a. Douleur psychologique, tristesse, angoisse, anxiété, détresse émotionnelle et souffrance morale ne résultant pas d'un décès ou de lésions corporelles : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Perte de compagnie conjugale, perte de soutien moral ou psychologique ou perte de jouissance de la vie : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Troubles et inconvénients : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Autres dommages : \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des autres dommages**  
**(Montant à indiquer à la ligne J. de la page 4 du formulaire de**  
**preuve de réclamation) \_\_\_\_\_ \$ CA**

**DESCRIPTION DES AUTRES DOMMAGES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS) :**

37. Si, dans le cadre des réclamations contre Chemin de fer Montréal, Maine & Atlantique, vous réclamez d'autres dommages (qui ne résultent pas d'un décès ou de lésions corporelles) ou d'autres montants (c.-à-d. autres que ceux décrits dans la section ci-dessus qui porte sur les dommages réclamés à Montréal, Maine & Atlantique Canada Cie), veuillez alors fournir une description complète des autres dommages ou montants que vous réclamez à Chemin de fer Montréal, Maine & Atlantique :  
(Montant à indiquer à la ligne J. de la page 4 du formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

[Area with horizontal lines for providing a description of damages or amounts.]

## VII. AUTRES RENSEIGNEMENTS

38. Veuillez fournir tous les renseignements relatifs à toute police d'assurance qui était en vigueur au moment du déraillement et qui fournissent une garantie à l'égard des réclamations faites dans le cadre de cette annexe :

	Police d'assurance A.	Police d'assurance B.
a. Nature de la police d'assurance :		
b. Nom du titulaire de la police :		
c. Montant de l'assurance :		
d. Numéro de la police :		
e. Nom et coordonnées de la compagnie d'assurance :		
f. Un paiement a-t-il été reçu? Si oui, quel était le montant de ce paiement?		
g. Y a-t-il d'autres demandes d'indemnisation en cours ou prévues?		

39. Le Créancier a-t-il reçu des paiements ou de l'aide financière de la part du gouvernement du Québec, du gouvernement du Canada ou de toute municipalité, particulier ou organisation en raison du déraillement? Si c'est le cas, veuillez indiquer les renseignements suivants :

Nom du gouvernement, du ministère, de la municipalité, de la personne ou de l'organisation fournissant l'aide financière	Montants reçus (\$ CA)	Date des paiements	Date de remboursement, le cas échéant

40. Si un avocat vous représente, veuillez indiquer les coordonnées demandées ci-dessous:

Nom de l'avocat : \_\_\_\_\_  
Nom du cabinet d'avocats : \_\_\_\_\_  
Adresse municipale : \_\_\_\_\_  
Ville (province ou état), code postal : \_\_\_\_\_  
Adresse de courriel : \_\_\_\_\_  
Numéro de téléphone : \_\_\_\_\_

41. Fournissez les renseignements relatifs à toute poursuite entamée en raison du dérangement :

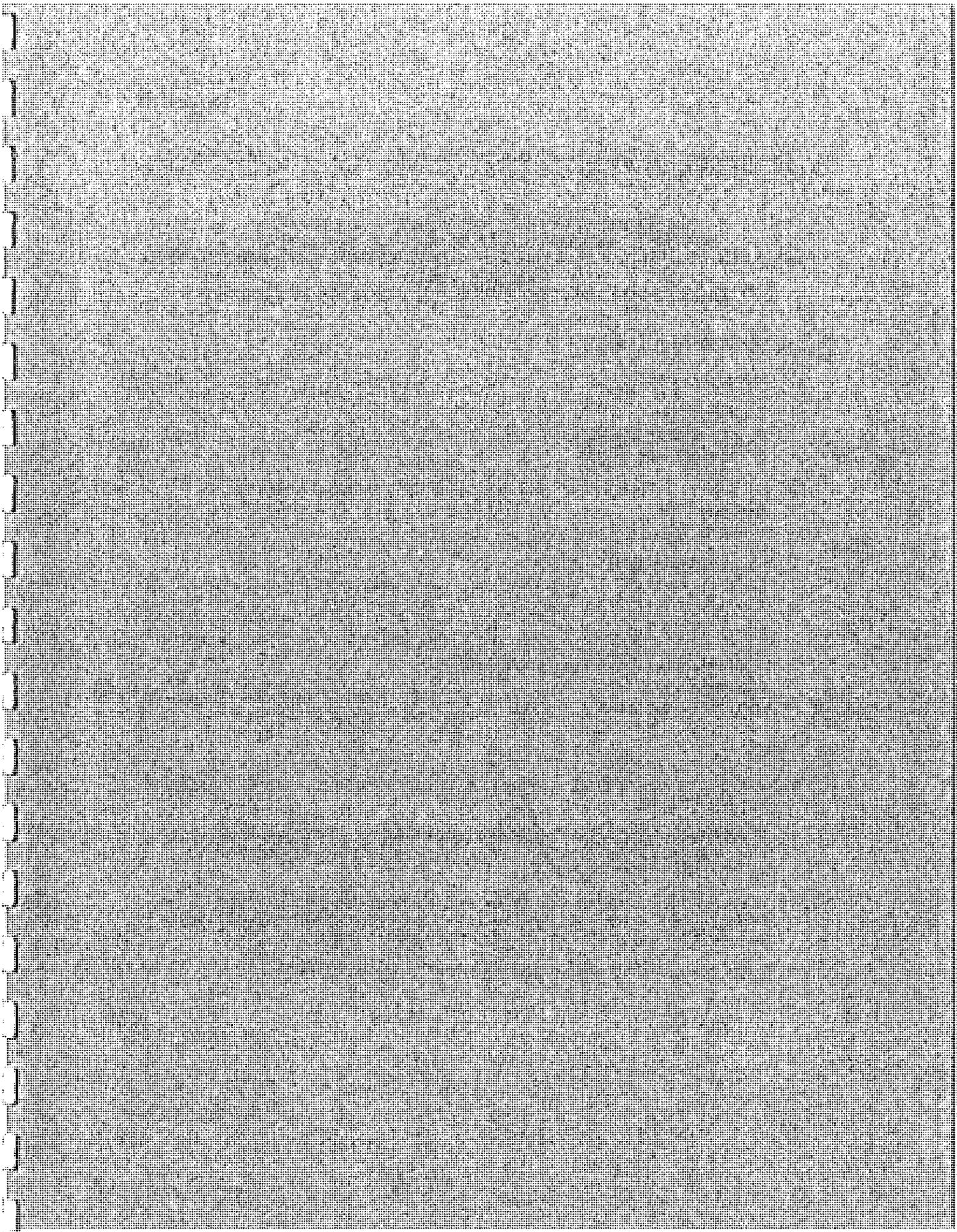
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

Juridiction : \_\_\_\_\_

District judiciaire : \_\_\_\_\_

(Veuillez joindre une copie des procédures.)



MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO.  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.

**ANNEXE 3B DU FORMULAIRE DE PREUVE DE RÉCLAMATION**  
**À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION**  
**CONCERNANT DES DOMMAGES MATÉRIELS, ÉCONOMIQUES OU AUTRES DOMMAGES, SUBIS**  
**PAR UNE ENTREPRISE ET**  
**NE RÉSULTANT PAS DE LÉSIONS CORPORELLES OU DU DÉCÈS D'UNE PERSONNE**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Créancier : \_\_\_\_\_
2. Le Créancier est :  
 une société par actions;  
 une société de personnes.
3. Si le Créancier a un numéro de TPS et un numéro de TVQ, veuillez les indiquer :  
Numéro de TPS : \_\_\_\_\_  
Numéro de TVQ : \_\_\_\_\_
4. Veuillez indiquer le type d'entreprise :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Veuillez fournir le nom et l'adresse de l'établissement :  
Adresse municipale : \_\_\_\_\_  
Ville (province) code postal : \_\_\_\_\_

**II. INDEX**

6. Si vous réclamez des dommages matériels à un bien dont vous êtes propriétaire, veuillez remplir la section III (page 2).
7. Si vous réclamez des dommages résultant de la perte d'usage d'un bien que vous détenez ou utilisez à des fins commerciales (y compris les dommages pour interruption des activités), veuillez remplir la section IV (page 7).
8. Si vous réclamez des dommages ne résultant pas de la perte d'usage d'un bien que vous détenez ou utilisez en lien avec l'entreprise (y compris les dommages pour interruption des activités) en raison du déraillement, veuillez remplir la section V (page 12).
9. Si vous réclamez d'autres dommages, veuillez remplir la section VI (page 16).

**III. DOMMAGES MATÉRIELS À UN BIEN APPARTENANT AU CRÉANCIER (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

*(Veuillez remplir cette section seulement si vous réclamez des dommages matériels aux biens de l'entreprise.)*

*(Donnez des renseignements complets au sujet des dommages matériels aux biens appartenant au Créancier résultant du déraillement. Veuillez fournir les états financiers audités, non audités ou internes des trois (3) derniers exercices précédant le déraillement, ainsi que les résultats financiers depuis le déraillement, les factures de réparations ou de construction et toute autre documentation pertinente relative aux dommages matériels, notamment le montant et la description de l'opération donnant lieu à la réclamation. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

10. Veuillez fournir tous les détails sur la manière dont les biens ont été détruits ou endommagés :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. Veuillez fournir l'adresse ou les adresses de l'emplacement du bien du Créancier qui a subi des dommages matériels au moment du déraillement

- a) Rue : \_\_\_\_\_
- b) Ville : \_\_\_\_\_
- c) Code postal : \_\_\_\_\_

12. La valeur des biens du Créancier qui ont été détruits en raison du déraillement et qui ne seront pas remplacés est répartie comme suit :

- a) Biens immeubles (p. ex. immeubles, hangars, aménagement paysager) : \_\_\_\_\_ \$ CA
- b) Biens meubles matériels (physiques) à usage professionnel (p. ex. équipement, stocks) : \_\_\_\_\_ \$ CA
- c) Biens immatériels (p. ex. données, liste de clients) : \_\_\_\_\_ \$ CA
- d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Valeur totale des biens détruits qui ne seront pas remplacés  
(Montant à indiquer à la page 5) \_\_\_\_\_ \$ CA

13. Le Créancier a déjà engagé les frais suivants pour réparer ou remplacer en totalité ou en partie le bien endommagé ou détruit en raison du déraillement (excluant les frais de décontamination de l'environnement et de restauration), répartis comme suit :

- a) Biens immeubles (p. ex. immeubles, hangars, aménagement paysager) : \_\_\_\_\_ \$ CA
- b) Biens meubles matériels (physiques) à usage professionnel (p. ex. équipement, stocks) : \_\_\_\_\_ \$ CA
- c) Biens immatériels (p. ex. données, liste de clients) : \_\_\_\_\_ \$ CA
- d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

14. Le Créancier devra engager des frais supplémentaires pour réparer ou remplacer en totalité ou en partie le bien endommagé ou détruit en raison du déraillement (excluant les frais de décontamination de l'environnement et de restauration), estimés et répartis comme suit :

- a) Biens immeubles (p. ex. immeubles, hangars, aménagement paysager) : \_\_\_\_\_ \$ CA
- b) Biens meubles matériels (physiques) à usage professionnel (p. ex. équipement, stocks) : \_\_\_\_\_ \$ CA
- c) Biens immatériels (p. ex. données, liste de clients) : \_\_\_\_\_ \$ CA
- d) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Total des frais déjà engagés et/ou frais supplémentaires estimés à engager pour réparer ou remplacer en totalité ou en partie le bien endommagé (Montant à indiquer à la page 5)**

\_\_\_\_\_ \$ CA

15. Le Créancier a déjà engagé des frais pour la décontamination et la remise en état de ses biens, répartis comme suit (si les renseignements sont disponibles) :

- a) Décontamination des sols et de l'eau souterraine : \_\_\_\_\_ \$ CA
- b) Décontamination des biens immeubles (excluant les sols et l'eau souterraine) : \_\_\_\_\_ \$ CA
- c) Décontamination des biens meubles (p. ex. le mobilier et les équipements) : \_\_\_\_\_ \$ CA
- d) Honoraires des experts-conseils en environnement : \_\_\_\_\_ \$ CA
- e) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

16. Le Créancier devra engager des frais supplémentaires pour la décontamination et la remise en état de ses biens, estimés et répartis comme suit (si les renseignements sont disponibles):

- a) Décontamination des sols et de l'eau souterraine : \_\_\_\_\_ \$ CA
- b) Décontamination des biens immeubles (excluant les sols et l'eau souterraine) : \_\_\_\_\_ \$ CA
- c) Décontamination des biens meubles (p. ex. le mobilier et les équipements) : \_\_\_\_\_ \$ CA
- d) Honoraires des experts-conseils en environnement : \_\_\_\_\_ \$ CA
- e) Autres (veuillez fournir une description) : \_\_\_\_\_ \$ CA
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Total des frais déjà engagés et/ou frais supplémentaires estimés à engager pour la décontamination et la remise en état des biens du Créancier**  
**(Montant à indiquer à la page 5)** \_\_\_\_\_ \$ CA

**DOMMAGES MATÉRIELS À UN BIEN (DANS LE CADRE DES PROCÉDURES  
D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

Valeur totale des biens détruits qui ne seront pas remplacés  
(De la page 2) \_\_\_\_\_ CA \$

Total des frais déjà engagés et/ou frais supplémentaires estimés  
à engager pour réparer ou remplacer en totalité ou en partie le  
bien endommagé  
(De la page 3) \_\_\_\_\_ CA \$

Total des frais déjà engagés et/ou frais supplémentaires estimés  
à engager pour la décontamination et la remise en état des biens  
du Créancier  
(De la page 4) \_\_\_\_\_ CA \$

**Total des dommages matériels à un bien**  
(Montant à indiquer à la ligne K. de la page 4 du formulaire  
de preuve de réclamation) \_\_\_\_\_ CA \$



**IV. DOMMAGES LIÉS À UNE PERTE D'USAGE D'UN BIEN APPARTENANT À OU UTILISÉ PAR LE CRÉANCIER À DES FINS COMMERCIALES (Y COMPRIS LES DOMMAGES POUR INTERRUPTION DES ACTIVITÉS) (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

*(Donnez des renseignements complets au sujet des dommages résultant de la perte d'usage d'un bien appartenant au Créancier ou pour lequel le Créancier possède un droit d'utilisation (p. ex. un bail) à des fins commerciales (y compris les pertes liées à l'interruption des activités), résultant du déraillement. Veuillez fournir les documents justificatifs, y compris les états financiers audités, non audités ou internes des trois (3) derniers exercices précédant le déraillement ainsi que les résultats financiers depuis le déraillement, les titres de propriété ou les droits d'utilisation (p. ex. les baux) du bien de même que les factures, les preuves de paiement, les évaluations et les estimations des frais supplémentaires. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

18. Veuillez fournir les renseignements suivants au sujet des périodes d'interruption des activités :

- a) Date d'interruption partielle ou complète des activités : \_\_\_\_\_
- b) Date de reprise partielle ou complète des activités ou date de l'interruption partielle des activités (s'il y a lieu) : \_\_\_\_\_

19. Veuillez décrire les raisons ayant conduit à la perte d'usage complète du bien par l'entreprise pendant lesdites périodes (p. ex. destruction en raison d'un incendie, contamination du bien, accès au bien restreint par les autorités ou interruption du trafic ferroviaire) :

\_\_\_\_\_

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20. Veuillez fournir les renseignements suivants au sujet de l'entreprise :

Fin de l'exercice	Chiffre d'affaires annuel	Revenus nets annuels (avant impôt)
2013 (s'il y a lieu)	\$ CA	\$ CA
2012	\$ CA	\$ CA
2011	\$ CA	\$ CA
2010	\$ CA	\$ CA



23. Veuillez décrire en détail les frais supplémentaires engagés par le Créancier en raison de la perte d'usage d'un bien appartenant à ou utilisé par le Créancier à des fins commerciales. Les catégories suivantes sont fournies à titre purement indicatif.

a) Frais supplémentaires engagés et frais futurs anticipés par le Créancier pour le déménagement des opérations en raison de la perte d'usage d'un bien immeuble (veuillez donner une description) :

\_\_\_\_\_ \$ CA

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b) Frais supplémentaires engagés et frais futurs anticipés par le Créancier pour le déménagement et l'entreposage de l'équipement ou des stocks en raison de la perte d'usage d'un bien immeuble (veuillez donner une description) :

\_\_\_\_\_ \$ CA

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c) Frais engagés par le Créancier pour des indemnités versées aux employés qui ont été temporairement ou définitivement licenciés en raison de la perte d'usage d'un bien immeuble (excluant les prestations accumulées et les cessations d'emploi de plein droit) :

\_\_\_\_\_ \$ CA

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d) Autres frais engagés ou dommages subis par le Créancier en raison de la perte d'usage du bien (veuillez donner une description) :

\_\_\_\_\_ \$ CA

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Total des dommages liés à une perte d'usage d'un bien (Montant à indiquer à la ligne L. de la page 4 du formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA



**V. DESCRIPTION DES DOMMAGES COMMERCIAUX (Y COMPRIS LES DOMMAGES POUR INTERRUPTION DES ACTIVITÉS) NE RÉSULTANT PAS DE LA PERTE D'USAGE D'UN BIEN APPARTENANT À OU UTILISÉ PAR LE CRÉANCIER (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)**

*(Donnez des renseignements complets au sujet des dommages subis par le Créancier en lien avec l'entreprise, mais ne résultant pas de la perte d'usage d'un bien appartenant au Créancier ou pour lequel le Créancier possède un droit d'utilisation (p. ex. un bail), résultant du déraillement du 6 juillet 2013. Veuillez fournir les documents justificatifs, y compris les états financiers audités, non audités ou internes des trois (3) derniers exercices précédant le déraillement ainsi que les résultats financiers depuis le déraillement, les titres de propriété ou les droits d'utilisation (p. ex. les baux) du bien de même que les factures, les preuves de paiement, les évaluations et les estimations. Veuillez annexer des pages ou des documents supplémentaires, au besoin, pour fournir une description complète.)*

25. Veuillez fournir les renseignements suivants au sujet des périodes d'interruption des activités :

a) Date d'interruption partielle ou complète des activités : \_\_\_\_\_

b) Date de reprise partielle ou complète des activités (s'il y a lieu) : \_\_\_\_\_

26. Veuillez décrire les raisons de l'interruption des activités :

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27. Veuillez fournir les renseignements suivants au sujet de l'entreprise :

Fin de l'exercice	Chiffre d'affaires annuel	Revenus nets annuels (avant impôt)
2013 (s'il y a lieu)	\$ CA	\$ CA
2012	\$ CA	\$ CA
2011	\$ CA	\$ CA
2010	\$ CA	\$ CA

28. Chiffre d'affaires annuel et revenus nets annuels durant la même période que la période d'interruption des activités, au cours des trois (3) années précédant le déraillement :

Fin de l'exercice	Performance passée	Période d'interruption complète des activités	Période d'interruption partielle des activités
2013	Chiffre d'affaires (s'il y a lieu)	\$ CA	\$ CA
	Revenus nets (s'il y a lieu)	\$ CA	\$ CA
2012	Chiffre d'affaires	\$ CA	\$ CA
	Revenus nets	\$ CA	\$ CA
2011	Chiffre d'affaires	\$ CA	\$ CA
	Revenus nets	\$ CA	\$ CA
2010	Chiffre d'affaires	\$ CA	\$ CA
	Revenus nets	\$ CA	\$ CA

29. Veuillez décrire en détail le montant et le fondement des montants réclamés comme pertes liées à l'interruption des activités. Les catégories suivantes sont fournies à titre purement indicatif.

a) Réclamation concernant la perte liée à l'interruption complète des activités, y compris les pertes futures anticipées (veuillez donner une description) :

\_\_\_\_\_ \$ CA

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b) Réclamation concernant la perte liée à l'interruption partielle des activités, y compris les pertes futures anticipées (veuillez donner une description) :

\_\_\_\_\_ \$ CA

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30. Veuillez décrire en détail les frais supplémentaires engagés par le Créancier en lien avec l'entreprise et ne résultant pas de la perte d'usage d'un bien appartenant à ou utilisé par le Créancier à des fins commerciales :

\_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Autres frais engagés ou dommages subis par le Créancier en lien avec l'entreprise et ne résultant pas de la perte d'usage du bien, s'il y a lieu (veuillez donner une description) :

\_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total des dommages commerciaux ne résultant pas de la perte d'usage d'un bien (Montant à indiquer à la ligne M. de la page 4 du formulaire de preuve de réclamation)**

\_\_\_\_\_ \$ CA

**DESCRIPTION DES DOMMAGES COMMERCIAUX (Y COMPRIS LES DOMMAGES POUR INTERRUPTION DES ACTIVITÉS) NE RÉSULTANT PAS DE LA PERTE D'USAGE D'UN BIEN APPARTENANT À OU UTILISÉ PAR LE CRÉANCIER (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE CHEMINS DE FER MONTRÉAL, MAINE & ATLANTIQUE AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS)**

32. Si, dans le cadre des réclamations contre Chemin de fer Montréal, Maine & Atlantique, le Créancier réclame d'autres dommages économiques en lien avec l'entreprise et ne résultant pas de la perte d'usage d'un bien appartenant à ou utilisé par le Créancier à des fins commerciales ou des montants différents (c.-à-d. autres que ceux décrits dans la section ci-dessus qui porte sur les dommages réclamés à Montréal, Maine & Atlantique Canada Cie), veuillez alors fournir une description complète des autres dommages ou montants que vous réclamez à Chemin de fer Montréal, Maine & Atlantique :  
(Montant à indiquer à la ligne M. de la page 4 du formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

Horizontal lines for providing details of damages or amounts.

VI. DESCRIPTION DES AUTRES DOMMAGES (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE, AU CANADA)

33. Si le Créancier réclame des dommages à Montréal, Maine & Atlantique Canada Cie ou à Chemin de fer Montréal, Maine & Atlantique en raison d'une responsabilité assumée ou d'obligations dues en vertu d'une entente ou d'un contrat conclu entre le Créancier et Montréal, Maine & Atlantique Canada Cie ou Chemin de fer Montréal, Maine & Atlantique. Veuillez indiquer le montant total des dommages réclamés aux termes d'une telle entente ou d'un tel contrat et fournir une copie dudit contrat ou de ladite entente :

\_\_\_\_\_ \$ CA

34. Veuillez décrire tout autre dommage réclamé en lien avec l'entreprise du Créancier, s'il y a lieu :

\_\_\_\_\_ \$ CA

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Total des autres dommages  
(Montant à indiquer à la ligne N. de la page 4 du formulaire  
de preuve de réclamation)

\_\_\_\_\_ \$ CA



## VII. AUTRES RENSEIGNEMENTS

36. Veuillez fournir tous les renseignements relatifs à toute police d'assurance qui était en vigueur au moment du déraillement et qui fournissent une garantie à l'égard des réclamations faites dans le cadre de cette annexe:

	Police d'assurance A.	Police d'assurance B. (avant Impôt)
a. Nature de la police d'assurance :		
b. Nom du titulaire de la police :		
c. Montant de l'assurance :		
d. Numéro de la police :		
e. Nom et coordonnées de la compagnie d'assurance :		
f. Un paiement a-t-il été reçu? Si oui, quel était le montant de ce paiement?		
g. Y a-t-il d'autres demandes d'indemnisation en cours ou prévues?		

37. Le Créancier a-t-il reçu des paiements ou de l'aide financière de la part du gouvernement du Québec, du gouvernement du Canada, de toute municipalité, de toute personne ou de toute organisation en raison du déraillement? Si c'est le cas, veuillez indiquer les renseignements suivants :

Nom du gouvernement, du ministère, de la municipalité, de la personne ou de l'organisation fournissant l'aide financière	Montants reçus \$ CA	Date des paiements	Date de remboursement, s'il y a lieu

38. Si un avocat représente le Créancier, veuillez indiquer les coordonnées demandées ci-dessous :

Nom de l'avocat : \_\_\_\_\_  
Nom du cabinet d'avocats : \_\_\_\_\_  
Adresse municipale : \_\_\_\_\_  
Ville (province ou état), code postal: \_\_\_\_\_  
Adresse de courriel : \_\_\_\_\_  
Numéro de téléphone : \_\_\_\_\_

39. Fournissez les renseignements relatifs à toute poursuite que vous avez entamée en raison du déraillement:

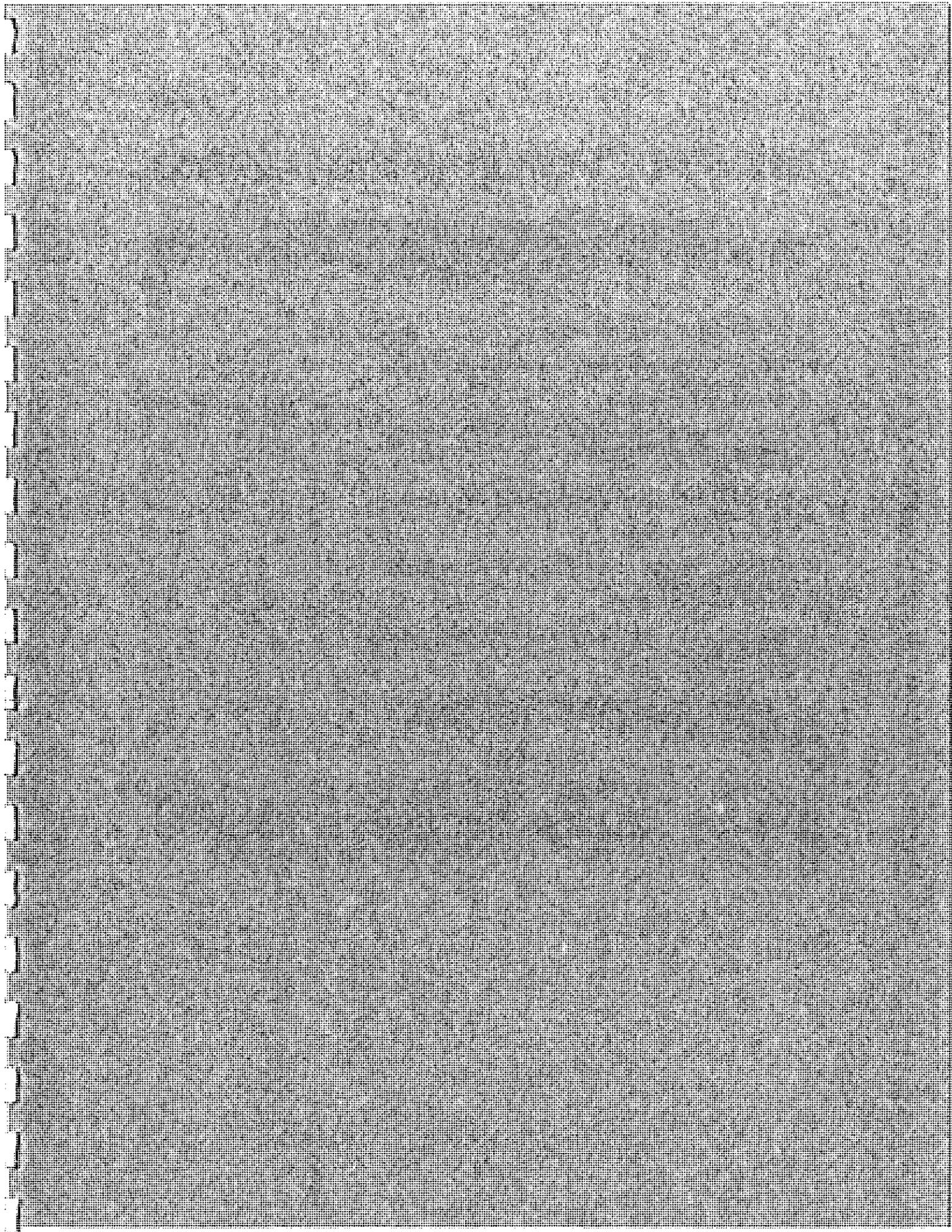
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N° du dossier de Cour de la poursuite civile  
en cours : \_\_\_\_\_

Juridiction : \_\_\_\_\_

District judiciaire : \_\_\_\_\_

(Veuillez joindre une copie des procédures.)



MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO.  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD

**ANNEXE 4 DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION SUBROGÉ D'UN ASSUREUR,  
DIRECTEMENT LIÉE À DES DOMMAGES SUBIS EN RAISON DU DÉRAILLEMENT DU 6 JUILLET  
SURVENU À LAC-MÉGANTIC**

1. Nom du Créancier (compagnie d'assurance) : \_\_\_\_\_
  
2. Montant des indemnités versées et à verser en vertu de polices  
d'assurance de biens : \_\_\_\_\_ \$ CA  
(Tel que calculé à la page 2)
  
3. Montant des indemnités versées et à verser en vertu de polices  
d'assurance responsabilité civile : \_\_\_\_\_ \$ CA  
(Tel que calculé à la page 3)
  
4. Montant des indemnités versées et à verser en vertu de polices  
d'assurance vie : \_\_\_\_\_ \$ CA  
(Tel que calculé à la page 4)
  
5. Montant des indemnités versées et à verser en vertu de polices  
d'assurance invalidité : \_\_\_\_\_ \$ CA  
(Tel que calculé à la page 5)
  
6. Montants des indemnités versées et à verser en vertu de toute autre  
police d'assurance : \_\_\_\_\_ \$ CA  
(Tel que calculé à la page 6)
  
- Total de la réclamation subrogé présentée par un assureur :**  
**(Montant à indiquer à la ligne O. à la page 4 du formulaire de**  
**preuve de réclamation) \_\_\_\_\_ \$ CA**

*(Veuillez fournir des précisions sur toutes les indemnités d'assurance versées à la suite du déraillement, y compris le nom de l'assuré, son adresse, le type d'assurance, le numéro de police, les montants versés ainsi que la garantie en vertu de laquelle le montant de l'indemnité est versé sur les annexes ci-jointes -- utilisez des pages supplémentaires au besoin. De plus, veuillez inclure une copie de toute demande d'indemnisation qui vous a été présentée et de tout chèque émis relativement à une demande d'indemnisation approuvée.)*

ANNEXE 4

7. Veuillez fournir tous les détails concernant toute indemnité d'assurance versée aux titulaires de police en raison du déraillement en vertu de polices d'assurance de biens :

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)	Indiquer la dépréciation du bien
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

8. D'autres réclamations d'assurance sont-elles en cours de traitement en vertu de polices d'assurance de biens? Si oui, veuillez dresser la liste des réclamations en cours et fournir le montant des paiements qui seront versés ultérieurement, ou une estimation si le montant n'a pas encore été déterminé.

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement futur (\$ CA)	Indiquer la dépréciation du bien
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total des paiements et des estimations des réclamations pour d'assurance de biens à être payées \_\_\_\_\_ \$ CA

9. Veuillez fournir tous les détails concernant toute indemnité d'assurance versée aux titulaires de police en raison du déraillement en vertu de polices d'assurance responsabilité civile :

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)	Indiquer la nature de la responsabilité civile de l'assuré
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

10. D'autres réclamations d'assurance sont-elles en cours de traitement en vertu de polices d'assurance responsabilité civile? Si oui, veuillez dresser la liste des réclamations en cours et fournir le montant des paiements qui seront versés ultérieurement, ou une estimation si le montant n'a pas encore été déterminé.

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement futur (\$ CA)	Indiquer la nature de la responsabilité civile de l'assuré
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total des paiements et des estimations des réclamations pour d'assurance responsabilité civile à être payés \_\_\_\_\_ \$ CA

11. Veuillez fournir tous les détails concernant toute indemnité d'assurance versée aux titulaires de police en raison du déraillement en vertu de polices d'assurance vie :

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

12. D'autres réclamations d'assurance sont-elles en cours de traitement en vertu de polices d'assurance vie? Si oui, veuillez dresser la liste des réclamations en cours et fournir le montant des paiements qui seront versés ultérieurement, ou une estimation si le montant n'a pas encore été déterminé.

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement futur (\$ CA)
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

Total des paiements et des estimations des réclamations pour d'assurance vie à être payées \_\_\_\_\_ \$ CA

13. Veuillez fournir tous les détails concernant toute indemnité d'assurance versée aux titulaires de police en raison du déraillement en vertu de polices d'assurance invalidité :

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)	Indiquer la nature de l'invalidité
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

14. D'autres réclamations d'assurance sont-elles en cours de traitement en vertu de polices d'assurance invalidité? Si oui, veuillez dresser la liste des réclamations en cours et fournir le montant des paiements qui seront versés ultérieurement, ou une estimation si le montant n'a pas encore été déterminé.

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement futur (\$ CA)	Indiquer la nature de l'invalidité
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total des paiements et des estimations des réclamations pour d'assurance invalidité à être payées \_\_\_\_\_ \$ CA

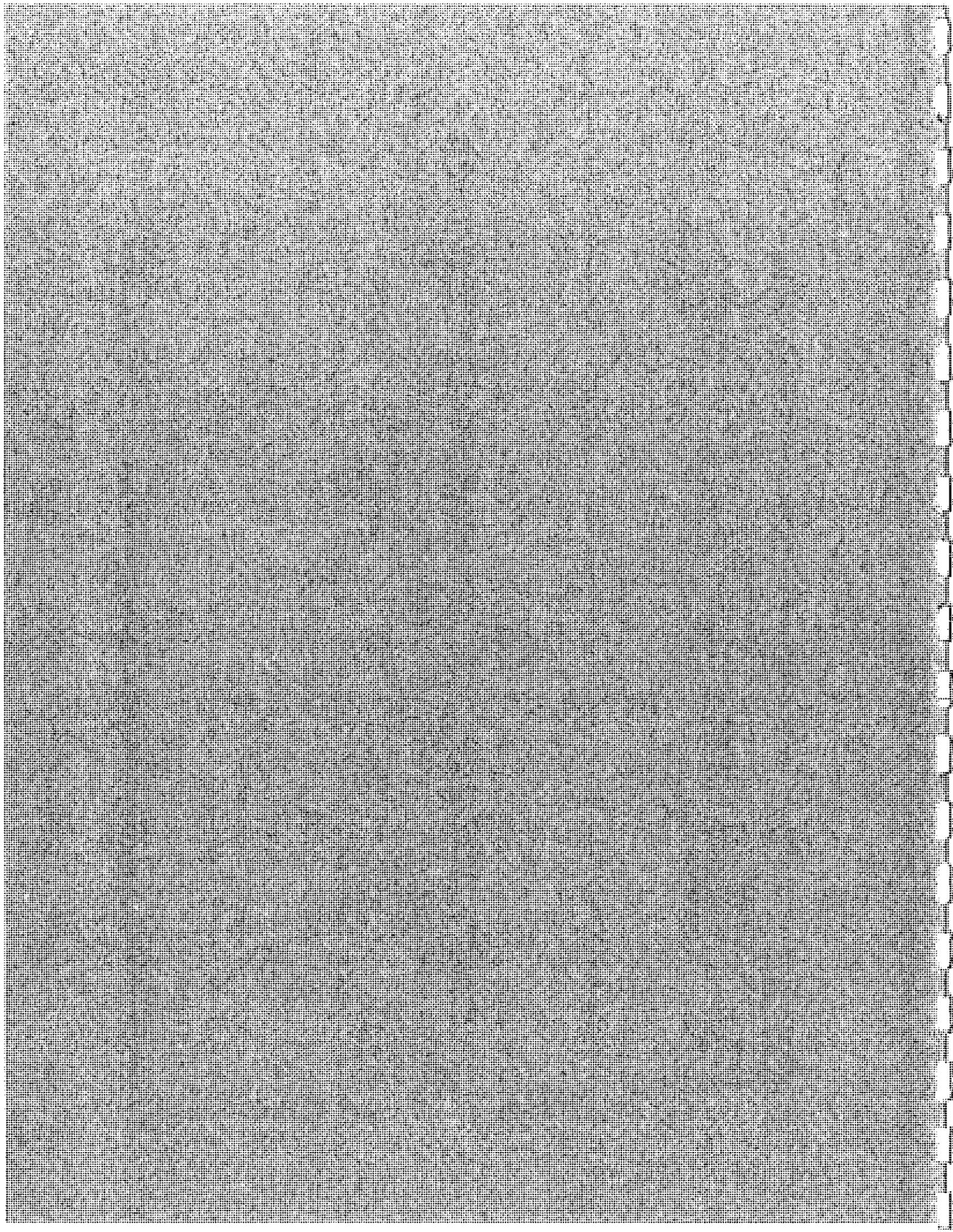
15. Veuillez fournir tous les détails concernant toute indemnité d'assurance versée aux titulaires de police en raison du déraillement en vertu de toute autre police d'assurance :

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)	Autres
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

16. D'autres réclamations d'assurance sont-elles en cours de traitement en vertu de toute autre police d'assurance? Si oui, veuillez dresser la liste des réclamations en cours et fournir le montant des paiements qui seront versés ultérieurement, ou une estimation si le montant n'a pas encore été déterminé.

Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement futur (\$ CA)	Autres
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total des paiements et des estimations des autres réclamations pour d'assurance à être payées \_\_\_\_\_ \$ CA



**MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO.  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY LTD**

**ANNEXE 5 DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION POUR LE GOUVERNEMENT  
OU LA MUNICIPALITÉ**

1. Nom du ministère, de l'organisme gouvernemental ou de la municipalité : \_\_\_\_\_
2. Veuillez décrire la nature de la réclamation :

**A. Réclamation pour faits, dommages, dettes ou obligations liés à l'environnement**

**MONTANTS RÉCLAMÉS À MONTRÉAL, MAINE &  
ATLANTIQUE CANADA CIE (DANS LE CADRE DES  
PROCÉDURES D'INSOLVABILITÉ AU CANADA) :**

- i. Montant total payé pour la réparation de faits ou dommages liés à l'environnement (Section 11.8 (8) et 11.8 (9) LACC) : \_\_\_\_\_ \$ CA  
*(Veuillez fournir tous les détails relatifs aux paiements effectués jusqu'à ce jour, y compris une description des travaux de nettoyage, ainsi que des études environnementales et des tests effectués, et fournir les factures connexes.)*
- ii. Estimation du montant total restant à payer pour la réparation de faits ou dommages liés à l'environnement (Section 11.8 (8) et 11.8 (9) LACC) : \_\_\_\_\_ \$ CA  
*(Veuillez fournir des détails sur l'estimation des coûts de nettoyage et de tout autre coût restant à payer.)*
- iii. Autres dettes ou obligations liés à l'environnement, le cas échéant (Veuillez fournir une description) : \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total de la réclamation pour faits, dommages, dettes ou obligations liés à l'environnement :**  
(Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

**MONTANTS RÉCLAMÉS À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS)**  
(Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Paiements versés aux résidents / aux victimes

**MONTANTS RÉCLAMÉS À MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA) :**

i. Montant total des paiements versés aux résidents / aux victimes de Lac-Mégantic ou d'ailleurs \_\_\_\_\_ \$ CA  
*(Veuillez fournir une liste détaillée des paiements versés aux résidents / aux victimes de Lac-Mégantic, en indiquant la nature du paiement, le nom de la personne, son adresse et le montant versé pour chaque personne.)*

ii. Estimation du montant total des paiements à verser ultérieurement aux résidents / aux victimes de Lac-Mégantic ou d'ailleurs \_\_\_\_\_ \$ CA  
*(Veuillez fournir des détails sur les paiements qui seront versés ultérieurement, le cas échéant, aux citoyens de Lac-Mégantic.)*

**Montant total des paiements (et de l'estimation du montant des paiements à verser ultérieurement) versés aux résidents / aux victimes :**  
**(Montant à indiquer à la page 6)** \_\_\_\_\_ \$ CA

**MONTANTS RÉCLAMÉS À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS) :**  
**(Montant à indiquer à la page 6)** \_\_\_\_\_ \$ CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Paiements versés aux entreprises, aux municipalités, aux services de sécurité incendie et aux autres organisations qui ont prêté secours et assistance

**MONTANTS RÉCLAMÉS À MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA) :**

- i. Montant total des paiements versés aux entreprises, aux municipalités, aux services de sécurité incendie ou aux autres organisations \_\_\_\_\_ \$ CA  
*(Veuillez fournir une liste détaillée des paiements versés aux entreprises, aux municipalités, aux services de sécurité incendie ou aux autres organisations, en indiquant la nature du paiement, le nom de l'entreprise ou de l'organisation, son adresse et le montant versé pour chaque entreprise ou organisation.)*
  
- ii. Estimation du montant total des paiements à verser ultérieurement aux entreprises, aux municipalités, aux services de sécurité incendie ou aux autres organisations \_\_\_\_\_ \$ CA  
*(Veuillez fournir des détails sur les paiements qui seront versés ultérieurement, le cas échéant, aux entreprises, aux municipalités, aux services de sécurité incendie ou aux organisations.)*

**Montant total des paiements (et de l'estimation du montant des paiements à verser ultérieurement) versés aux entreprises, aux municipalités, aux services de sécurité incendie ou aux autres organisations**  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

**MONTANTS RÉCLAMÉS À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS) :**  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

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- D. Réclamations pour les coûts liés à la reconstruction, aux infrastructures, etc., le cas échéant

**MONTANTS RÉCLAMÉS À MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA) :**

- i. Montant total des paiements effectués jusqu'à ce jour \_\_\_\_\_ \$ CA  
*(Veuillez fournir tous les renseignements sur la nature des dommages subis et décrire le bien ou l'infrastructure, son emplacement, et les montants engagés jusqu'à ce jour, documents justificatifs à l'appui.)*
  
- ii. Estimation du montant total des paiements à effectuer ultérieurement \_\_\_\_\_ \$ CA  
*(Veuillez fournir des détails sur les paiements à effectuer ultérieurement, le cas échéant.)*

**Montant total des réclamations pour les coûts liés à la reconstruction, aux infrastructures, etc.**  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

**MONTANTS RÉCLAMÉS À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS) :**  
 (Montant à indiquer à la page 6) \_\_\_\_\_ \$ CA

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E. Réclamations pour tout autre dommage, le cas échéant

**MONTANTS RÉCLAMÉS À MONTRÉAL, MAINE &  
ATLANTIQUE CANADA CIE (DANS LE CADRE DES  
PROCÉDURES D'INSOLVABILITÉ AU CANADA) :**  
(Montant à indiquer à la page 6)

\_\_\_\_\_ \$ CA

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**MONTANTS RÉCLAMÉS À CHEMIN DE FER MONTRÉAL,  
MAINE & ATLANTIQUE (DANS LE CADRE DES  
PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES  
MONTANTS S SONT DIFFÉRENTS) :**  
(Montant à indiquer à la page 6)

\_\_\_\_\_ \$ CA

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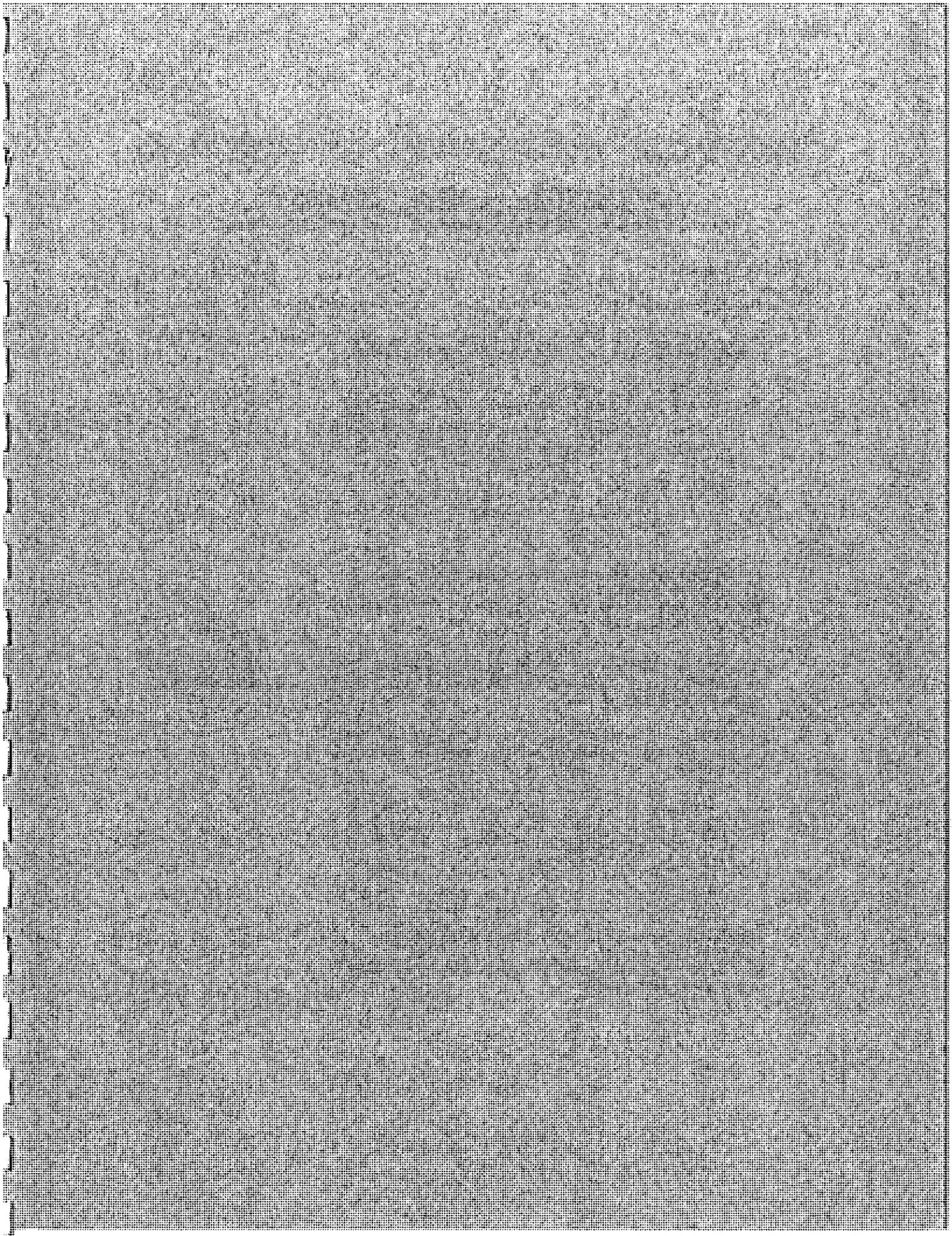
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	MONTANT RÉCLAMÉ À MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE	MONTANT RÉCLAMÉ À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (SI DIFFÉRENT)
<b>RÉCLAMATIONS TOTALES</b>		
<b>Section :</b>		
A. Réclamation pour faits, dommages, dettes ou obligations liés à l'environnement	_____ \$ CA	_____ \$ CA
B. Paiements versés aux résidents / aux victimes	_____ \$ CA	_____ \$ CA
C. Paiements versés aux entreprises, aux municipalités, aux services de sécurité incendie et aux autres organisations qui ont prêté secours et assistance	_____ \$ CA	_____ \$ CA
D. Réclamations pour les coûts liés à la reconstruction, aux infrastructures, etc., le cas échéant	_____ \$ CA	_____ \$ CA
E. Réclamations pour tout autre dommage, le cas échéant	_____ \$ CA	_____ \$ CA
<b>TOTAL</b>		
(Montant à indiquer à la ligne P. à la page 4 du formulaire de preuve de réclamation)	_____ \$ CA	_____ \$ CA



**MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE / MONTREAL, MAINE & ATLANTIC CANADA CO.  
CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE / MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.**

**ANNEXE 6 DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION  
DÉCOULANT D'UN RECOURS RÉCURSOIRE OU D'UN APPEL EN GARANTIE**

1. Nom du Créancier : \_\_\_\_\_

2. Veuillez décrire la nature de la réclamation (veuillez cocher la case appropriée et remplir la section) :

**A. RÉCLAMATION CONTRE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AU CANADA)**

i. Dettes ou obligations présentes ou futures pour lesquelles vous réclamez de Montréal, Maine & Atlantique Canada Cie :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Réclamation totale découlant d'un recours récursoire ou d'un appel en garantie :  
(Montant à indiquer à la ligne Q. à la page 4 sur le formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

**B. RÉCLAMATION CONTRE CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (DANS LE CADRE DES PROCÉDURES D'INSOLVABILITÉ AUX ÉTATS-UNIS, SI LES MONTANTS SONT DIFFÉRENTS)**

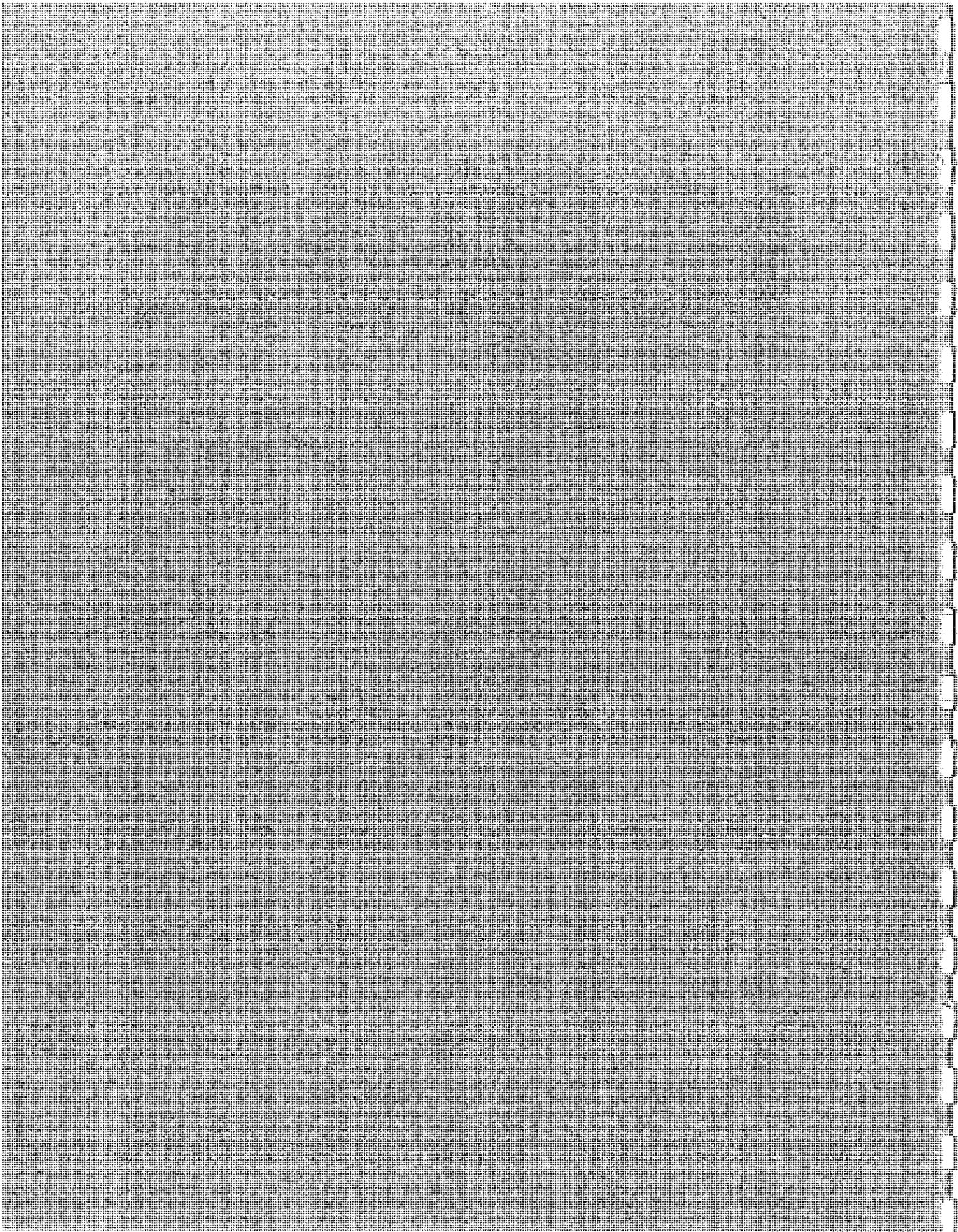
i. Dettes ou obligations présentes ou futures pour lesquelles vous réclamez de Chemin de fer Montréal, Maine & Atlantique :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Réclamation totale découlant d'un recours récursoire ou d'un appel en garantie :  
(Montant à indiquer à la ligne Q. à la page 4 sur le formulaire de preuve de réclamation)

\_\_\_\_\_ \$ CA

*(Veuillez donner tous les détails appuyant votre réclamation découlant d'un recours nécessaire ou d'un appel en garantie, y compris, mais sans s'y limiter, le fondement juridique et factuel des dettes ou des obligations pour lesquelles vous réclamez, la ou les personnes auxquelles vous devez ou devrez rembourser les dettes ou envers lesquelles vous avez ou aurez des obligations, la ou les dates où vos obligations envers ces personnes ont été contractées, ainsi que le fondement juridique et factuel sur lequel vous vous appuyez pour prétendre avoir droit à une contribution ou à une indemnité de la part de Montréal, Maine & Atlantique Canada Cie ou de Chemin de fer Montréal, Maine & Atlantique. Veuillez également joindre des copies de tous les documents prouvant ou appuyant votre droit à une contribution ou à une indemnité, ainsi que tous les documents prouvant ou appuyant le montant de votre réclamation. Veuillez annexer des pages ou des documents additionnels, au besoin, pour fournir une description complète.)*



MONTRÉAL, MAINE &amp; ATLANTIQUE CANADA CIE / MONTREAL, MAINE &amp; ATLANTIC CANADA CO.

**ANNEXE 7 DU FORMULAIRE DE PREUVE DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION  
AUTRE QU'UNE RÉCLAMATION POUR DES DOMMAGES RÉSULTANT DU DÉRAILLEMENT  
DU 6 JUILLET 2013**

1. Nom du Créancier : \_\_\_\_\_
2. Montant de la réclamation :  
(Indiquer à la page 5 sur le formulaire de preuve de réclamation) \_\_\_\_\_ \$ CA
3. Cochez la catégorie qui s'applique et remplissez la partie pertinente :
- A. RÉCLAMATION NON GARANTIE AU MONTANT DE \_\_\_\_\_ \$ CA**
- En ce qui concerne cette créance, je ne détiens aucun avoir du débiteur à titre de garantie.
- Pour le montant de \_\_\_\_\_ \$ CA, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la *Loi sur la faillite et l'insolvabilité* (Canada) ou revendiquerais un tel droit si la preuve de réclamation actuelle était déposée en vertu de cette loi.
- Pour le montant de \_\_\_\_\_ \$ CA, je ne revendique pas le droit à un rang prioritaire. (Indiquez sur une feuille jointe les renseignements à l'appui de la réclamation prioritaire.)
- B. RÉCLAMATION GARANTIE AU MONTANT DE \_\_\_\_\_ \$ CA**
- En ce qui concerne la créance susmentionnée, je détiens des avoirs du débiteur à titre de garantie, dont la valeur estimée s'élève à \_\_\_\_\_ \$ CA et dont les détails sont mentionnés ci-après :  
(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexe une copie des documents relatifs à la garantie.)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- C. RÉCLAMATION À TITRE DE SALARIÉ (SEULEMENT DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE) \_\_\_\_\_ \$ CA**  
constituée des éléments suivants :
- Salaires impayés au montant de \_\_\_\_\_ \$ CA
  - Vacances impayées au montant de \_\_\_\_\_ \$ CA

**4. RENSEIGNEMENTS SUR LA RÉCLAMATION**

VEUILLEZ JOINDRE UN ÉTAT DE COMPTE COMPLET ET DÉTAILLÉ À LA PREUVE DE RÉCLAMATION, DONNER LES DÉTAILS COMPLETS DE LA RÉCLAMATION ET FOURNIR LES DOCUMENTS À L'APPUI, NOTAMMENT LE MONTANT, LA DESCRIPTION DE LA OU DES TRANSACTIONS ET DU OU DES CONTRATS DONNANT LIEU À LA RÉCLAMATION.



**R-3**

Court File No. 450-11-000167-134

SUPERIOR COURT  
(COMMERCIAL DIVISION)

SITTING AS A COURT DESIGNATED PURSUANT TO THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C. C. C 36, AS AMENDED)

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE)**

PETITIONER

AND

**RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)**

MONITOR

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**PLAN OF COMPROMISE AND ARRANGEMENT**

pursuant to the *Companies' Creditors Arrangement Act*  
concerning, affecting and involving

**MONTREAL, MAINE & ATLANTIC CANADA CO.**

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March 31, 2015



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Schedule "G"	Distribution mechanism with respect to the property and Economic Damages Claims
Schedule "H"	XL Settlement Agreement

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**PLAN OF COMPROMISE AND ARRANGEMENT**  
**(THE CAPITALIZED TERMS USED IN THIS DOCUMENT HAVE THE MEANING**  
**ASCRIBED THERETO IN SECTION 1.1 HEREOF)**

**WHEREAS** on July 6, 2013, a train operated by MMAC derailed in the city of Lac-Mégantic, Quebec, Canada, causing numerous fatalities, bodily injuries, psychological and moral damages to thousands of people, and extensive property and environmental damages;

**WHEREAS** as a result of the numerous claims against MMAC and its parent company, MMA, arising out of the Derailment, along with the ensuing operational and financial impact arising therefrom, MMAC and MMA became insolvent;

**WHEREAS** numerous claims arising out of the Derailment have also been made against other persons and entities, including the Released Parties in both Canada and the United States of America;

**WHEREAS** on August 7, 2013, MMA filed a voluntary petition in the Bankruptcy Court for relief under Chapter 11 of the U.S. Bankruptcy Code;

**WHEREAS** on August 8, 2013, the Honourable Justice Castonguay of the CCAA Court granted an initial order in respect of MMAC (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA");

**WHEREAS** on August 21, 2013, the United States Trustee appointed the Trustee having full rights and power under the Bankruptcy Code to act for and on behalf of MMA;

**WHEREAS** on September 4, 2013, the CCAA Court and the Bankruptcy Court adopted the Cross-Border Insolvency Protocol entered into between MMAC, the Monitor and the Trustee, the purpose of which is, *inter alia*, to facilitate the fair, open and efficient administration of the CCAA Proceeding and of the Bankruptcy Case for the benefit of the Creditors and interested parties;

**WHEREAS** through the concerted and coordinated efforts of MMAC, the Monitor and the Trustee, predicated on constituting an Indemnity Fund with a view to providing compensation for the Derailment Claims filed pursuant to the Claims Procedure Order, a number of Settlement Agreements have been reached with the Released Parties providing for contributions towards the Indemnity Fund;

**WHEREAS** the aforesaid Settlement Agreements are conditional upon obtaining for the Released Parties appropriate releases and the Injunction and Release enforceable both in Canada and the United States of America;

**WHEREAS** the Monitor will seek recognition and enforcement of this Plan and of the Canadian Approval Order from the Bankruptcy Court pursuant to Chapter 15 of the Bankruptcy Code;

**WHEREAS** the Trustee (for and on behalf of MMA) will file in the Bankruptcy Case the U.S. Plan, which will provide, among other things, for distribution of the Funds for Distribution in accordance with this Plan and the entry of the U.S. Approval Order;

**NOW THEREFORE**, MMAC hereby proposes this plan of compromise and arrangement pursuant to the CCAA.

**ARTICLE 1  
INTERPRETATION**

**1.1 Defined Terms**

Administration Charge	has the meaning ascribed thereto in Section 7.1 hereof.
Administration Charge Reserve	has the meaning ascribed thereto in Section 7.1 hereof.
Affected Claims	any and all Claims, other than any Unaffected Claim and any Claim referred to in Section 5.3.
Approval Date	the date on which the Approval Orders become Final Orders. If the Canadian Approval Order, the Class Action Order and the U.S. Approval Order become Final Orders on different dates, the Approval Date is the latest date on which any of the Canadian Approval Order, the Class Action Order or the U.S. Approval Order becomes a Final Order.
Approval Orders	the Canadian Approval Order, the Class Action Order and the U.S. Approval Order, collectively.
Bankruptcy Case	the case styled <i>in re Montreal, Maine &amp; Atlantic Railway Ltd., Bankr. D. Me. No. 13-10670</i> .
Bankruptcy Code	Title 11 of the United States Code.
Bankruptcy Court	United States Bankruptcy Court for the District of Maine, as presiding over the Bankruptcy Case.
Bodily Injury and Moral Damages Claims	shall have the meaning ascribed thereto in Section 3.5(b) hereof.
Business Day	a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Montreal, Québec, Canada.
Canadian Approval Order	an Order, as set out in Schedule C hereof, entered in the CCAA Proceeding, which Order shall, among other things, (i) approve, sanction and/or confirm the Plan, (ii) approve the Settlement Agreements; (iii) authorize the Parties to undertake the settlement and the transactions contemplated by the Settlement Agreements; and (iv) provide for the Injunction and Release.
Canadian Professionals	the Monitor, Woods LLP, Gowling Lafleur Henderson LLP and the Claims Officer.

CCAA	has the meaning ascribed thereto in the recitals.
CCAA Court	Superior Court, Province of Quebec, as presiding over the CCAA Proceeding.
CCAA Filing Date	August 8, 2013.
CCAA Proceeding	<i>In the Matter of the Plan of Compromise or Arrangement of Montreal Maine &amp; Atlantic Canada Co.</i> , Superior Court, Province of Quebec, No. 500-11-045094-139.
Chubb	Chubb & Son, a division of Federal Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors, but strictly as insurer under the Chubb Policy.
Chubb Policy	That certain insurance policy bearing number 8210 2375 issued by Federal Insurance Company to Rail World, Inc. and Rail World Holdings LLC.
Claim or Claims	means, as the context requires, past, present and future claims, causes of action, obligations, rights, liens suits, judgments, orders, applications of any kind including for judicial review, remedies, interests, actions, liabilities, demands, duties, injuries, compensation, damages, expenses, fees, and/or costs of whatever kind or nature (including attorney's fees and expenses), whether foreseen or unforeseen, known or unknown, asserted or unasserted, contingent or matured, liquidated or unliquidated, whether in tort, contract, extra-contractual responsibility or otherwise, whether statutory, at common law, civil law, public law or in equity, regardless of the legal theory, including but not limited to claims for breach of contract, tort, breach of the implied covenant of good faith and fair dealing, loss of support, loss of consortium, statutory or regulatory violations, for indemnity or contribution, for any damages either moral, material, bodily injury, punitive, exemplary or extra-contractual damages of any type, in any jurisdiction (a) in any way arising out of, based upon, or relating in any way, in whole or in part, directly or indirectly, whether through a claim that was, is, may or could have been asserted in the Canadian Class Action, or a direct claim, cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention, contribution claim, class action or otherwise, to (i) the Derailment, including but not limited to any claims for wrongful death, survival, personal injury, emotional distress, loss of support, loss of consortium, property damage, economic loss, moral damage, material damage and bodily injury, statutory and common law product and manufacturing liability, negligence, or environmental damage, remediation, exposure or any claim that would constitute any right to an equitable remedy for breach of performance even if such breach does not give rise to a right of payment and/or or exposure; (ii) the Policies; (iii) the issuance of the Policies; (iv) insurance coverage under the Policies,

reimbursement or payment under the Policies; (v) any act or omission of an insurer of any type for which a Claimant might seek relief in connection with the Policies; (vi) the Existing Agreements; or (b) that would otherwise constitute a claim as against MMA, MMAC or their Estates (i) provable in bankruptcy under the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, had MMAC become bankrupt on August 6, 2013; and/or (ii) within the definition of "claim" set forth in section 101(5) of the Bankruptcy Code; and/or (iii) that are advanced or could have been advanced in the Canadian Class Action.

Claimant	any Person holding or potentially holding any Claim (including any transferee or assignee of a Claim) against (i) MMA, (ii) MMAC, (iii) to the extent applicable, the Estates, and/or (iv) any of the Released Parties.
Claims Bar Date	has the meaning ascribed thereto in the Claims Procedure Order.
Claims Officer	the court officer to be appointed pursuant to the Claims Resolution Order to adjudicate on the validity and quantum of any disputed Claims for the purpose of this Plan.
Claims Procedure	the procedure established for the filing of Claims in the CCAA Proceeding pursuant to the Claims Procedure Order.
Claims Procedure Order	the Amended Claims Procedure Order rendered on June 13, 2014, in the CCAA Proceeding by the CCAA Court, establishing, among other things, a claims procedure in respect of MMAC, as such Order may be amended, restated or varied from time to time.
Claims Resolution Order	an order of the CCAA Court establishing the procedure for determining the validity and quantum of any disputed Claims for the purpose of this Plan.
Class Action	the putative class action commenced on or about July 15, 2013, before the Superior Court, Province of Quebec, under court file 450-06-000001-132, including all subsequent amendments and all proceedings in this Court file, whether before or after the action is authorized to proceed as a class action.
Class Action Court	Superior Court, Province of Quebec, as presiding over the Class Action.
Class Action Order	an order, issued in the Class Action (i) confirming and declaring that the Canadian Approval Order and the U.S. Approval Order shall be binding and given full effect against parties designated and part of the Class Action, whether as a class representative, class member, named defendant/respondent or mis-en-cause, (ii) removing the allegations and conclusions against the Released Parties, and (iii) terminating the Class Action against the Released

	Parties without costs.
Class Representatives	has the meaning ascribed to "Class Action Plaintiffs" and to "Class Counsel" by the CCAA Court in the Representation Order.
Cook County Actions	the civil actions transferred pursuant to 28 U.S.C. §157(b)(5) in connection with the Bankruptcy Case to the District Court, originally filed in the Cook County, Illinois state court, and appearing on the docket of the District Court as Civil Action Nos. 00113-00130NT.
Creditors	collectively all Persons having Proven Claims and "Creditor" means any one of them.
D&O Parties	Edward A. Burkhardt, Larry Parsons, Steven J. Lee, Stephen Archer, Robert C. Grindrod, Joseph R. McGonigle, Gaynor Ryan, M Donald Gardner, Jr., Fred Yocum, Yves Bourdon and James Howard, each of whom is or was a director or officer of MMA, MMAC, Montreal, Maine & Atlantic Corporation and/or LMS Acquisition Corporation.
Derailment	July 6, 2013 derailment in Lac-Mégantic, Quebec, including any and all events leading up to and related to such derailment and/or any and all consequences of such derailment, including, without limitation, the explosion, crude oil spill, fire and/or other consequences related to such derailment.
Derailment Claims	the Proof of Claims filed under Schedules 1, 2, 3, 4 and 5 pursuant to the Claims Procedure Order.
Distribution Date	the date or dates from time to time set in accordance with the provisions of the Plan to effect distributions in respect of the Proven Claims.
Effective Time	8:00 a.m. (Montreal time) on the Plan Implementation Date.
Estates	the MMA bankruptcy estate and, to the extent applicable, the MMAC estate.
Existing Agreements	The contracts between MMAC and/or MMA and some of the Released Parties, listed in Schedule D hereto.
Final Order	an order of the CCAA Court, the Class Action Court or the Bankruptcy Court that is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed by any and all courts with jurisdiction to consider any appeals therefrom.
Filing Date	August 8, 2013.
Funds for Distribution	the net amount of the Settlement Funds following payment to the Canadian Professionals of their CCAA Court-approved professional

fees and disbursements and of the U.S. Professionals Bankruptcy Court-approved administrative expenses, for each group of professionals respectively up to a maximum amount equal to the amount of their share of the Administration Charge Reserve.

Great American	Great American Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors.
Great American Policy	that certain policy of insurance bearing number DML 9924 836 issued by Great American to MMAC.
Government Claims	has the meaning ascribed thereto in Section 3.5(e) hereof.
Hartford	The Hartford Casualty Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors, but strictly as insurer under the Hartford Policy.
Hartford Policy	that certain policy of insurance bearing number 83 SBA PBO432 SA issued by Hartford to Rail World Inc.
Indemnity Claims	has the meaning ascribed thereto in Section 3.5(f) hereof.
Indemnity Fund	trust accounts into which the Settlement Funds shall be paid.
Indian Harbor	Indian Harbor Insurance Company, but strictly as insurer under the Indian Harbor Policy.
Indian Harbor Policy	insurance policy issued by Indian Harbor to MMA, bearing number RRL003723801.
Injunction and Release	an order by the CCAA Court and the Bankruptcy Court permanently and automatically releasing, enjoining and forbidding the enforcement, prosecution, continuation and/or commencement of any Claim that any Person or Claimant holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the Derailment, the Policies, MMA, and/or MMAC. The Injunction and Release order shall provide that any and all Claims against the Released Parties be permanently and automatically compromised, discharged and extinguished, that all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Claims to the Released Parties and shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, (iii) seeking the enforcement, levy,

attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties. The Injunction and Release order shall provide that it has no effect on the rights and obligations provided by the "*Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic*" signed on February 19, 2014 between Canada and the Province. Notwithstanding the foregoing, the "Injunction and Release" shall not extend to and shall not be construed as extending to Unaffected Claims.

Meeting	a meeting or meetings of the Creditors and Claimants to consider and vote on the Plan held pursuant to the Meeting Order and includes any meeting or meetings resulting from the adjournment thereof.
Meeting Order	an order of the CCAA Court directing the calling and holding of the Meeting.
MMA	Montreal, Maine & Atlantic Railway Ltd.
MMAC	Montreal, Maine & Atlantic Canada Co.
Monitor	Richter Advisory Group Inc. (Richter Groupe Conseil Inc.), in its capacity as Monitor in the CCAA Proceeding.
Non-Derailment Claims	has the meaning ascribed thereto in Section 3.5(g) hereof.
Person	means and includes an individual, a natural person or persons, a group of natural persons acting as individuals, a group of natural persons acting in collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.

Plan	This plan of compromise and arrangement in the CCAA Proceeding.
Plan Implementation Date	The Business Day on which the Monitor has filed with the CCAA Court the certificate contemplated in Section 6.2 hereof.
Plan Termination Date	January 29, 2016
Policies	the Indian Harbor Policy, the XL Policy, the Chubb Policy and the Hartford Policy
Property and Economic Damages Claims	has the meaning ascribed thereto in Section 3.5(c) hereof.
Proof of Claim	the form of Proof of Claim for Creditors as approved by the Claims Procedure Order.
Proven Claim	a Claim finally determined, settled or accepted for voting and distribution purposes in accordance with the provisions of this Plan or the Claims Resolution Order.
Province	the Attorney General for the Province of Quebec.
Rail World Parties	means (i) Rail World Holdings, LLC; (ii) Rail World, inc.; (iii) Rail World Locomotive Leasing LLC ("RWLL"); (iv) The San Luis Central R.R. Co.; (v) Pea Vine Corporation; (vi) LMS Acquisition Corporation; (vii) Earlston Associates L.P.; (viii) Montreal, Maine & Atlantic Corporation; and (ix) each of the shareholders, directors and officers or members or partners of the foregoing, to the extent they are not D&O Parties. For the avoidance of doubt, Rail World Parties also includes Edward Burkhardt, solely in his capacity as director, officer and shareholder of the Rail World Parties.
Released Parties	the Persons listed in Schedule "A" hereto.
Representation Order	the order rendered on March 28, 2014 in the CCAA Proceeding by the CCAA Court appointing, as representatives of the class members designated in the Class Action and for the purposes of the CCAA Proceeding, the Class Action Plaintiffs and the Class Counsel (as these terms are defined in said order).
Settlement Agreements	collectively, those agreements whereby Third Party Defendants undertake to make acceptable monetary contributions toward the Indemnity Fund in consideration for being included as Released Parties in the Plan. Individually referred to as a "Settlement Agreement".
Settlement Funds	the aggregate monetary contributions payable under the Settlement Agreements, including the XL Indemnity Payment and the XL Additional Payment, before potential recovery on claims assigned to MMAC and the Trustee by certain of the Released Parties, which

monetary contributions are estimated, as of the date hereof, at one hundred eighty-two million three hundred thousand Canadian dollars (CAD\$182,300,000.00) plus eighty-nine million four hundred thousand US dollars (US\$89,400,000.00).

Subrogated Insurer Claims	has the meaning ascribed thereto in Section 3.5(d) hereof.
Third Party Defendants	any Person with a risk of liability arising out of or related to the Derailment, including, without limitation, the defendants to the Class Action and the Cook County Actions.
Trustee	Robert J. Keach, in his capacity as chapter 11 Trustee appointed in the Bankruptcy Case, or such other Person(s) as may be approved by the Bankruptcy Court in the future to serve in such capacity in the Bankruptcy Case.
Unaffected Claims	has the meaning given to that term in Section 3.3 hereof.
U.S. Approval Order	(i) an Order entered in the Bankruptcy Case sanctioning, approving and/or confirming the U.S. Plan or (ii) an order entered in the Bankruptcy Case pursuant to the applicable sections of chapter 15 of the Bankruptcy Code, which order sanctions, recognizes and enforces the terms of the Canadian Approval Order. In either case, a "U.S. Approval Order" must, among other things, (a) approve the Settlement Agreements; (b) authorize the parties to undertake the settlement and the transactions contemplated by the Settlement Agreements; and (c) order the Injunction and Release.
U.S. Plan	the plan of liquidation, to be filed by the Trustee (for and on behalf of MMA) in the Bankruptcy Case, which shall provide, among other things, for the distribution of the Funds for Distribution in accordance with this Plan, the Canadian Approval Order and U.S. Approval Order.
U.S. Professionals	the Trustee, the Trustee's professionals and Paul Hastings LLP as counsel for the Official Committee of Victims as defined in the order authorizing the appointment of a victims' committee entered in the Bankruptcy Case on October 18, 2013.
XL Companies	Indian Harbor and XL Insurance.
XL Additional Payment	USD \$5 million.
XL Indemnity Payment	CAD \$25 million.
XL Insurance	the Canadian Branch of XL Insurance Company SE (formerly XL Insurance Company Limited) but strictly as insurer under the XL Policy.

XL Policy	insurance policy issued by XL Insurance, bearing number RLC003808301.
XL Settlement Agreement	the agreement executed among the XL Companies, MMAC and the Trustee providing for the payment of the XL Indemnity Payment and the XL Additional Payment, which shall constitute a Settlement Agreement within the meaning of Section 1.1.
Website	the website maintained by the Monitor in respect of the CCAA Proceedings pursuant to the Initial Order at the following web address: <a href="http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co">http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co</a> .
Wrongful Death Claims	has the meaning ascribed thereto in Section 3.5(a) hereof.
Wrongful Death Victims	the spouse or common law partner, child, parent, and sibling of the persons deceased as a result of the Derailment.

## 1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in the Plan to an Order, agreement, contract, instrument, release, exhibit or other document means such Order, agreement, contract, instrument, release, exhibit or other document as it may have been or may be validly amended, modified or supplemented;
- (b) the division of the Plan into "articles" and "sections" and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of "articles" and "sections" intended as complete or accurate descriptions of the content thereof;
- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders;
- (d) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Montréal, Québec and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Montréal time) on such Business Day;
- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by

extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

- (g) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (h) references to a specified "article" or "section" shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms "the Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions shall be deemed to refer generally to the Plan and not to any particular "article", "section" or other portion of the Plan and include any documents supplemental hereto.

### **1.3 Currency**

Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate on the Filing Date.

### **1.4 Successors and Assigns**

The Plan shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan.

### **1.5 Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. All questions as to the interpretation or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the jurisdiction of the CCAA Court.

### **1.6 Schedules**

The following Schedules to the Plan are incorporated by reference into the Plan and form part of the Plan:

Schedule "A"	List of Released Parties
Schedule "B"	Settlement Agreements
Schedule "C"	Draft Canadian Approval Order
Schedule "D"	List of Existing Agreements
Schedule "E"	Distribution mechanism with respect to the Wrongful Death Claims

Schedule "F"	Distribution mechanism with respect to the Bodily Injury and Moral Damages Claims
Schedule "G"	Distribution mechanism with respect to the Property and Economic Damages Claims
Schedule "H"	XL Settlement Agreement

The Settlement Agreements, save and except for the XL Settlement Agreement, shall not be attached to the copy of the Plan served on the interested parties and filed publicly with the CCAA Court or the Bankruptcy Court, and MMAC shall apply to the CCAA Court and Bankruptcy Court to have Schedule "B" filed on a sealed and confidential basis. The Settlement Agreements, save and except for the XL Settlement Agreement, shall not otherwise be made public in order to preserve the confidentiality of the settlements and terms therein.

**ARTICLE 2  
PURPOSE AND EFFECT OF THE PLAN**

**2.1 Purpose**

The purpose of the Plan is:

- (a) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Affected Claims against the Released Parties;
- (b) to effect the distribution of the Funds for Distribution and payment of the Proven Claims as set forth in Sections 4.2 and 4.3;

The Plan is put forward in the expectation that the Creditors, when considered as a whole, will derive a greater benefit from the implementation of the Plan than they would in the event of a bankruptcy of MMAC.

**ARTICLE 3  
CLASSIFICATION, VOTING AND RELATED MATTERS**

**3.1 Class of Creditors**

The Creditors shall constitute a single class for the purposes of considering and voting on this Plan.

### 3.2 Claims Procedure

Creditors shall prove their respective claims, vote in respect of this Plan, and receive the distributions provided for under and pursuant to this Plan in accordance with the Claims Procedure Order, the Claims Resolution Order, the Meeting Order and this Plan. Any Person having a Claim that is not a Proven Claim is bound by such Orders, including that of being precluded from receiving a distribution under this Plan, and is forever barred and estopped from asserting such Claim against the Released Parties.

### 3.3 Unaffected Claims

Notwithstanding anything to the contrary herein, this Plan does not compromise, release, discharge, cancel, bar or otherwise affect:

- (a) the rights or claims of the Canadian Professionals and the U.S. Professionals for fees and disbursements incurred or to be incurred for services rendered in connection with or relating to the CCAA Proceeding or the Bankruptcy Case, including the implementation of this Plan and the U.S. Plan.
- (b) to the extent that there is, or may be, coverage for such Claims under any policy of insurance issued by Great American or any affiliate, including, without limitation, the Great American Policy, and only to the extent such coverage is actually provided, which coverage shall be assigned to the Trustee and MMAC and without any obligation on the part of the Rail World Parties or the D&O Parties to make any payment or contribution to supplement what is actually obtained by the Trustee or MMAC from such insurance policy (i) claims by MMAC or the Trustee (and only the Trustee, MMAC, their designee, or, to the extent applicable, the Estates) against the Rail World Parties and/or the D&O Parties; and (ii) claims by the holders of Wrongful Death Claims against Rail World, Inc., provided further, that any right or recovery by such holders of any right or recovery by such holders of Wrongful Death Claims pursuant to the action authorized by this subparagraph shall be, in all respects, subordinate to the claims of the Trustee and MMAC, and their successors under the Plan, in the above policies and (iii) claims by MMAC or the Trustee against the D&O Parties for any alleged breach of fiduciary duty or any similar claim based upon the D&O parties' authorization for payments to holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent such payments arise from the sale of certain assets of MMA to the State of Maine.
- (c) claims by MMAC and the Trustee under applicable bankruptcy and non bankruptcy law to avoid and/or recover transfers from MMA, MMAC or MMA Corporation to the holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated as of January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent such payments arise from the distribution of proceeds from the sale of certain assets of MMA to the State of Maine.
- (d) claims or causes of action of any Person, including MMAC, MMA and the Released Parties (subject to the limitations contained in their respective

Settlement Agreements), against third parties other than any of the Released Parties (subject to paragraph 3.3(e)).

- (e) claims or other rights preserved by any one of the Released Parties as set forth in Schedule A.
- (f) MMAC's obligations under the Plan, the Settlement Agreements, and the Approval Orders;
- (g) Claims against MMAC, except any Claims of the Released Parties other than Canada. However, subject to the Approval Orders becoming Final Orders, the Attorney General of Canada (i) has undertaken to irrevocably withdraw the Proof of Claim filed on behalf of Department of Transport Canada and the Proof of Claim filed on behalf of the Department of Public Safety and Emergency Preparedness, (ii) has agreed to the reallocation in favor of the Creditors of any and all dividends payable pursuant to this Plan or the U.S. Plan on the Proof of Claim filed on behalf of Canada Economic Development for Quebec Regions, as set forth in Section 4.3, and (iii) has agreed not to file any additional Proof of Claim under the CCAA Proceeding or the Bankruptcy Case;
- (h) any liability or obligation of and claim against the Third Party Defendants, insofar as they are not Released Parties, of whatever nature for or in connection with the Derailment, including but not limited to the Class Action and the Cook County Actions;
- (i) any Person for fraud or criminal and quasi-criminal charges filed or that may be filed and, for greater certainty, for any fine or penalty arising from any such charges;
- (j) any claims that any of the Rail World Parties and the D&O Parties may have to seek recovery from any of their insurers for any attorneys' fees, expenses and costs they have incurred prior to the Approval Date.
- (k) claims that fall under Section 5.1(2) of the CCAA.

All of the foregoing rights and claims set out in this Section 3.3, inclusive, are collectively referred to as the "**Unaffected Claims**" and any one of them is an "**Unaffected Claim**".

### **3.4 Treatment of Creditors**

The Creditors shall receive the treatment provided for in this Plan on account of their Claims and, on the Plan Implementation Date, the Affected Claims will be compromised, released and otherwise extinguished against the Released Parties in accordance with the terms of this Plan.

### 3.5 Voting Rights for Creditors

Subject to this Plan, the Claims Procedure Order, the Claims Resolution Order and the Meeting Order, each Creditor shall be entitled to vote and for voting purposes each of such Claims shall be valued at an amount that is equal to the Creditor's Proven Claim, the whole subject to the following:

- (a) the aggregate of the votes of all Wrongful Death Victims having a Proven Claim for damages resulting from the death of a person as a consequence of the Derailment (for greater certainty, those Claims that fall under Schedule 1 of the Proof of Claim and were recognized as such or that were filed in the Bankruptcy Case) (collectively, the "**Wrongful Death Claims**" and, individually, a "**Wrongful Death Claim**") shall represent no more than 22.2% in value of all votes cast by Creditors;
- (b) the aggregate of the votes of all Creditors having a Proven Claim relating to the Derailment for damages resulting from bodily injuries suffered by themselves or another person and, without limitation, all claims for moral damages (for greater certainty, those Claims that fall under Schedules 2 and 3(a) of the Proof of Claim and were recognized as such or determined to be Bodily Injury and Moral Damages Claims or that were filed in the Bankruptcy Case) (collectively, the "**Bodily Injury and Moral Damages Claims**" and, individually, a "**Bodily Injury and Moral Damages Claim**") shall represent no more than 11.1% in value of all votes cast by Creditors;
- (c) the aggregate of the votes of all Creditors having a Proven Claim relating to the Derailment for damages suffered by an individual or a business not resulting from bodily injuries or death of a person (for greater certainty, those Claims that fall under Schedules 3(a) and 3(b) of the Proof of Claim and were recognized as such or that were filed in the Bankruptcy Case) (collectively, the "**Property and Economic Damages Claims**" and, individually, a "**Property and Economic Damages Claim**") shall represent no more than 8.3% in value of all votes cast by Creditors;
- (d) the aggregate of the votes of all Creditors having a Proven Claim in their capacity as subrogated insurers for claims directly resulting from the Derailment (for greater certainty, those Claims that fall under Schedule 4 of the Proof of Claim and were recognized as such) (collectively, the "**Subrogated Insurer Claims**" and, individually, a "**Subrogated Insurer Claim**") shall represent no more than 3.8% in value of all votes cast by Creditors;
- (e) the aggregate of the votes of all government entities or municipalities having a Proven Claim relating to the Derailment (for greater certainty, those claims that fall under Schedule 5 of the Proof of Claim and were recognized as such) (collectively, the "**Government Claims**" and, individually, a "**Government Claim**") shall represent no more than 48.5% in value of all votes cast by Creditors;
- (f) Creditors having a Proven Claim relating to the Derailment for contribution or indemnity (for greater certainty, those claims that fall under Schedule 6 of the Proof of Claim and were recognized as such) (collectively, the "**Indemnity**

**Claims**” and, individually, an **“Indemnity Claim”**) shall represent 0% in value of all votes cast by Creditors.

- (g) Creditors having filed a Proof of Claim for damages unrelated to the Derailment (for greater certainty, those claims that fall under Schedule 7 of the Proof of Claim and were recognized as such) (collectively, the **“Non-Derailment Claims”** and, individually, a **“Non-Derailment Claim”**) shall represent no more than 6.1% in value of all votes cast by Creditors.

### **3.6 Interest**

Interest shall not accrue or be paid on any Claim from and after the Filing Date.

### **3.7 Duplicate Claims**

A Creditor who has a Claim against more than one of MMAC, MMA or the Released Parties or has filed or is deemed to have filed claims both in the Bankruptcy Case and the CCAA Proceeding, in respect of the same debt or obligation, shall only be entitled to assert one Claim in respect of such debt or obligation, and any duplicate Claim filed by such Creditor will be disallowed for voting and distribution purposes under this Plan and the U.S. Plan so that only a single Claim remains under which said Creditors can exercise distribution rights.

## **ARTICLE 4 DISTRIBUTIONS**

### **4.1 Contributions to the Indemnity Fund**

Each of the Released Parties shall deliver to the Monitor the monies necessary to fully fund that amount of the Indemnity Fund which it is obligated to pay pursuant to the Settlement Agreements within such delay as has been agreed to pursuant to the Settlement Agreements and in any event within no more than 30 days after they have received written notice from the Monitor and the Trustee certifying that the Approval Orders become Final Orders, and such monies shall be held by the Monitor in trust in one or more interest bearing accounts and distributed by the Monitor in accordance with the terms of this Plan. Should this Plan be terminated for any reason in accordance with Section 6.3 or 8.3, such monies shall be returned by the Monitor, with any interest earned thereon, forthwith to the respective parties having contributed such monies. For greater certainty, any contributions to the Indemnity Fund received by the Monitor that are in U.S. Dollars shall be held by the Monitor in trust in U.S. Dollars and converted into Canadian Dollars on the Plan Implementation Date (save and except the portion to be remitted to the Trustee pursuant to Section 4.2(a)) and any contributions to the Indemnity Fund received by the Monitor that are in Canadian Dollars shall be held by the Monitor in trust in Canadian Dollars and not converted into U.S. Dollars.

### **4.2 Distribution to Creditors**

The following Creditors having Proven Claims shall be entitled to distribution under this Plan as follows:

- (a) Creditors having Wrongful Death Claims shall, in the aggregate, receive 24.1% of

the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be remitted by the Monitor to the Trustee to fund a trust dedicated to the distribution to the Creditors having Wrongful Death Claims in accordance with the mechanism set forth in Schedule E hereto.

- (b) Creditors having Bodily Injury and Moral Damages Claims shall, in the aggregate, receive 10.4% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor in accordance with the mechanism set forth in Schedule F hereto.
- (c) Creditors having Property and Economic Damages Claims shall, in the aggregate, receive 9.0% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor in accordance with the mechanism set forth in Schedule G hereto.
- (d) Creditors having Subrogated Insurer Claims shall, in the aggregate, receive 4.1% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor on a *pro rata* basis amongst the Creditors having Subrogated Insurer Claims.
- (e) Creditors having Government Claims shall, in the aggregate, receive 52.4% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor on a *pro rata* basis amongst the Province, the City of Lac-Mégantic, the Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions) and the Commission de la Santé et de la Sécurité au Travail (CSST). For the purpose of this Plan, the Proven Claims of the Province, the City of Lac-Mégantic, the Federal Government of Canada (Economic Development of Canada, Quebec Regions) and the Commission de la Santé et de la Sécurité au Travail (CSST) are evaluated and established as follows:
  - (i) Province: CAD\$409,313,000 (or 94% of the Government Claims)
  - (ii) The City of Lac-Mégantic: CAD\$5,000,000 (or 1.1% of the Government Claims)
  - (iii) The Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions): CAD\$21,000,000 (or 4.8% of the Government Claims)
  - (iv) CSST: CAD\$313,775 (or 0.1% of the Government Claims)

For greater certainty, Creditors having Indemnity Claims and Non-Derailment Claims shall not be entitled to distribution under this Plan or the U.S. Plan in relation to the Indemnity Fund and shall have no right to any portion of the Funds for Distribution. However, the Creditors having Non-Derailment Claims against MMAC will be entitled to distribution under the U.S. Plan, in accordance with its terms from any available net proceeds of the liquidation of MMA's assets.

Notwithstanding the foregoing, in the event that, following the review of the Property and Economic Damages Claims pursuant to the Claims Resolution Order, the aggregate value of the Property and Economic Damages Claims is reduced below \$75 million, the difference between the amount of \$75 million and the revised aggregate value of these claims will be allocated on a pro-rata basis to the value of the claims in the other categories described in Sections 4.2 (a) (b) (d) and (e).

#### **4.3 Additional Distributions to Creditors**

With the agreement of the Province and the Federal Government of Canada (Economic Development of Canada, Quebec Region), any and all amounts payable pursuant to this Plan:

- (a) to the Province out of the XL Indemnity Payment (estimated at CAD\$13,735,000);
- (b) to the Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions) (estimated at CAD\$6,936,000);

(collectively, the "**Reallocated Dividends**")

will be distributed to the Creditors having Proven Claims in respect of (i) Wrongful Death Claims, (ii) Bodily Injury and Moral Damages Claims and (iii) Property and Economic Damages Claims in accordance with the percentages set forth in subsection 4.2 (a) (b) and (c) hereof, namely:

- (i) 53.3% of the Reallocated Dividends will be distributed to the Creditors having Wrongful Death Claims;
- (ii) 26.7% of the Reallocated Dividends will be distributed to Creditors having Bodily Injury and Moral Damages Claims; and
- (iii) 20.0% of the Reallocated Dividends will be distributed to Creditors having Property and Economic Damages Claims.

#### **4.4 Timing of Distributions to Creditors**

The Monitor shall hold the Settlement Funds in trust pending distribution thereof in accordance with the terms of this Plan and the Settlement Agreements, as applicable. Within 45 calendar days following the Plan Implementation Date, and receipt by the Monitor of any applicable tax ruling or clearance certificate, the Monitor shall make distributions to or on behalf of Creditors (including, without limitation, to the Trustee in accordance with Section 4.2(a) or to the Creditors' Representative Counsel in accordance with Section 4.5, to be held by such Representative Counsel in trust for such Creditors) in accordance with the terms of this Plan.

#### 4.5 Delivery of Distributions to Creditors

Distributions to Creditors shall be made in accordance with the terms of this Plan, as applicable, by the Monitor: (A) at the addresses set forth in the Proofs of Claim filed by such Creditors in accordance with the Claims Procedure Order; (B) if applicable, at the addresses set forth in any written notices of address change delivered to the Monitor after the date on which any corresponding proof of claim was filed, provided such notice is received by the Monitor at least five (5) Business Days prior to the Plan Implementation Date; or (C) if applicable, and to the extent differing from the foregoing, at the address of such Creditors' respective legal representatives (the "**Representative Counsel**"), in trust for such Creditors, subject to the receipt by the Monitor at least five (5) business days prior to the Plan Implementation Date of a written instruction to that effect from said Creditors, it being understood that the class members in the Class Action, to the extent they have not sent an Opt-Out Notice (as these terms are defined in the Representation Order) within the prescribed delay, shall be deemed represented by the Class Counsel (as these terms are defined in the Representation Order) and said Class Counsel shall be considered as Representative Counsel duly authorized to receive the above-mentioned distribution in trust for all such class members. For greater certainty, and without limiting the foregoing:

- (i) With respect to the distributions to be made under this Plan to Representative Counsel, any disputes among the Creditors they represent and Representative Counsel with respect to the timing, allocation, quantum or other terms of the payment of the monies in question by Representative Counsel to and among those Creditors shall have no bearing or effect on the releases set out in the Settlement Agreements or this Plan, including, without limitation, the releases and injunctions in favour of the Released Parties (whether pursuant to the Settlement Agreements, the Plan, the U.S. Plan, the Approval Orders, or otherwise); and
- (ii) this Plan shall be effective and binding as and when set out in Section 6.2, and the fact that one or more of the Representative Counsel may be required or elect to commence or pursue further steps or proceedings or to otherwise resolve additional matters, issues or things subsequent to the Plan Implementation Date in order to be lawfully entitled to make distributions to the Creditors they represent (including, without limitation, obtaining the approval by any Court of the payment of their respective professional fees and disbursements from the distributions in question) shall have no bearing or effect on the Settlement Agreements, this Plan, the U.S. Plan, or the Approval Orders, irrespective of the timing and outcome of such further steps and proceedings.

#### 4.6 Allocation of Distributions

All distributions made to Creditors in respect of Proven Claims pursuant to this Plan shall be applied first in payment of the outstanding principal amount of the Proven Claim and only after the principal portion of any such Proven Claim is satisfied in full, to any portion of such Proven Claim comprising accrued and unpaid interest (but solely to the extent that interest is an allowable portion of such Proven Claim pursuant to this Plan or otherwise). In the event that the principal amount of all Proven Claims has been paid in full, each Creditor shall, at the request of the Monitor, be responsible for providing a representation and warranty with respect to its residency for purposes of the *Income Tax Act* (Canada). If any Creditor fails to provide satisfactory evidence that it is a resident of Canada for purposes of the *Income Tax Act* (Canada), then the Monitor shall have the right to:

- (i) assume and otherwise consider such Creditor to be a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (ii) withhold any non-resident withholding tax that would be imposed under the *Income Tax Act* (Canada) based on such assumption from any amounts payable to such Creditor under this Plan,

until such time as such Creditor provides satisfactory evidence to the contrary to the Monitor, unless the non-resident withholding tax has already been remitted to the Canada Revenue Agency. For greater certainty, the distributions to be made pursuant to this Plan to Creditors having Proven Claims do not include, and are not intended to include, any amounts on account of interest on such Claims.

#### 4.7 Transfer of Claims; Record Date for Distributions

Claims may be sold, transferred or assigned at any time by the holder thereof, whether prior or subsequent to the Plan Implementation Date, provided that:

- (i) Neither MMAC nor the Monitor shall be obligated to deal with or to recognize the purchaser, transferee or assignee of the Claim as the Creditor in respect thereof unless and until written notice of the sale, transfer or assignment is provided to the Monitor, such notice to be in form and substance satisfactory to the Monitor, acting reasonably within five (5) Business Days prior to the Plan Implementation Date
- (ii) only holders of record of Claims as at the date of the Meeting Order shall be entitled to attend, vote or otherwise participate at such meeting of Creditors; provided, however, that: (A) for the purposes of determining whether this Plan has been approved by a majority in number of the Creditors only the vote of the transferor or the transferee, whichever holds the highest dollar value of such Claims will be counted, and, if such value shall be equal, only the vote of the transferee will be counted; and (B) if a Claim has been transferred to more than one transferee, for purposes of determining whether this Plan has been approved by a majority in number of the Creditors, only the vote of the transferee with the highest value of such Claim will be counted; and

- (iii) only holders of record of Claims as at five (5) Business Days prior to the Plan Implementation Date shall have the right to participate in the corresponding distribution provided for under Section 4.2 of this Plan.

## ARTICLE 5 RELEASES AND INJUNCTIONS

### 5.1 Plan Releases and Injunctions

All Affected Claims shall be fully, finally, absolutely, unconditionally, completely, irrevocably and forever compromised, remised, released, discharged, cancelled and barred on the Plan Implementation Date as against the Released Parties.

All Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, or with respect to any claim that could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties with respect to any Claim, and (vii) taking any actions to interfere with the Implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

Notwithstanding the foregoing, the Plan Releases and Injunctions as provided in this Section 5.1 (i) shall have no effect on the rights and obligations provided by the "*Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic*" signed on February 19, 2014 between Canada and the Province, (ii) shall not extend to and shall not be construed as extending to any Unaffected Claims.

### 5.2 Timing of Releases and Injunctions

All releases and injunctions set forth in this Article 5 shall become effective on the Plan Implementation Date at the Effective Time.

### **5.3 Claims against Third Party Defendants**

Any Claim of any Person, including MMAC and MMA, against the Third Party Defendants that are not also Released Parties: (a) is unaffected by this Plan; (b) is not discharged, released, cancelled or barred pursuant to this Plan; (c) shall be permitted to continue as against said Third Party Defendants; (d) shall not be limited or restricted by this Plan in any manner as to quantum to the extent that there is no double recovery as a result of the indemnification received by the Creditors or Claimants pursuant to this Plan; and (e) does not constitute an Affected Claim under this Plan. For greater certainty, and notwithstanding anything else contained herein, in the event that a Claim is asserted by any Person, including MMAC and MMA, against any Third Party Defendants that are not also Released Parties any and all right(s) of such Third Party Defendants to claim over, claim against or otherwise assert or pursue any rights or any Claim against any of the Released Parties at any time, shall be released and discharged and forever barred pursuant to the terms of this Plan and the Approval Orders.

## **ARTICLE 6 CONDITIONS PRECEDENT AND IMPLEMENTATION**

### **6.1 Conditions Precedent to Implementation of Plan**

The implementation of this Plan shall be conditional upon the fulfillment, or waiver (strictly with respect to Sections 6.1(e) and (f)), of the following conditions on or before the Plan Implementation Date:

(a) **Entry of the Canadian Approval Order**

The Canadian Approval shall have been granted by the CCAA Court, including the granting by the CCAA Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan.

(b) **Confirmation by the Trustee of the entry of the U.S. Approval Order**

The Trustee shall have confirmed in writing to the Monitor that the U.S. Approval Order has been granted by the Bankruptcy Court, including the granting by the Bankruptcy Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan.

(c) **Entry of the Class Action Order**

The Class Action Order shall have been granted by the Superior Court, Province of Quebec.

(d) **Expiry of Appeal Periods**

The Canadian Approval Order and the Class Action Order shall have become Final Orders and the Trustee shall have confirmed in writing to the Monitor that the U.S. Approval Order has become a Final Order.

(e) Contributions

Each of the Released Parties shall have paid to the Monitor the amounts payable by it pursuant to its Settlement Agreement, in accordance with the terms of the Settlement Agreements.

(f) Completion of Necessary Documentation

MMAC, the Monitor and the Trustee, as applicable, shall have obtained the execution and delivery by all relevant Persons of all agreements, settlements, resolutions, indentures, releases, documents and other instruments that are necessary to be executed and delivered to implement and give effect to all material terms and provisions of this Plan and the Settlement Agreements.

**6.2 Monitor's Certificate**

Upon the satisfaction of the conditions set out in Section 6.1 hereof, the Monitor shall file with the CCAA Court in the CCAA Proceeding and with the Trustee a certificate that states that all conditions precedent set out in Section 6.1 of this Plan have been satisfied and that the Plan Implementation Date has occurred.

**6.3 Termination of Plan for Failure to Become Effective**

If the Plan Implementation Date shall not have occurred on or before the Plan Termination Date, then, subject to further Order of the CCAA Court and the Bankruptcy Court, as applicable, this Plan shall automatically terminate and be of no further force or effect; provided that this Plan shall not automatically terminate pursuant to this section if the sole basis for the non-occurrence of the Plan Implementation Date is the pendency of any appeal or application for leave to appeal with respect to the Approval Orders.

**ARTICLE 7  
ADMINISTRATION CHARGE**

**7.1 Administration Charge and Administration Charge Reserve**

The Settlement Funds, to the exclusion of the XL Indemnity Payment, up to a maximum of CAD\$20 million, plus any applicable sales taxes for the Canadian Professionals (the "**Administration Charge Reserve**"), shall upon the Effective Time on the Plan Implementation Date be subject to an administration charge in favour of the Canadian Professionals and shall constitute a carveout in favour of the U.S. Professionals in order to secure the payment of the fees, disbursements and entitlements owed or to be owed to them for the services rendered by them in connection with or relating to the CCAA Proceeding and the Bankruptcy Case (the "**Administration Charge**"). 60% of the Administration Charge Reserve shall be for the benefit of the Canadian Professionals and 40% shall be for the benefit of the U.S. Professionals. These funds shall be distributed to the Canadian Professionals pursuant to an order of the CCAA Court and to the U.S. Professionals pursuant to an order of the Bankruptcy Court. The Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances, security or rights of whatever nature or kind or deemed trusts affecting the Settlement Funds, if any. The Administration Charge and the Administration Charge Reserve are established on the basis of incurred fees and

disbursements as well as on an estimate of fees, disbursements and entitlements for which the Canadian Professionals and the U.S. Professionals could seek Court approval and are based on the Settlement Funds as presently constituted. The balance of the Administration Charge Reserve, if any, after payment of all fees, disbursements and entitlements of the Canadian Professionals and U.S. Professionals, shall form part of the Indemnity Fund, for distribution in accordance with the Plan.

## **ARTICLE 8 GENERAL**

### **8.1 Binding Effect**

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time;
- (b) the Plan shall be final and binding in accordance with its terms for all purposes on all Persons named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns; and
- (c) each Person named or referred to in, or subject to, the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety and shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

### **8.2 Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

### **8.3 Non-Consummation**

If the Approval Orders are not issued or if the Plan Implementation Date does not occur before the Plan Termination Date, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan or any Settlement Agreement, including the fixing or limiting to an amount certain any Claim, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Released Parties or any other Person; (ii) prejudice in any manner the rights of the Released Parties or any other Person in any further proceedings involving MMAC and/or the Derailment; or (iii) constitute an admission of any sort by the Released Parties or any other Person.

### **8.4 Plan Amendment**

MMAC reserves the right, at any time prior to the Plan Implementation Date, to amend, modify and/or supplement this Plan, provided that:

- (i) any amendment, modification or supplement to Articles 5 and 6 (including any defined terms contained therein) as well as any amendment, modification or supplement made to any other Article which affects the rights of Released Parties under their respective Settlement Agreement(s), may be made only with the written consent of the Released Parties or the affected Released Party, as the case may be, which can be provided at their sole discretion.
- (ii) any such amendment, modification or supplement must be contained in a written document that is filed with the CCAA Court, and must be discussed in advance with, and not objected to by the Released Parties and, if made following the Meeting, communicated to such of the Creditors and in such manner, if any, as may be ordered by the CCAA Court;
- (iii) any amendment, modification or supplement may be made unilaterally by MMAC following the Approval Orders, provided that it concerns a matter which, in the opinion of MMAC and the Monitor, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Plan and to the Approval Orders and is not adverse to the financial or economic interests of the Creditors or the Released Parties; and
- (iv) any supplementary plan or plans of compromise or arrangement filed with the CCAA Court by MMAC and, if required by this Section 8.4, approved by the CCAA Court shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan.

#### **8.5 Severability**

In the event that any provision in this Plan (other than Articles 5 and 6 and all defined terms contained therein or any other provision herein that would materially adversely affect the rights of any of the Released Parties under their respective Settlement Agreement(s), or requires any Released Party to pay more than the sum set forth in their respective Settlement Agreement(s)) is held by the CCAA Court to be invalid, void or unenforceable, the CCAA Court shall, following due notice to the parties in interest and a hearing on the issue, have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Canadian Approval Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms, as same may be recognized, enforced and given effect by the U.S. Approval Order.

**8.6 Paramountcy**

From and after the Plan Implementation Date, any conflict between: (A) this Plan; and (B) any information summary in respect of this Plan, or the covenants, warranties, representations; terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between MMAC and any Creditor, Released Party or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Approval Orders, which shall take precedence and priority. Notwithstanding the foregoing, the rights and duties of the parties under the Settlement Agreements are set forth in and shall be governed by the Settlement Agreements. More particularly, the Plan Releases and Injunctions shall be in addition to and are intended to supplement any releases included in the Settlement Agreements as between the parties to such Settlement Agreements. In the event of any inconsistency between this Plan or the Approval Orders and the Settlement Agreements, the terms of the Settlement Agreements will apply with respect to the parties thereto.

**8.7 Responsibilities of the Monitor**

The Monitor is acting in its capacity as Monitor in the CCAA Proceeding, and the Monitor will not be responsible or liable for any obligations of MMAC hereunder. The Monitor will have only those powers granted to it by this Plan, by the CCAA and by any Order of the CCAA Court in the CCAA Proceeding, including the Initial Order.

**8.8 Unclaimed Distributions**

If any Person entitled to a cash distribution pursuant to this Plan cannot be located on the Plan Implementation Date or at any time thereafter or otherwise fails to claim his/her/its distribution hereunder, then such cash or cash equivalent instruments shall be set aside and held in a segregated, non-interest-bearing account to be maintained by the Monitor on behalf of such Person. If such Person is located within six (6) months of the Plan Implementation Date, such cash (less the allocable portion of taxes (including withholding taxes), if any, paid by MMAC on account of such Person) and proceeds thereof, shall be paid or distributed to such Person. If such Person cannot be located within six (6) months of the Plan Implementation Date, any such cash, and interest and proceeds thereon, shall be remitted by the Monitor to a charitable association of its choice (if possible, in the Monitor's sole appreciation, dedicated to providing assistance to the victims of the Derailment), and such Person shall be deemed to have released its claim to such monies; provided, however, that nothing contained in this Plan shall require MMAC or the Monitor to attempt to locate such Person. Any distribution cheques that have not been negotiated within three (3) months of issuance shall be cancelled by the Monitor, and any right or entitlement to such distribution shall be treated as an unclaimed cash or distribution pursuant to this Section 8.8.

## 8.9 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

(a) If to MMAC

Montreal Maine & Atlantic Canada Co.  
C/o Gowling Lafleur Henderson LLP  
3700 – 1 Place Ville Marie  
Montréal, Québec H3B 3P4

Attention: Me Patrice Benoit ([patrice.benoit@gowlings.com](mailto:patrice.benoit@gowlings.com))  
Attention: Me Pierre Legault ([pierre.legault@gowlings.com](mailto:pierre.legault@gowlings.com))  
Fax: 514-876-9550

(b) If to the Monitor:

Richter Advisory Group  
1981 McGill College Avenue, 11<sup>th</sup> Floor  
Montréal, Québec H3A 0G6

Attention: Mr. Gilles Robillard ([grobillard@richter.ca](mailto:grobillard@richter.ca))  
Attention: Mr. Andrew Adessky ([aadessky@richter.ca](mailto:aadessky@richter.ca))  
Fax: 514-934-3504

with a copy by email or fax (which shall not be deemed notice) to:

Attention: Me Sylvain Vauclair ([svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca))  
Fax: 514-284-2046

(c) If to the Trustee:

Robert J. Keach, Esq. ([rkeach@bernsteinshur.com](mailto:rkeach@bernsteinshur.com))  
Bernstein Shur Sawyer & Nelson  
100 Middle Street  
P.O. Box 9729  
Portland, ME 04104-5029  
Fax: 207-774-1127

or to such other address as any party may from time to time notify the others in accordance with this section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or emailing, provided that such day in either event is a Business Day and the communication is so delivered, faxed or emailed before 5:00 p.m. (Montréal time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

**8.10 Further Assurances**

MMA and any other Person named or referred to in the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein.

**8.11 No Preference**

Sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 shall not apply to this Plan, save and except insofar as they may allow for the preservation or enforcement of (i) any claim brought or that could be brought in the future by the Trustee or MMA (and only the Trustee, MMA, their designee, or, to the extent applicable, the Estates) against the Rail World Parties and/or the D&O Parties but only to the extent that there is, or may be, insurance coverage for such claims under any policy of insurance issued by Great American, including, without limitation, the Great American Policy, and (ii) claims by the Trustee or MMA (and only the Trustee, MMA, their designee, or, to the extent applicable, the Estates) under applicable bankruptcy and non-bankruptcy law to avoid and/or recover transfers from MMA, MMA or Montreal, Maine & Atlantic Corporation to the holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated as of January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent any such transfers arise from the distribution of proceeds from the sale of certain assets of MMA to the State of Maine, including any claims by or on behalf of the Trustee or the Estates against any of the D&O Parties for any alleged breach of fiduciary duty or any similar claim based upon the D&O Parties' authorization for payment of such notes, but any such breach of fiduciary duty or any similar claim shall be limited to recovery from the insurer under any policy of insurance issued by Great American, including, without limitation, the Great American Policy.

**8.12 No Admission**

Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed as an admission by the Released Parties with respect to any matter set forth herein including, without limitation, liability on any Claim.

DATED as of the 31<sup>st</sup> day of March, 2015



**SCHEDULE A TO THE PLAN OF COMPROMISE AND ARRANGEMENT OF  
MONTREAL, MAINE & ATLANTIC CANADA CO.  
List of Released Parties**

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

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

Schedule 2 hereto but strictly as non-operating working interest owners or joint venturers in the specific Oasis-operated wells that produced oil that was provided and supplied by Oasis that was transported in the train involved in the Derailment.

3. **Inland Oil & Gas Corporation, Whiting Petroleum Corporation, Enerplus Resources (USA) Corporation, Halcón Resources Corporation, Tracker Resources, Kodiak Oil & Gas Corp. (now known as Whiting Canadian Holding Company, ULC) and Golden Eye Resources LLC**, together with each of their respective parents, subsidiaries, Affiliates, and each of their former and current respective employees, officers, directors, successors and permitted assignees and attorneys, but strictly as non-operating working interest owners or joint venturers in any wells that produced oil that was provided, supplied and transported in the train involved in the Derailment.
4. **Arrow Midstream Holdings CCC. ("Arrow")** together with its parents, subsidiaries, Affiliates, successors, officers, directors, principals, employees, attorneys, accountants, representatives, and insurers. For the avoidance of doubt, Arrow shall include its current parent Crestwood Midstream Partners LP; and insurers mean only those insurers who have issued liability insurance policies to or in favor of Arrow actually or potentially providing insurance for Claims against Arrow arising from or relating to the Derailment, including without limitation, Commerce and Industry Insurance Company under policy no. 3023278 and National Union Fire Insurance Company of Pittsburg, Pa. under policy no. 41131539.
5. **Marathon Oil Company ("Marathon")**, together with its parent, subsidiaries, successors and assigns, Affiliates, officers, directors, principals, employees, attorneys, accountants, representatives, insurers (to the extent strictly limited to coverage afforded to Marathon in relation to the Derailment), as well as the entities identified in schedule 5 attached hereto, but strictly as non-operating working interest owners or joint venturers in the specific Marathon-operated wells that produced and supplied oil that was transported on the train involved in the Derailment. For the avoidance of doubt, insurers, as used in this definition, shall include all insurers that issued liability policies to or for the benefit of Marathon and that actually or potentially provided coverage for Claims relating to or

arising from the Derailment, including, but not limited to, Yorktown Assurance Corporation policy number XSL-7-2013 and Old Maine Assurance Ltd. (reinsurance Agreement).

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

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

to, any of the foregoing entities and any of the successors and assigns of any of the foregoing entities.

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

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

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

Notwithstanding the foregoing or anything else in this list, and without implying or providing any limitation, the term “Settling Defendants” as used herein or above does not include, and shall not be deemed to include, any of the following: (a) Canadian Pacific Railway Company, (b) World Fuel Services Corporation, (c) World Fuel Services, Inc., (d) World Fuel Services, Canada, Inc., (e) Petroleum Transport Solutions, LLC, (f) Western Petroleum Co., (g) Strobel Starostka Transfer LLC, (h) Dakota Plains Marketing LLC, (i) Dakota Plains Holdings, Inc., (j) DPTS Marketing Inc., (k) Dakota Plains Transloading LLC, (l) Dakota Petroleum Transport Solution LLC, and (m) SMBC Rail Services, LLC.

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

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

**SCHEDULE 5**

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

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

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

**SCHEDULE 6**

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

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

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

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

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

**SCHEDULE 7**

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

A.G. Andrikopoulos Resources, Inc.

Abercrombie Energy, Inc.

Alameda Energy, Inc.

Anthony J. Klein

Bakken HBT II, LP

Beartooth Ridge Resources, Inc.

Beck Sherven Legion Post #290

Benjamin Kirkaldie

BigSky Oil & Gas, LLC

Bob Featherer LLC

Brendall Energy, LLC

Burlington Northern & Sante Fe

C King Oil

Cedar Creek Wolverine, LLC

Centaur Consulting, LLC

Chugash Exploration, LP

Comanche Exploration Company

Continental Resources, Inc.

Craig A. Slawson

D. Sumner Chase, III 2001 Irr. Trust

David L. Hilleren

David W. Strickler Trust

Davis Exploration, LLC

Deep Blue, LLC

Dogwood Hill Farms, LLC

DS&S Chase, LLC

Enerplus Resources (USA) Corp

Formation Energy LP

Frederic Putnam

Gadeco, LLC

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

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

**SCHEDULE 15**

**LIST OF UTCC'S INSURERS AND REINSURERS**

Canadian Insurance Companies

ACE INA Insurance

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

Westport Insurance Corporation

U.S. Insurance Companies

ACE American Insurance Company

American Zurich Insurance Company

Lexington Insurance Company

North American Capacity Insurance Company

Starr Indemnity & Liability Company

Bermudian Insurance Companies

ACE Bermuda Insurance Ltd.

Allied World Assurance Company Ltd.

Argo Re Ltd.

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

Chubb Atlantic Indemnity Ltd.

Hanseatic Insurance Company (Bermuda) Limited

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

Starr Insurance & Reinsurance Limited

XL Insurance (Bermuda) Ltd.

**SCHEDULE 18**

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

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

## SCHEDULE 23

### LIST OF IRVING INSURERS

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

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

**Schedule "B" Settlement Agreements**

PLAN OF COMPROMISE AND ARRANGEMENT OF

concerning, affecting and involving

MONTRÉAL, MAINE & ATLANTIC CANADA CO.

**TO BE FILED UNDER SEAL**



**Schedule "C" Draft Canadian Approval Order**

PLAN OF COMPROMISE AND ARRANGEMENT OF

concerning, affecting and involving

MONTRÉAL, MAINE & ATLANTIC CANADA CO.

**SUPERIOR COURT  
(Commercial Division)**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF ST-FRANÇOIS

No: 450-11-000167-134

DATE: ●

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PRESENT: THE HONOURABLE GAÉTAN DUMAS, J.S.C.

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IN THE MATTER OF THE PLAN OF COMPROMISE OF:

MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE)

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)

Monitor

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**SANCTION ORDER**

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**CONSIDERING** Montreal, Maine & Atlantic Canada Co.'s (the "**Petitioner**") *Motion for the Issuance of an Order Sanctioning the Plan of Compromise and Arrangement and Other Relief* (the "**Motion**"), pursuant to sections 6, 9 and 10 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the affidavit and exhibits filed in support thereof, the ● Report of Richter Advisory Group Inc. (the "**Monitor**") and the submissions of counsel for the Petitioner, for the Monitor and other parties of interest;

**GIVEN** the provisions of the Initial Order, as amended from time to time, issued by this Court in this matter on August 8, 2013;

**GIVEN** the provisions of the CCAA;

**FOR THESE REASONS, THE COURT:**

[1] **GRANTS** the Motion;

**DEFINITIONS**

- [2] **ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Petitioner dated March 31, 2015 and filed in the court record on April 2, 2015, a copy of which is attached hereto as Schedule "A" (the "**Plan**") or in the Creditors' Meeting Order granted by the Court on May 5, 2015 (the "**Meeting Order**"), as the case may be;

**SERVICE AND MEETING**

- [3] **ORDERS AND DECLARES** that there has been valid and sufficient service, delivery and notice of the Meeting Materials including the Plan and the Monitor's ● Report dated ● , for the purpose of the Creditors' Meeting, and that the Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the Meeting Order;
- [4] **DECLARES** valid and sufficient the service and the notices of presentation of the Motion and of the Monitor's ● Report filed for the purpose of this Order and **EXEMPTS** the Petitioner from service or providing any notice of presentation of the Motion other than the service and notice already given;

**SANCTION OF THE PLAN**

- [5] **ORDERS AND DECLARES** that:
- (a) the Plan has been approved by the required majority of Creditors with Voting Claims in conformity with the CCAA;
  - (b) the Petitioner has complied in all respects with the provisions of the CCAA and all the Orders made by this Court in the CCAA Proceedings;
  - (c) the Court is satisfied that the Petitioner has neither done nor purported to do anything that is not authorized by the CCAA; and
  - (d) the Petitioner has acted in good faith and with due diligence, and the Plan (and its implementation) is fair and reasonable, and in the best interests of the Petitioner, the Creditors, the other stakeholders of the Petitioner and all other Persons stipulated in the Plan;
- [6] **ORDERS AND DECLARES** that the Plan and its implementation, are hereby sanctioned and approved pursuant to Section 6 of the CCAA;

**PLAN IMPLEMENTATION**

- [7] **DECLARES** that the Petitioner and the Monitor are hereby authorized and directed to take all steps and actions, and to do all such things, as determined by the Monitor and the Petitioner, respectively, to be necessary or appropriate to implement the Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, including, without limitation, the Settlement Agreements, as required by

the Monitor or the Petitioner, respectively, as contemplated by the Plan, and all such steps, transactions and agreements are hereby approved;

- [8] **ORDERS** that on the Plan Implementation Date, the Petitioner, represented by the Trustee, the sole shareholder of the Petitioner, shall be authorized and directed to issue, execute and deliver any and all agreements, documents, securities and instruments contemplated by the Plan, and to perform its obligations under such agreements, documents, securities and instruments as may be necessary or desirable to implement and effect the Plan, and to take any further actions required in connection therewith;
- [9] **ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, releases, injunctions, offsets and cancellations effected thereby are hereby approved, shall be deemed to be implemented and shall be binding and effective in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan, in the sequence provided therein, and shall enure to the benefit of and be binding upon the Petitioner, the Released Parties and all Persons affected by the Plan;
- [10] **ORDERS**, subject to the terms of the Plan, that from and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Petitioner then existing or previously committed by the Petitioner, or caused by the Petitioner, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Petitioner arising directly or indirectly from the filing by the Petitioner under the CCAA and the implementation of the Plan and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Petitioner from performing its obligations under the Plan or be a waiver of defaults by the Petitioner under the Plan and the related documents;
- [11] **ORDERS** that from and after the Plan Implementation Date, and for the purposes of the Plan only, if the Petitioner does not have the ability or the capacity pursuant to applicable law to provide its agreement, waiver, consent or approval to any matter requiring its agreement, waiver, consent or approval under the Plan, such agreement, waiver, consent or approval may be provided by the Trustee, or that such agreement, waiver, consent or approval shall be deemed not to be necessary;
- [12] **ORDERS** that upon fulfillment or waiver of the conditions precedent to implementation of the Plan as set out and in accordance with Article 6 of the Plan, the Monitor shall deliver the Monitor's Certificate, substantially in the form attached as Schedule "B" to this Order, to the Petitioner in accordance with Article 6.1 of the Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Monitor's Website;

**DISTRIBUTIONS BY THE MONITOR**

- [13] **ORDERS** that on the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Affected Claims of Creditors and to manage the distribution of the Funds for Distribution in accordance with the Plan and the Claims Resolution Order;
- [14] **ORDERS AND DECLARES** that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Petitioner, to the Creditors with Voting Claims under the Plan are for the account of the Petitioner and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;
- [15] **ORDERS AND DECLARES** that, notwithstanding:
- (a) the pendency of these proceedings and the declarations of insolvency made therein;
  - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., c. B-3, as amended (the "**BIA**") in respect of the Petitioner and any bankruptcy order issued pursuant to any such application; and
  - (c) any assignment in bankruptcy made in respect of the Petitioner;

the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and the Settlement Agreements contemplated thereby, whether before or after the Filing Date, and any action taken in connection therewith, including, without limitation, under this Order shall not be void or voidable and do not constitute nor shall they be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under the BIA, article 1631 and following of the Civil Code or any other applicable federal or provincial legislation, and the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and the Settlement Agreements contemplated thereby, whether before or after the Filing Date, and any action taken in connection therewith, do not constitute conduct meriting an oppression remedy under any applicable statute and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of the Petitioner;

**APPROVAL OF SETTLEMENT AGREEMENTS**

- [16] **ORDERS** that each of the Settlement Agreements be and is hereby approved;
- [17] **ORDERS** that the Settlement Agreements shall be sealed and shall not form part of the public record, subject to further Order of this Court;
- [18] **ORDERS AND DIRECTS** the Monitor to do such things and take such steps as are contemplated to be done and taken by the Monitor under the Plan. Without limitation: (i) the Monitor shall hold the Indemnity Fund to which the Settlement Funds will be deposited; and (ii) hold and distribute the Funds for Distribution in accordance with the terms of the Plan and the Claims Resolution Order;

**RELEASES AND INJUNCTIONS**

- [19] **ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan, including those granted by and for the benefit of the Released Parties, are integral components thereof and are necessary for, and vital to, the success of the Plan and that all such releases, discharges and injunctions are hereby sanctioned, approved, binding and effective as of the Plan Implementation Date. For greater certainty, nothing herein or in the Plan shall release or affect any rights or obligations provided under the Plan;
- [20] **ORDERS** that, without limiting anything in this Order, including without limitation, paragraph 19 hereof, or anything in the Plan, any Claim that any Person (regardless of whether or not such Person is a Creditor or Claimant) holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the Derailment the Policies, MMA, and/or MMAC, is hereby permanently and automatically released and the enforcement, prosecution, continuation or commencement thereof is permanently and automatically enjoined and forbidden. Any and all Claims against the Released Parties are permanently and automatically compromised, discharged and extinguished, and all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Claims to the Released Parties and shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties. Notwithstanding the foregoing, this Order (i) shall have no effect on the rights and obligations provided by the "*Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic*" signed on February 19, 2014 between Canada and the Province, (ii) shall not extend to and shall not be construed as extending to any Unaffected Claims.
- [21] **ORDERS** that, without limitation to the Meeting Order and Claims Procedure Order, any holder of a Claim, including any Creditor, who did not file a Proof of Claim before the applicable Bar Date shall be and is hereby forever barred from making any Claim against the Petitioner and Released Parties and any of their successors and assigns, and shall not be entitled to any distribution under the Plan, and that such Claim is forever extinguished;

**CHARGES**

- [22] **ORDERS** that, subject to paragraph 23 and 25 hereof, upon the Plan Implementation Date, all CCAA Charges against the Petitioner or its property created by the Initial Order or any subsequent orders (as defined in the Initial Order, the "CCAA Charges") shall be terminated, discharged and released;
- [23] **ORDERS** that, notwithstanding paragraph 22 hereof, the Canadian Professionals and U.S. Professionals are entitled to the Administration Charge set out in Article 7 of the Plan as security for the payment of the fees and disbursements of the Canadian Professionals and U.S. Professionals;
- [24] **DECLARES** that the Canadian Professionals and U.S. Professionals, as security for the professional fees and disbursements owed or to be owed to them in connection with or relating to the CCAA Proceeding including the Plan and its implementation, be entitled to the benefit of and are hereby granted a charge and security in the Settlement Funds, to the exclusion of the XL Indemnity Payment, to the extent of the aggregate amount of \$20,000,000.00, plus any applicable sales taxes for the Canadian Professionals (defined in the Plan as the Administration Charge Reserve). The Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances, security or rights of whatever nature or kind or deemed trusts (collectively "**Encumbrances**") affecting the Settlement Funds, to the exclusion of the XL Indemnity Payment, if any;
- [25] **ORDERS** that the Petitioner shall not grant any Encumbrances in or against the Settlement Funds that rank in priority to, or *pari passu* with, the Administration Charge unless the Petitioner obtains the prior written consent of the Monitor and the prior approval of the Court.
- [26] **DECLARES** that the Administration Charge shall immediately attach to the Settlement Funds, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
- [27] **DECLARES** that the Administration Charge and the rights and remedies of the beneficiaries of same, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Petitioner or any receiving order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement or other arrangement which binds the Petitioner (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Petitioner of any Third Party Agreement to which it is a party; and
  - (b) any of the beneficiaries of the Administration Charge shall not have liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the Administration

Charge;

- [28] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Petitioner and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Settlement Funds made by the Monitor pursuant to the Plan and the granting of the Administration Charge, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.
- [29] **DECLARES** that the Administration Charge shall be valid and enforceable as against all Settlement Funds, subject to the Administration Charge Reserve, and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Petitioner, for all purposes;
- [30] **ORDERS** that, notwithstanding any of the terms of the Plan or this Order, the Petitioner shall not be released or discharged from its obligation in respect of the Unaffected Claims, including, without limitation, to pay the fees and expenses of the Canadian Professionals and the U.S. Professionals;

#### **STAY OF PROCEEDINGS**

- [31] **EXTENDS** the Stay Period (as defined in the Initial Order and as extended from time to time) to and including December 15, 2015;
- [32] **ORDERS** that all orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order, the Meeting Order, the Claims Resolution Order or any further Order of this Court;

#### **THE MONITOR**

- [33] **ORDERS** that all of the actions and conduct of the Monitor disclosed in the Monitor's Reports are hereby approved, and **DECLARES** that the Monitor has satisfied all of its obligations up to and including the date of this Order;
- [34] **ORDERS** that, effective upon the Plan Implementation Date, any and all claims against the Monitor in connection with the performance of its duties as Monitor of the Petitioner up to the Plan Implementation Date shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof except for any liability arising out of gross negligence or willful misconduct on the part of the Monitor, provided however that this paragraph shall not release the Monitor of its remaining duties pursuant to the Plan and this Order (the "**Remaining Duties**");
- [35] **ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon such terms as may be determined by the Court;

- [36] **DECLARES** that the protections afforded to Richter Advisory Group Inc., as Monitor and as officer of this Court, pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceedings shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect;
- [37] **DECLARES** that the Monitor has been and shall be entitled to rely on the books and records of the Petitioner and any information provided by the Petitioner without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information;
- [38] **DECLARES** that any distributions under the Plan and this Order shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Petitioner for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 14 of the *Act Respecting the Ministère du Revenu* (Québec) or any other similar federal, provincial or territorial tax legislation (collectively the "**Tax Statutes**") given that the Monitor is only a disbursing agent of the payments under the Plan, and the Monitor in making such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of it making any payments ordered or permitted hereunder or under the Plan, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made or to be made under the Plan or this Order and any claims of this nature are hereby forever barred;
- [39] **DECLARES** that the Monitor shall not, under any circumstances, be liable for any of the Petitioner's tax liabilities regardless of how or when such liability may have arisen;
- [40] **DECLARES** that the Monitor shall incur no liability as a result of acting in accordance with the Plan and the Orders, including without limitation, this Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of the Monitor;
- [41] **ORDERS** that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court the Monitor's Plan Completion Certificate, substantially in the form attached as Schedule "C" to this Order (the "**Monitor's Plan Completion Certificate**") stating that all of the Monitor's Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of the Monitor's Plan Completion Certificate, Richter Advisory Group Inc. shall be deemed to be discharged from its duties as Monitor of the Petitioner in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings;
- [42] **ORDERS AND DECLARES** that the Monitor and the Petitioner, and their successors and assigns, as necessary, are authorized to take any and all actions as may be necessary or appropriate to comply with applicable tax withholding and reporting requirements. All amounts withheld on account of taxes shall be treated for all purposes as having been paid to the Affected Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental

authority;

**GENERAL**

- [43] **DECLARES** that the Monitor or the Petitioner may, from time to time, apply to this Court for any advice, directions or determinations concerning the exercise of their respective powers, duties and rights hereunder or in respect of resolving any matter or dispute relating to the Plan, the Claims Resolution Order or this Order, or to the subject matter thereof or the rights and benefits thereunder, including, without limitation, regarding the distribution mechanics under the Plan;
- [44] **DECLARES** that any other directly affected party that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Petitioner and the Monitor in accordance with the Initial Order;
- [45] **DECLARES** that the Monitor is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for an order recognizing the Plan and this Order and confirming that the Plan and this Order are binding and effective in such jurisdiction and that the Monitor is the Petitioner's foreign representative for those purposes;
- [46] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order, including the registration of this Order in any office of public record by any such court or administrative body or by any Person affected by the Order;
- [47] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security;

**THE WHOLE WITHOUT COSTS.**

Sherbrooke, \_\_\_\_\_

\_\_\_\_\_  
Honourable Gaétan Dumas, J.S.C.

**SCHEDULE "A"**  
**PLAN OF COMPROMISE**

**[SEE ATTACHED]**

**SCHEDULE "B"**  
**MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C., c. C-36, as amended)

No. : 500-11-

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

●

Petitioner

-and-

●

Monitor

**CERTIFICATE OF THE MONITOR OF ● (Plan Implementation)**

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Plan of Compromise and Arrangement of ● pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated ● (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "Plan").

Pursuant to section ● of the Plan, ● (the "Monitor"), in its capacity as Court-appointed Monitor of [DEBTOR], delivers this certificate to [DEBTOR] and hereby certifies that all of the conditions precedent to implementation of the Plan as set out in section ● of the Plan have been satisfied or waived by ● . Pursuant to the Plan, the [Plan Implementation Date] has occurred on this day. This Certificate will be filed with the Court and posted on the Monitor's Website.

DATED at the City of Montréal, in the Province of Québec, this \_\_\_\_ day of \_\_\_\_\_, ●.

●, in its capacity as the Court-appointed Monitor  
of [DEBTOR]

12

Per:

\_\_\_\_\_  
Name:

Title:

**SCHEDULE "C"**  
**MONITOR'S PLAN COMPLETION CERTIFICATE**

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**

**No. : 500-11-**

**SUPERIOR COURT**  
**Commercial Division**  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C., c. C-36, as amended)

**IN THE MATTER OF THE PLAN OF COMPROMISE OF:**

●

**Petitioner**

-and-

●

**Monitor**

**CERTIFICATE OF THE MONITOR**  
**(Plan Completion)**

**RECITALS:**

- A. Pursuant to an Order of the Honourable ● of the Québec Superior Court (Commercial Division) (the "Court") dated ●, ● was appointed as the Monitor (the "**Monitor**") of [DEBTOR].
- B. Pursuant to an Order of the Honourable ● of the Court dated ● (the "**Sanction Order**"), the Court sanctioned and approved the Plan of Compromise of ● pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated ● (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**").
- C. Pursuant to the Sanction Order, the Court ordered that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court a certificate stating that all of the Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of such certificate, ● shall be deemed to be

discharged from its duties as Monitor of ● in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings.

D. All capitalized terms not otherwise defined herein shall have the meaning set out in the Sanction Order.

Pursuant to paragraph ● of the Sanction Order, ● in its capacity as Court-appointed Monitor of ● (the "**Monitor**") hereby certifies that the Monitor has completed its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties.

DATED at the City of Montréal, in the Province of Québec, this \_\_\_\_ day of \_\_\_\_\_, ●.

●, in its capacity as the Court-appointed Monitor  
of ●

Per:

\_\_\_\_\_  
Name:

Title:



**Schedule "D" List of Existing Agreements**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

**MONTREAL, MAINE & ATLANTIC CANADA CO.**  
**Schedule D**  
**List of Existing Agreements**

- Rail World Locomotive Leasing, LLC Railroad Locomotive Lease Agreement dated February 10, 2004, as amended.
- Rail World Locomotive Leasing, LLC Railroad Locomotive Lease Agreement dated July 1, 2012.
- Management Agreement dated January 8, 2003, as amended, by and among Montreal Maine & Atlantic Railway, Ltd., Montreal, Maine & Atlantic Canada Co., MM&A Rolling Stock Corporation, LMS Acquisition Corporation and Rail World, Inc.
- Retention Agreement between Montreal, Maine & Atlantic Railway, Ltd. and M. Donald Gardner dated on or about August 5, 2011.
- Retention Agreement between Montreal, Maine & Atlantic Railway, Ltd. and Joseph McGonigle dated on or about August 5, 2011.
- Retention Agreement between Montreal, Maine & Atlantic Railway, Ltd. and Gaynor Ryan dated on or about August 5, 2011.
- Agreement between Montreal Maine & Atlantic Railway, Ltd. and LMS Acquisition Corporation regarding payment of bulk starch transloading costs.
- Letter agreement dated May 31, 2012 between Montreal, Maine & Atlantic Canada and Rail World, Inc. regarding reimbursement payments from Government of Quebec, Minister of Transport.

**Schedule "E" Distribution mechanism with respect to the  
Wrongful Death Claims**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

**Montreal Maine & Atlantic Canada Co.**  
**Schedule E**  
**Distribution Mechanism with Respect to the Wrongful Death Claims**

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

**Montreal Maine & Atlantic Canada Co.**  
**Schedule E**  
**Distribution Mechanism with Respect to the Wrongful Death Claims**

Victim	Total Points	Allocation %	Estimated Potential Distribution
1	88	4.78%	\$ 3,691,000
2	23	1.63%	1,257,000
3	32	2.27%	1,750,000
4	20	1.42%	1,094,000
5	13	1.24%	957,000
6	20	1.42%	1,094,000
7	6	0.42%	328,000
8	38	2.66%	2,049,000
9	28	1.95%	1,504,000
10	14	0.99%	765,000
11	23	1.63%	1,258,000
12	16	1.13%	875,000
13	20	1.42%	1,094,000
14	28	1.95%	1,504,000
15	40	2.83%	2,187,000
16	52	3.65%	2,816,000
17	28	1.95%	1,504,000
18	25	1.77%	1,367,000
19	23	1.63%	1,257,000
20	40	2.83%	2,187,000
21	17	1.20%	929,000
22	18	1.27%	984,000
23	38	2.66%	2,050,000
24	21	1.45%	1,121,000
25	23	1.63%	1,258,000
26	55	3.90%	3,007,000
27	25	1.77%	1,367,000
28	53	3.72%	2,871,000
29	40	2.83%	2,187,000
30	31	2.16%	1,668,000
31	20	1.42%	1,094,000
32	23	1.63%	1,257,000
33	25	1.77%	1,367,000
34	40	2.83%	2,187,000
35	13	0.92%	711,000
36	13	0.92%	711,000
37	45	3.15%	2,433,000
38	21	1.45%	1,121,000
39	25	1.77%	1,367,000
40	30	2.12%	1,640,000
41	23	1.59%	1,230,000
42	41	2.92%	2,255,000
43	40	2.83%	2,187,000
44	40	2.83%	2,187,000
45	13	0.92%	711,000
46	53	3.72%	2,871,000
47	31	2.21%	1,709,000
48	40	2.83%	2,187,000
	<b>1,412</b>	<b>100.0%</b>	<b>\$ 77,205,000</b>

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

(all amounts are in Canadian dollars)

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**Schedule "F" Distribution mechanism with respect to the Bodily  
Injury and Moral Damages Claims**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

Montreal, Maine & Atlantic Canada Co.  
 Schedule F  
 Distribution Mechanism with Respect to the Moral Damage Claims

	Points	Estimated # of claimants	Total points	%	Est. Dist.	Dist. per claim
Trouble & Inconvenience	5.0	3,700	18,500	35.8%	\$ 11,472,000	\$ 3,100
<b>Evacuations</b>						
Per day of displacement	1.0	1,850	10,370	20.1%	6,430,000	620
Maximum	30.0					par jour
Red Zone/Yellow Zone	50.0	140	7,000	13.5%	4,341,000	31,010
Grandparents and grandchildren (note 1)	15.0	50	750	1.5%	465,000	9,300
Post Traumatic Stress - short term (note 2)	50.0	100	5,000	9.7%	3,100,000	31,000
Post Traumatic Stress - long term (note 2)	100.0	100	10,000	19.3%	6,201,000	62,010
Bodily Injury	50.0	2	100	0.2%	62,000	31,000
Buffer (note 3)					2,000,000	
<b>Total (notes 1 &amp; 4)</b>			<b>51,720</b>	<b>100%</b>	<b>\$ 34,071,000</b>	

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

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

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

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

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

(all amounts are in Canadian dollars)

**Schedule "G" Distribution mechanism with respect to the property  
and Economic Damages Claims**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

**Montreal, Maine & Atlantic Canada Co.**  
**Schedule G**  
**Distribution Mechanism with Respect to the Property and Economic Damages Claims**

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

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

**(all amounts are in Canadian dollars)**

**Schedule "H" XL Settlement Agreement**  
**PLAN OF COMPROMISE AND ARRANGEMENT**  
**concerning, affecting and involving**  
**MONTREAL, MAINE & ATLANTIC CANADA CO.**

**SETTLEMENT AGREEMENT**

This Agreement is made as of the Execution Date by the XL Companies, the Trustee and MMAC, and shall be effective as of the Approval Date.<sup>1</sup>

**RECITALS**

WHEREAS, MMA and MMAC are insureds under a Railroad Liability Insurance Policy, bearing number RRL003723801 and in effect from April 1, 2013 to April 1, 2014 (subject to any extensions as may be or have been agreed between the parties), issued by Indian Harbor;

WHEREAS, MMA and MMAC are insureds under a Railroad Liability Insurance Policy, bearing the number RLC003808301 and in effect from April 1, 2013 to April 1, 2014 (subject to any extensions as may be or have been agreed between the parties), issued by XL Insurance;

WHEREAS, on July 6, 2013, a train operated by MMAC and MMA derailed in Lac-Mégantic, Québec, Canada, causing numerous fatalities, bodily injury to hundreds of people, and extensive property and environmental damage;

WHEREAS, on August 6, 2013, MMAC filed a petition for the issuance of an initial order with the CCAA Court.

WHEREAS, Richter Advisory Group Inc. has been appointed as Monitor in connection with the CCAA Proceeding;

WHEREAS, on August 7, 2013, MMA filed a voluntary petition in the Bankruptcy Court for relief under chapter 11 of the Bankruptcy Code;

WHEREAS, on August 21, 2013, the United States Trustee appointed the Trustee, having full rights and power under the Bankruptcy Code to act for and on behalf of MMA;

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<sup>1</sup> All capitalized terms used herein have the meanings contained in the definitions set forth in Section I of this Agreement.

WHEREAS, various claims arising out of the Derailment have been made against MMA, MMAC, and other insureds under the Policies;

WHEREAS, the Parties wish to resolve all Claims that have arisen or could in the future arise relating to the Policies by agreeing to a global settlement relating to Claims and possible Claims against the XL Companies arising out of the Derailment or otherwise under the Policies;

WHEREAS, the Canadian Policy is the applicable policy in respect of any loss, cost or expense arising out of the Derailment, and covered losses arising out of the Derailment will substantially exceed the applicable CAN \$25 million per occurrence limit in the Canadian Policy;

WHEREAS, the Parties recognize that, to the extent applicable, Quebec law provides that the proceeds of the Canadian Policy are property of the victims of the Derailment, and the Parties seek to establish a mechanism for promptly providing those victims with access to those proceeds;

WHEREAS, the parties also seek to achieve a global resolution of any and all other matters relating to the Policies, through a buy-back, by the XL Companies, of the Trustee's and MMAC's remaining interests in the Policies;

WHEREAS, through this Agreement, the Plan and the Approval Orders, the Parties seek to provide the XL Companies with the broadest possible release with respect to the Policies and to provide that the XL Companies shall have no further obligations to any Person for any and all Claims that have been, or could in the future be, asserted against the XL Companies in relation to the Policies and/or the Derailment;

WHEREAS, the XL Companies have sought, and the Trustee, MMAC and the Monitor have agreed, through the negotiations leading to this Agreement, to create a mechanism under

which all of the Directors, Officers and Employees, and all other Persons that assert any right or interest in the Policies have had reasonable opportunity to become a Settling Defendant and Released Party by entering into an appropriate settlement agreement.

WHEREAS, the Parties intend that this Agreement shall be approved in the Bankruptcy Case and CCAA Proceeding and given the effect by the U.S. Approval Order and the Canadian Approval Order.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below.

- 1.1. "Agreement" means this Settlement Agreement.
- 1.2. "Approval Date" means the date on which the U.S. Approval Order and the Canadian Approval Order become Final Orders. If the U.S. Approval Order and the Canadian Approval Order become Final Orders on different dates, the Approval Date is the date on which the later order to become a Final Order becomes a Final Order.
- 1.3. "Approval Orders" means the U.S. Approval Order and the Canadian Approval Order, collectively.
- 1.4. "Bankruptcy Case" means the case styled *In re Montreal, Maine & Atlantic Railway Ltd.*, Bankr. D. Me. No. 13-10670.
- 1.5. "Bankruptcy Code" means Title 11 of the United States Code.
- 1.6. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Maine, as presiding over the Bankruptcy Case.
- 1.7. "Canadian Approval Order" means an order entered in the CCAA Proceeding, which Order shall be in form and substance acceptable to the XL Companies, and shall, among

other things, (i) approve, sanction and/or confirm the Canadian Plan, (ii) approve this Agreement; (iii) authorize MMAC to undertake the settlement and the transactions contemplated by this Agreement; (iv) authorize the sale of MMAC's remaining interest, in the Policies, if any, to the extent permitted by law, to the XL Companies free and clear of any and all claims and interests; (v) vest any and all interests in the XL Indemnity Payment; (vi) provide that the XL Companies are good faith purchasers of MMAC's remaining interests in the Policies and, as such, are entitled to all protections provided to a good-faith purchaser; and (vii) provide for the Injunction.

1.8. "Canadian Policy" means the insurance policy issued by XL Insurance, bearing number RLC003808301.

1.9. "Canadian Plan" means a plan of compromise or arrangement, to be filed by MMAC in the CCAA Proceeding, which shall provide, among other things, for approval of this Agreement and entry of the Canadian Approval Order, which Canadian Plan shall be in form and substance acceptable to the XL Companies.

1.10. "CCAA" means the Companies' Creditors Arrangement Act, R.S.C. c. C-36, as amended.

1.11. "CCAA Court" means the Superior Court, Province of Québec, as presiding over the CCAA Proceeding.

1.12. "CCAA Proceeding" means the case styled *In the Matter of the Plan of Compromise or Arrangement of Montreal, Maine & Atlantic Canada Co.*, Superior Court, Province of Québec, No. 500-11-045094-139.

1.13. "CIT Group" means CIT Group, Inc.

1.14. "Claim" means past, present and future claims, causes of action, obligations, rights, suits, judgments, remedies, interests, actions, liabilities, demands, duties, injuries, damages, expenses, fees, or costs of whatever kind or nature (including attorney's fees and expenses), whether foreseen or unforeseen, known or unknown, asserted or unasserted, contingent or matured, liquidated or unliquidated, whether in tort, contract, extra-contractual or otherwise, whether statutory, at common law or in equity, including but not limited to claims for breach of contract, breach of the implied covenant of good faith and fair dealing, statutory or regulatory violations, for indemnity or contribution, or punitive, exemplary or extra-contractual damages of any type, (a) arising out of, based upon, or relating in any way related to, in whole or in part, directly or indirectly, whether through a direct claim, cross-claim, third-party claim, subrogation claim, class action or otherwise, to (i) the Derailment, including any claims for wrongful death, personal injury, emotional distress, property damage, economic loss, or environmental damage, remediation or exposure; (ii) the Policies; (iii) the issuance of the Policies; (iv) insurance coverage under the Policies, reimbursement or payment under the Policies; (v) any act or omission of an insurer of any type for which a Claimant might seek relief in connection with the Policies, or (b) that would otherwise constitute a claim (i) provable in bankruptcy under the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, had MMAC become bankrupt on August 6, 2013; or (ii) within the definition of "claim" set forth in Section 101(5) of the Bankruptcy Code.

1.15. "Claimant" means any Person holding or potentially holding any Claim against (i) MMA, (ii) MMAC, (iii) to the extent applicable, the Estates, (iv) any XL Company, and/or (v) any of the Released Parties.

1.16. "Derailment" means the July 6, 2013 derailment in Lac-Mégantic, Québec.

1.17. "Directors, Officers and Employees" mean any and all persons or entities who qualify as an officer, director, partner, or employee under either of the Policies.

1.18. "Estates" means the MMA bankruptcy estate and, to the extent applicable, the MMAC estate.

1.19. "Execution Date" means the first day upon which all Parties have executed this Agreement.

1.20. "Final Order" means an order of the Bankruptcy Court or the CCAA Court that is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed by any and all courts with jurisdiction to consider any appeals therefrom.

1.21. "Indian Harbor" means Indian Harbor Insurance Company.

1.22. "Injunction" means an order by the CCAA Court and the Bankruptcy Court permanently releasing and enjoining the enforcement, prosecution, continuation or commencement of any (a) Claim that any Person or Claimant holds or asserts or may in the future hold or assert against the XL Companies arising out of, in connection with and/or in any way related to any of the Policies and (b) Claim against any Released Party and/or Settling Defendant arising out of, in connection with and/or in any way related to the Policies or the Derailment. The Injunction order shall provide that all Persons and Claimants, whether or not consensually, shall be deemed to have granted full and complete releases to the XL Companies and the Released Parties and shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim against the XL Companies and the Released Parties, (ii) continuing or commencing any action or other proceeding with respect to any Claim against the XL Companies and the Released Parties, (iii) seeking the enforcement, attachment, collection or

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recovery of any judgment, award, decree, or order against the XL Companies and the Released Parties or property of the XL Companies and the Released Parties with respect to any Claim, (iv) creating, perfecting, or enforcing any encumbrance of any kind against the XL Companies and the Released Parties or the property of the XL Companies and the Released Parties with respect to any Claim, and (v) asserting any right of setoff, subrogation, or recoupment of any kind against any obligations due to the XL Companies and the Released Parties with respect to any Claim, the whole to the extent that any such Claim Arises out of, is in connection with and/or in any way related to the Derailment or the Policies.

1.23. "MMA" means Montreal, Maine & Atlantic Railway Ltd.

1.24. "MMAC" means Montreal, Maine and Atlantic Canada Co.

1.25. "Monitor" means Richter Advisory Group Inc., in its capacity as Monitor in the CCAA Proceeding, or such other entity as may be approved by the CCAA Court in the future to serve in such capacity in the CCAA Proceeding.

1.26. "Other Insurer" means any Person that provided, or claims or is alleged to have provided, any insurance coverage to MMA, MMAC, any of their Directors, Officers and Employees, or affiliates.

1.27. "Parties" means the Trustee (for himself solely as a trustee, for MMA and for its estate), MMAC, and the XL Companies.

1.28. "Person" means and includes a natural person or persons, a group of natural persons acting as individuals, a group of natural individuals acting in collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any

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successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.

1.29. "Plan" means the U.S. Plan and/or the Canadian Plan.

1.30. "Policies" mean the U.S. Policy and the Canadian Policy.

1.31. "Proceedings" mean the Bankruptcy Case and the CCAA Proceeding.

1.32. "Rail World" means Rail World, Inc.

1.33. "Released Parties" means any and all Persons with whom MMAC and the Trustee has executed or hereafter executes a settlement agreement substantially in the form of this Agreement (the "Settling Defendants") whereby the Settling Defendants are provided with a release of any Claim in connection with the Derailment, provided that Approval Orders are rendered approving such settlement agreements and providing the Injunction in favour of the Settling Defendants.

1.34. "Settlement Amount" means the sum of the XL Indemnity Payment plus the XL Additional Payment, to be paid by the XL Companies pursuant to Section 2.1 of this Agreement.

1.35. "Settling Defendant" has the meaning set forth in Section 1.33 of this Agreement.

1.36. "Trustee" means Robert J. Keach, in his capacity as chapter 11 Trustee appointed in the Bankruptcy Case, or such other person as may be approved by the Bankruptcy Court in the future to serve in such capacity in the Bankruptcy Case.

1.37. "U.S. Approval Order" means (x) an Order entered in the Bankruptcy Case sanctioning, approving and/or confirming the Plan, or (y) an order entered in the Bankruptcy Case pursuant to the applicable sections of chapter 15 of the Bankruptcy Code, which order recognizes and enforces the terms of the Canadian Approval Order. In either case, a "U.S. Approval Order" shall be in form and substance acceptable to the XL Companies, and must,

among other things, (i) approve this Agreement; (ii) authorize the Trustee to undertake the settlement and the transactions contemplated by this Agreement; (iii) authorize the sale of the MMA estate's remaining interest in the Policies to the XL Companies free and clear of any and all claims and interests; (iv) vest any and all interests in the XL Indemnity Payment; (v) provide that the XL Companies are good faith purchasers of the MMA estate's remaining interests in the Policies and, as such, are entitled to all protections provided to a good-faith purchaser; and (vi) provide for the Injunction.

1.38. "U.S. Plan" means the plan of reorganization, to be filed by the Trustee in the Bankruptcy Case, which shall provide, among other things, for approval of this Agreement and entry of the U.S. Approval Order, which U.S. Plan shall be in form and substance acceptable to the XL Companies.

1.39. "U.S. Policy" means the insurance policy issued by Indian Harbor, bearing number RRL003723801.

1.40. "XL Companies" means Indian Harbor, XL Insurance, XL Group plc and their affiliates.

1.41. "XL Additional Payment" is US \$5 million.

1.42. "XL Indemnity Payment" is CDN \$25 million.

1.43. "XL Insurance" means the Canadian Branch of XL Insurance Company SE (formerly XL Insurance Company Limited).

1.44. "XL Policies" means the Canadian Policy and the U.S. Policy.

## II. SALE OF THE ESTATES' REMAINING INTERESTS IN THE POLICIES AND PAYMENT OF THE SETTLEMENT AMOUNT

2.1. Subject to all of the terms and conditions of this Agreement, in full and final settlement of all responsibilities under and arising out of the Policies, the XL Companies shall

purchase from the Trustee and MMAC, and the Trustee and MMAC shall sell, convey, transfer and deliver to the XL Companies, after payment of the Settlement Amount, MMA's and the MMAC's remaining interests, if any and to the extent permitted by law, in each of the Policies, free and clear of any and all Interests of any and all Persons. Within five calendar days of payment of the Settlement Amount, and upon request of the XL Companies, the Trustee and MMAC shall execute and deliver to the XL Companies bills of sale, in form and substance acceptable to the XL Companies, evidencing such sales of MMA's and the MMAC estate's remaining interests in the Policies to the XL Companies, which sales shall be effective as of the Approval Date.

2.2. Subject to all of the terms of this Agreement, in full and final settlement of all responsibilities under and arising out of the Policies, including the sale of MMA's and the MMAC estate's remaining interests in the Policies, XL Insurance shall pay the Settlement Amount to the Monitor by no later than the 10th calendar day after Approval Orders become Final Orders. The Trustee (to whom a portion of the Settlement Amount will be remitted by the Monitor for distribution to some of the Claimants, the whole in accordance with the Plan), MMAC and the Monitor covenant and agree that the proceeds of the XL Indemnity Payment shall be distributed in accordance with the Plan. The Trustee and MMAC intend to seek authorization to use the entire amount of the XL Additional Payment for the payment of (i) allowed administrative expenses in the Bankruptcy Case and (ii) the professional fees and disbursements of the Monitor, the Monitor's counsel and MMAC's counsel in the CCAA Proceeding.

2.3. The Parties agree that (i) the Settlement Amount is the total amount the XL Companies are obligated to pay on account of any and all Claims of any kind made under or

related to the Policies; (ii) under no circumstance will the XL Companies ever be obligated to make any additional payments to MMA, MMAC, the Trustee, the Estates (where applicable), or any other Person in connection with the Policies; (iii) all limits of liability of the Policies, including all per occurrence and aggregate limits, shall be deemed fully and properly exhausted; (iv) the Settlement Amount is the full purchase price of MMAC's and the MMA estate's remaining interests in the Policies, and upon payment of the Settlement Amount, the XL Companies will be deemed to own MMAC's and the MMA estate's remaining interests in the Policies free and clear of any and all claims and interests of any Person, (v) subject to the terms of this Agreement and the occurrence of the Approval Date, the XL Companies shall have no further obligation to MMA, MMAC, the Trustee, the Estates (where applicable), or any other Person or Claimant under or related to the Policies for any Claim; and (vi) the Settlement Amount is at least equal to the fair value of MMAC's and the MMA estate's remaining interests in the Policies.

2.4. Effective immediately upon payment of the Settlement Amount, and without any further action by any of the Parties, all of MMA's and MMAC's rights and the rights of all other Persons under and with respect to the Policies shall be permanently and irrevocably extinguished.

### III. BANKRUPTCY AND CCAA RELATED OBLIGATIONS

3.1. By on or about March 31, 2015, MMAC shall file the Canadian Plan in the CCAA Proceeding, and shall use its best efforts to obtain entry of the Canadian Approval Order as a Final Order. MMAC covenants and agrees that it will use its best efforts to obtain the Canadian Approval Order and that it will vigorously defend any objection to the Canadian Plan filed by any party or Person.

3.2. By on or about March 31, 2015, Trustee shall file the U.S. Plan in the Bankruptcy Case and shall use his best efforts to obtain entry of the U.S. Approval Order as a Final Order. The Trustee covenants and agrees that he will use his best efforts to obtain the U.S. Approval Order and that he will vigorously defend any objection to the U.S. Plan filed by any Person.

3.3. If either of the Approval Orders (or any other orders of the Bankruptcy Court or CCAA Court relating to this Agreement) shall be appealed by any Person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), the Trustee and MMAC agree to take all reasonable steps to defend against such appeal, petition or motion, provided, however, that nothing herein shall preclude the Parties from consummating the transactions contemplated herein if the Approval Orders shall have been entered and have not been stayed and the XL Companies, in their sole discretion, waive in writing the requirement that each of the Approval Orders be a Final Order.

3.4. Each of the Parties further agrees not to take any appeal from, or to seek to reopen, reargue or obtain reconsideration of, or otherwise contest or challenge in any way, directly or indirectly, the Approval Orders or any other order provided for by, or executed or entered pursuant to, or in implementation of, this Agreement, except to the extent that any such order shall be inconsistent with the terms hereof.

3.5. The Trustee and MMAC agree to cooperate with the XL Companies and their representatives in connection with seeking approval of the Plans and the Approval Orders. Such cooperation shall include consulting with the XL Companies, at their request, concerning the status of the Proceedings, including the status of the Plans and Approval Orders, and providing the XL Companies with draft copies of requested pleadings, notices, proposed orders and other documents relating to the Proceedings, the Plans, the Approval Orders and/or the service of the

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Plans and Approval Orders as soon as reasonably practicable so as to afford the XL Companies a reasonable opportunity to review and comment on any such documents in advance of filing. The Trustee and MMAC further covenant and agree that they will not submit for approval in the Proceedings any motion, adversary proceeding, filing or other request the approval of which could conflict with, supersede, abrogate, nullify, modify or restrict the terms of the Agreement and the rights of the XL Companies hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Plans or the Approval Orders.

3.6. In the event any Person asserts a Claim against any of the XL Companies after the Approval Date, arising out of or related to any matter released by this Agreement, the XL Companies shall notify the Trustee and/or MMAC and the Trustee and/or MMAC shall immediately seek an order from the CCAA Court and/or the Bankruptcy Court enjoining such Claim, as the XL Companies may elect and direct.

3.7. On the same day that MMAC and the Trustee file the Plan, or as soon as practicable thereafter, MMAC (through the Monitor) and the Trustee shall serve copies of the Plan on (i) each Person known to the Trustee, MMAC or the XL Companies to have a Claim against any of them or the Estates through participating in the Proceedings, the filing of a lawsuit, or the filing of a proof of claim or other assertion of a Claim, or otherwise (or to his, her, or its proxy, representative or counsel of record); (ii) any and all Persons known to the Trustee, MMAC or the XL Companies entitled or allegedly entitled to insurance coverage under the Policies, including Rail World, the Directors, Officers and Employees, and any other additional insured (or Persons claiming to be additional insureds) or otherwise claiming to be entitled to

benefits under the Policies and those Persons falling within a policy definition of "named insured"; (iii) all other Persons who or that have filed timely proofs of claim in the Proceedings; (iv) all Persons on the master service lists maintained in the Proceedings; and (v) all other parties in interest, including any Person who or that filed a notice of appearance and demand for service of papers in the Proceedings. MMAC (through the Monitor) and the Trustee shall also provide appropriate publication notice, and such further or other notice as may be required by the CCAA Court (with respect to MMAC) or the Bankruptcy Court (with respect to the Trustee). As soon as reasonably practical after filing the Plan, the certificates of the service provided by mail and by publication shall be filed by the Monitor in the CCAA Proceedings and by the Trustee in the Bankruptcy Case.

#### IV. RELEASE

4.1. Effective upon the Approval Date and the payment of the Settlement Amount, and without any further action of the Parties:

(a) MMAC and the Trustee, on behalf of themselves and, to the extent applicable, the Estates, hereby fully, finally, and completely remise, release, acquit and forever discharge the XL Companies from any and all Claims whether actual or alleged, known or unknown, accrued or unaccrued, existing or potential, suspected or unsuspected with respect to, relating to, or in any way arising out of the Policies. The release of the XL Companies under this Section 4.1 of the Agreement shall include, but shall not be limited to, any and all Claims for coverage with respect to, relating to, or in any way arising out of the Policies whether for property damage, bodily injury, personal injury, advertising injury, or any other form of loss, expense, or other benefits, covered or potentially covered, under the Policies. In addition, MMAC and the Trustee, on behalf of themselves and, to the extent applicable, the Estates, hereby withdraw any and all requests, demands, or tenders for defense or indemnity previously

submitted to the XL Companies under the Policies and further surrender, relinquish, and release any further right to tender or present any Claims whatsoever to the XL Companies under the Policies. Furthermore, by virtue of the foregoing releases and the Approval Orders, XL Companies shall have no duty to defend or indemnify MMA, MMAC, the Trustee and any other insured under the Policies, on behalf of themselves and the Estates, with respect to any past, present, or future Claim, nor shall XL Companies have any other duty or obligation whatsoever to any other Person with respect to any and all Claims arising out of, in connection with, and relating to the Policies.

(b) The XL Companies hereby fully, finally, and completely remise, release, acquit and forever discharge MMA, MMAC, the Trustee, the Estates and all the Released Parties from any and all Claims whether actual or alleged, known or unknown, accrued or unaccrued, existing or potential, suspected or unsuspected with respect to, relating to, or in any way arising out of the Policies. The XL Companies also waive any and all rights, at law or contractual, of subrogation, indemnification, and/or contribution that they have, or may have, against any Person as a result of or on account of the payment of the Settlement Amount, including without limitation any rights based on any "Other Insurance" clause in the Policies.

4.2. Releases Do Not Extend To Obligations Under The Agreement. The releases set forth in Section 4.1 of this Agreement are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under, this Agreement.

4.3. Changes In Fact Or Law. The Parties acknowledge that there may be changes in the law with respect to interpretation of coverage under the Policies or otherwise and/or that the Parties may hereafter discover facts different from, or in addition to, those which they now

believe to be true with respect to any and all of the claims herein released. Nevertheless, the Parties hereby agree that the releases set forth above, and in the Plan and the Approval Orders, shall be and remain effective in all respects, notwithstanding any changes in the law and/or the discovery of such additional or different facts. Moreover, the Trustee and MMAC understand that Claims that have been or may be asserted may increase or decrease in amount or in severity over time, that Claims that have been or may be asserted may include progressive, cumulative, unknown, and/or unforeseen elements, and that there may be hidden, unknown, and unknowable damages, defense expenses, or other costs related to such Claims. Nevertheless, the Parties irrevocably and knowingly agree that the releases contained in Section 4.1 of this Agreement include a full and complete and irrevocable release and discharge from all known and unknown rights or Claims or interest arising out of, in connection with, and/or relating to, in any manner or fashion, the Policies.

4.4. General Release. In furtherance of their express intent to fully, finally, and irrevocably release and discharge each other for all Claims, known and unknown, as set forth in this Section 4 of the Agreement, and in the Plan and the Approval Orders, each of the Parties expressly waives any and all rights it may have under any contract, statute, code, regulation, ordinance, or the common law, which may limit or restrict the effect of a general release as to Claims released herein, arising out of, in connection with, and/or relating to the Policies.

4.5. Reinsurance. The releases set forth in this Section 4 of the Agreement shall not apply to or have any effect on the XL Companies' right to any claim for reinsurance in connection with the Policies; nor shall any matter related to the XL Companies' assertion of any claim to reinsurance affect the XL Companies' obligations under this Agreement.

4.6. Beneficiaries Of Release. Subject to the other provisions of this Agreement, to the extent that the releases set forth in this Section 4 of the Agreement run to the favor of any Persons who are not signatories hereto, this Agreement is hereby declared to be made in and for their respective benefits and uses.

4.7. No Assignment Of Claims. The Trustee on behalf of himself, MMA and the MMA estate, and MMAC, on behalf of itself and, to the extent applicable, the MMAC estate, warrant and represent that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any Claims that they are releasing in this Agreement. Moreover, Trustee on behalf of himself, MMA and the MMA estate, and MMAC, on behalf of itself and the MMAC estate, represent, warrant, and agree that they will not in any way assist any Person in the establishment of any Claim against the XL Companies that arises out of, results from, or in any way relates to, the XL Companies' investigation, handling, defense, or settlement by the XL Companies of Claims released under this Agreement.

V. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

Each of the Parties separately represents and warrants as follows:

(a) Subject to the entry of the Approval Orders, it has the requisite power and authority to enter into this Agreement and to perform the obligations imposed on it or him by this Agreement;

(b) Subject to the Approval Date, the execution and delivery of, and the performance of the obligations contemplated by this Agreement have been approved by duly authorized representatives of the Party, and by all other necessary actions of the Party;

(c) Each Party has expressly authorized its or his undersigned representative to execute this Agreement on the Party's behalf as its or his duly authorized agent;

(d) This Agreement has been thoroughly negotiated and analyzed by its or his counsel and has been executed and delivered in good faith, pursuant to arm's length negotiations, and for value and valuable consideration; and

(e) Each Party will use its or his best efforts to seek entry of the Approval Orders.

VI. MISCELLANEOUS PROVISIONS

6.1. Conditions Precedent. This agreement is conditioned on the Approval Orders becoming Final Orders, the form and substance of which shall be acceptable to the XL Companies to the extent of any provision affecting the XL Companies and/or the rights thereof, after all parties, known by the Trustee or MMAC to be insured or to claim to be insured under the XL Policies, receive notice of the Plans and Approval Orders and have an opportunity to be heard thereon.

6.2. Termination Rights. If the Bankruptcy Court or the CCAA Court declines to enter either of the Approval Orders, or if the Approval Orders are vacated or modified in a way that is not acceptable to the XL Companies, or are reversed on appeal such that they do not become Final Orders, the XL Companies, may terminate this Agreement by delivering written notice of such termination to the Trustee and MMAC. In the event that this Agreement is terminated, (i) the Agreement shall be deemed null and void; (ii) the XL Companies shall not be obligated to pay the Settlement Amount pursuant to this Agreement; (iii) the XL Companies, MMAC and the Trustee shall have all of the rights, defenses and obligations under or with respect to any and all Policies that they would have had absent this Agreement; and (iv) any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be deemed to have been tolled for the period from the Execution Date through the date that the Agreement becomes null and void pursuant to the terms of this Agreement.

6.3. Amendments. Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties (or their successors or assigns).

6.4. No Precedential Value. The settlement reflected in this Agreement shall be without precedential value, and it is not intended to be, nor shall it be construed as, an interpretation of any insurance policies. It shall not be used as evidence, or in any other manner, in any court or other dispute resolution proceeding, to create, prove, or interpret the obligations of the XL Companies under any insurance policies issued to MMA, MMAC, or to any other Person, provided, however, that subject to the provisions of Section 6.15 of this Agreement, this Agreement may be used as evidence in any defense of the XL Companies of any obligation arising under the Policies.

6.5. Agreement Voluntarily Entered Into By Each Of The Parties. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own choosing.

6.6. Interpretation. This Agreement has been negotiated at arm's length and between and among Persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, this Agreement was drafted by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, neither Party shall be presumptively entitled to have any provisions of the Agreement construed against the other Party in accordance with any rule of law, legal decision or doctrine.

6.7. No Admission of Liability. The Parties agree that this Agreement is the result of a compromise of disputed issues of coverage, and that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them. The Parties acknowledge that this Agreement is not, and cannot be construed as, any admission by the XL Companies that any defense, indemnity, or other coverage obligation exists under the Policies, or that XL Companies have any other obligation of any nature whatsoever with respect to the Policies. By entering into this Agreement, the Trustee, MMAC, and the XL Companies have not waived nor will be deemed to have waived any right, obligation, privilege, defense or position it may have asserted or might assert in connection with any claim, matter, Person, or insurance policy outside the scope of this Agreement. No Person other than the Parties hereto shall have any legally enforceable rights or benefits under this Agreement except as specifically set forth in Section 4.6 of this Agreement.

6.8. Attorneys' Fees, Costs, And Expenses. Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement. Additionally, the attorneys' fees, expenses, and costs incurred by the XL Companies for the investigation and defense of any claims prior to the Approval Date shall be the sole responsibility of the XL Companies. Notwithstanding the foregoing, the XL Companies acknowledge that the Trustee and MMAC intend to seek authorization to use the entire amount of the XL Additional Payment for the payment of (i) allowed administrative expenses in the Bankruptcy Case and (ii) the fees and disbursements of the Monitor, the Monitor's counsel and MMAC's counsel in the CCAA Proceeding.

6.9. Entire And Integrated Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understandings, and undertakings between or among the Parties with respect to such subject matters, and there are no promises, representations, warranties, agreements, understandings, or undertakings with respect to such subject matters other than those set forth or referred to herein.

6.10. No Third Party Beneficiaries. Except as set forth in Section 4.6 of this Agreement, nothing in this Agreement is intended or shall be construed to give any Person, other than the XL Companies, MMAC, and the Trustee (on behalf of himself as trustee, MMA, and the MMA estate) and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the XL Companies, MMAC and the Trustee (on behalf of himself as a trustee, MMA, and the MMA estate) as well as each of their successors and permitted assigns, and for the benefit of no other Person. Notwithstanding the foregoing, neither this Agreement nor the rights and obligations set forth herein shall be assigned without the prior written consent of the other Party, except that this Section shall not prohibit any assignment by the XL Companies (a) made by merger, consolidation, or operation of law or (b) to a Person who succeeds to all or substantially all of such Party's assets.

6.11. Severability. If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, all of the conditions precedent in this Agreement will remain in full force and effect following any determination that any other provisions of this Agreement are invalid or unenforceable.

6.12. Notice. Any notice or request required or desired to be given pursuant to this Agreement shall be sufficient if made in writing and sent by first class mail, postage prepaid, or email to the Parties at the addresses set forth below or to such other Persons as any of them may designate in writing from time to time:

- (a) As to the XL Companies:  
  
Anthony Vidovich  
General Counsel – Global Claims  
XL Group – Insurance  
100 Constitution Plaza  
Hartford, CT 06103  
anthony.vidovich@xlgroup.com
  
- (b) As to the Trustee:  
  
Robert J. Keach, Esq.  
Bernstein Shur Sawyer & Nelson  
100 Middle Street  
P.O. Box 9729  
Portland, ME 04104-5029  
rkeach@bernsteinshur.com
  
- (c) As to MMAC:  
  
Patrice Benoit  
patrice.benoit@gowlings.com  
-and-  
Pierre Legault  
pierre.legault@gowlings.com  
Gowlings Lafleur Henderson LLP  
1 Place Ville Marie, suite 3700  
Montreal, Quebec H3B 3P4

With a simultaneous copy to the Monitor:

Andrew Adessky  
AAdessky@richter.ca  
-and-  
Gilles Robillard  
grobillard@richter.ca  
Richter Advisory Group Inc.  
1981 McGill College, 11e étage  
Montréal (QC) H3A 0G6

6.13. Headings. The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

6.14. Recitals. The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

6.15. Agreement Inadmissible. Any evidence of the terms or negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes establishing any rights, duties or obligations of the Parties, except in (a) an action or proceeding to enforce the terms or effect of this Agreement or the Injunction, (b) proceedings before the Bankruptcy Court or CCAA Court to secure the Approval Orders, or (c) any possible action or proceeding between the XL Companies and any of their reinsurers bearing responsibility for any of the XL Companies' obligations under this Agreement. Except as set forth herein, this Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Parties' rights or obligations to each other or to any other Person.

6.16. Additional Necessary Documents. The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

6.17. Execution in Counterparts. This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

6.18. Cross-Border Insolvency Protocol. Each of the Parties hereby acknowledges and agrees that the Cross-Border Insolvency Protocol attached as Schedule C to this Agreement shall apply for purposes of any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby.

6.19. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

6.20. This Agreement constitutes the Parties' entire agreement and supersedes and replaces all prior written and oral agreements regarding the subject matter of this Agreement. Each Party acknowledges that no other Party or agent or attorney of any other Party has made any promise, representation or warranty, express or implied, which is not expressly contained in this Agreement.

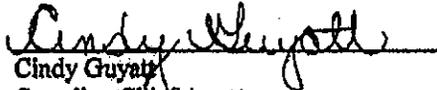
6.21. Rules of Construction. As used in this Agreement, the singular and masculine gender shall mean also the plural and feminine or neuter, as may be appropriate, "it" shall include "he" and "she"; and "each" and "all" includes "each" and "every." Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof," "herein," "hereby" and

EXECUTION COPY

derivative or similar words refer to this entire Agreement; (iii) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation," and (iv) the word "or" shall be disjunctive but not exclusive. References to this Agreement and other documents shall be deemed to include all subsequent amendments and other modification thereto.

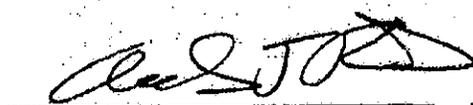
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth, along with the respective signatures, below.

**XL Insurance:**

  
Cindy Guyatt  
Canadian Chief Agent  
XL Insurance Company SE

Dated: March 4, 2015

**Indian Harbor Insurance Company:**

  
Andrew J. Pinkes  
Director and Executive Vice President

Dated: March 4, 2015

**Chapter 11 Trustee:**

\_\_\_\_\_  
Robert J. Keach  
Chapter 11 Trustee  
*In re Montreal, Main & Atlantic Railway, Ltd.*  
Bankr. D. Me. 13-10670

Dated: March \_\_, 2015

**Montreal, Maine and Atlantic Canada Co.:**

\_\_\_\_\_  
Robert J. Keach  
Sole Shareholder, in capacity as Chapter 11  
Trustee, *In re Montreal, Main & Atlantic  
Railway, Ltd.*, Bankr. D. Me. 13-10670

Dated: March \_\_, 2015

EXECUTION COPY

derivative or similar words refer to this entire Agreement; (iii) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation," and (iv) the word "or" shall be disjunctive but not exclusive. References to this Agreement and other documents shall be deemed to include all subsequent amendments and other modification thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth, along with the respective signatures, below.

**XL Insurance:**

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Cindy Guyatt  
Canadian Chief Agent  
XL Insurance Company SE

Dated: March \_\_, 2015

**Indian Harbor Insurance Company:**

\_\_\_\_\_  
Andrew J. Pinkes  
Director and Executive Vice President

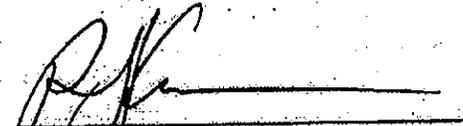
Dated: March \_\_, 2015

**Chapter 11 Trustee:**

  
\_\_\_\_\_  
Robert J. Keach  
Chapter 11 Trustee  
*In re Montreal, Main & Atlantic Railway, Ltd.,*  
Bankr. D. Me. 13-10670

Dated: March 23, 2015

**Montreal, Maine and Atlantic Canada Co.:**

  
\_\_\_\_\_  
Robert J. Keach  
Sole Shareholder, in capacity as Chapter 11  
Trustee, *In re Montreal, Main & Atlantic*  
*Railway, Ltd., Bankr. D. Me. 13-10670*

Dated: March \_\_, 2015



**R-4**

**SUPERIOR COURT  
(Commercial Division)**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF ST-FRANÇOIS**

**No: 450-11-000167-134**

**DATE: 15 avril 2015**

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**PRESENT: THE HONOURABLE GAÉTAN DUMAS, J.S.C.**

---

**IN THE MATTER OF THE PLAN OF COMPROMISE OF:**

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE)**

Debtor/Petitioner

-and-

**RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)**

Monitor

---

**CLAIMS RESOLUTION ORDER**

---

[1] **CONSIDERING** the Petitioners' *Motion for an Order Establishing a Procedure for the Review and Determination of Claims* (the "**Motion**");

[2] **CONSIDERING** the representations of the parties;

**FOR THESE REASONS, THE COURT:**

[3] **GRANTS** the Motion;

[4] **ISSUES** this Order divided under the following headings:

(a) Definitions;

(b) Review and Determination of Claims;

- (c) Distribution for Disputed Claims;
- (d) Notices and Communications;
- (e) Aid and Assistance of Other Courts;
- (f) General Provisions;

### **Definitions**

- [5] **ORDERS** that capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Plan and that the following terms in this Order shall have the following meanings ascribed thereto:
- (a) **"Bankruptcy Case"** means the case styled in re Montreal, Maine & Atlantic Railway Ltd., Bankr. D. Me. No. 13-10670;
  - (b) **"Bankruptcy Court"** means United States Bankruptcy Court for the District of Maine, as presiding over the Bankruptcy Case;
  - (c) **"Business Day"** means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Montreal, Québec, Canada;
  - (d) **"Claims Bar Date"** means 5:00 p.m. (Montréal time) on July 14, 2014 with respect to Wrongful Death Claims and 5:00 p.m. (Montréal Time) on June 13, 2014 with respect to all the other Creditors;
  - (e) **"Claims Officer(s)"** means the individual(s) appointed as claims officer(s) pursuant to paragraph 7 of the present Order;
  - (f) **"Claims Procedure Order"** means the Amended Claims Procedure Order rendered on June 13, 2014, in the CCAA Proceeding by the CCAA Court, establishing, among other things, a claims procedure in respect of Petitioner, as such Order may be amended, restated or varied from time to time;
  - (g) **"Class Representatives"** has the meaning ascribed to "Class Action Plaintiffs" and to "Class Counsel" by the Court in the Representation Order;
  - (h) **"Court"** means the Superior Court of Quebec;
  - (i) **"Creditors"** means collectively all Persons having filed Proofs of Claim and **"Creditor"** means any one of them;
  - (j) **"Determination Date"** means August 8, 2013;
  - (k) **"Dispute Package"** means, with respect to any disputed Proof of Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

- (l) **"Monitor"** means Richter Advisory Group Inc. (Richter Groupe Conseil Inc.), in its capacity as Monitor in the CCAA Proceeding;
- (m) **"Notice of Dispute"** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
- (n) **"Notice of Revision or Disallowance"** means the notice advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance, which notice shall be substantially in the form attached hereto as **Schedule A**;
- (o) **"Plan"** means the plan(s) of compromise and arrangement filed on March 31, 2015 in these proceedings, as may be amended or supplemented from time to time;
- (p) **"Proofs of Claim"** means the form of proofs of claim filed by Creditors before the Claims Bar Date in accordance with the Claims Procedure Order or otherwise accepted for filing pursuant to further order of this Court. Individually, each is a **"Proof of Claim"**;
- (q) **"Representation Order"** means the Representation Order issued by this Court on April 4, 2014;

#### Review and Determination of Claims

##### [6] **ORDERS** that:

- (a) where applicable given the provisions of the Plan, the Monitor, together with the Petitioner, shall review the Proofs of Claim and the terms set out therein;
- (b) where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance in accordance with paragraph 14 below;
- (c) the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within twenty (20) calendar days of the Notice of Revision or Disallowance, send, in accordance with paragraph 15 below, a Notice of Dispute to the Monitor setting out the basis for its dispute;
- (d) unless otherwise authorized by this Court, if the Creditor does not provide a Notice of Dispute within the time period provided for above, such Creditor shall be deemed to have accepted the determination of its Proof of Claim as set out in the Notice of Revision or Disallowance;
- (e) the Monitor, with the assistance of Petitioner, shall attempt to consensually resolve the disputed Proof of Claim following the receipt by the Monitor of the Notice of Dispute;
- (f) if, after the expiration of such period of time as the Monitor believes appropriate, the disputed Proof of Claim has not been resolved:

- (i) the Monitor, after consultation with Petitioner, shall refer the disputed Proof of Claim to a Claims Officer and the Monitor shall deliver a Dispute Package to the Claims Officer; or
  - (ii) the Monitor, after consultation with Petitioner, shall refer the Proof of Claim to the Court, and either the Creditor, the Monitor or Petitioner may bring a motion for the resolution of such Proof of Claim by the Court; and
  - (g) the Monitor shall not be required to send any Creditor a confirmation of receipt by the Monitor of any document provided by a Creditor pursuant to this Order and each. Creditor shall be responsible for obtaining proof of delivery, if they so require, through their choice of delivery method;
- [7] **ORDERS** that Petitioner shall have the power and authority to appoint from time to time one or more individuals to act as a Claims Officer for the purposes of this claims procedure, provided however that the Monitor and this Court shall have both approved such appointment;
- [8] **ORDERS** that upon receipt of a Dispute Package, the Claims Officer shall schedule and conduct a hearing to settle the disputed portion of the disputed Proof of Claim and shall, as soon as practicable thereafter, notify Petitioner, the Monitor and the Creditor of his or her determination;
- [9] **ORDERS** that the Claims Officer shall have the authority to determine the procedure for adjudication of disputed Proofs of Claim that are referred to him or her, including the manner of presenting evidence and the conduct of any hearing before him or her, provided that a Creditor may request that such adjudication be conducted in either French or English;
- [10] **ORDERS** that each Claims Officer may, with the consent of the parties, act as a mediator in respect of any Proof of Claim without thereby being disqualified from adjudicating upon such claim;
- [11] **ORDERS** that Petitioner or the Creditor may appeal a Claims Officer's determination to this Court within ten (10) Business Days of notification of the Claims Officer's determination of the disputed portion of such Creditor's Proof of Claim by serving upon Petitioner and the Monitor, and filing with this Court a motion returnable on a date to be fixed by this Court. If an appeal is not filed within such period then the Claims Officer's determination shall, subject to a further order of the Court, be deemed to be final and binding on Petitioner and the Creditor;
- [12] **ORDERS** that any appeal of a Claims Officer's determination before this Court shall be considered for all intents and purposes to be a true appeal such that there will be no *de novo* hearing; and

**Distribution for Disputed Claims**

- [13] **ORDERS** that no distributions shall be made with respect to a disputed Proof of Claim unless and until it has been finally determined;

**Notices and Communications**

[14] **ORDERS** that any document sent by the Monitor or Petitioner pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission, in either French or English as requested by the Creditor. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by ordinary mail and one (1) Business Day after the document is sent by registered mail, courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

[15] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioner shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or email addressed to:

**(a) If to the Petitioner**

Montreal Maine & Atlantic Canada Co.  
C/o Gowling Lafleur Henderson LLP  
3700 – 1 Place Ville Marie  
Montréal, Québec H3B 3P4

Attention: Me Patrice Benoit (patrice.benoit@gowlings.com)  
Attention : Me Pierre Legault (pierre.legault@gowlings.com)  
Fax : 514-876-9550

**(b) If to the Monitor:**

Richter Advisory Group  
1981 McGill College Avenue, 11th Floor  
Montréal, Québec H3A 0G6  
Attention: Mr. Gilles Robillard (grobillard@richter.ca)  
Attention: Mr. Andrew Adessky (aadessky@richter.ca)  
Fax: 514-934-3504

with a copy by email or fax (which shall not be deemed notice) to:

Attention: Me Sylvain Vauclair (svauclair@woods.qc.ca)  
Fax: 514-284-2046

**Aid and Assistance of Other Courts**

[16] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to, act in aid of and to be complementary to this Court in carrying out the terms of this Order;

**U.S. Plan and Derailment Wrongful Death Claims**

- [17] **ORDERS** that, notwithstanding anything in this Order to the contrary, the allowance and valuation of claims for voting purposes with respect to the plan of liquidation filed in the Bankruptcy Case (the "U.S. Plan") shall be determined solely in accordance with the U.S. Plan and any orders entered in such case with respect to the U.S. Plan, and the allowance of (including any objections to) for all purposes, and distributions with respect to, Derailment Wrongful Death Claims (as defined in the U.S. Plan) shall be solely in accordance with the terms of the U.S. Plan;

**General Provisions**

- [18] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender.
- [19] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [20] **ORDERS** the provisional execution of this Order notwithstanding appeal
- [21] **THE WHOLE** without costs.

Sherbrooke, 15 avril 2015

**GAÉTAN DUMAS**

---

Honourable Gaétan Dumas, J.S.C.

**R-5**

Court File No. 450-11-000167-134

SUPERIOR COURT  
(COMMERCIAL DIVISION)

SITTING AS A COURT DESIGNATED PURSUANT TO THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C. C. C 36, AS AMENDED)

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE)**

PETITIONER

AND

**RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)**

MONITOR

---

**AMENDED PLAN OF COMPROMISE AND ARRANGEMENT**

pursuant to the *Companies' Creditors Arrangement Act*  
concerning, affecting and involving

**MONTREAL, MAINE & ATLANTIC CANADA CO.**

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June 8, 2015

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Schedule "G"	Distribution mechanism with respect to the property and Economic Damages Claims
Schedule "H"	XL Settlement Agreement

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**PLAN OF COMPROMISE AND ARRANGEMENT  
(THE CAPITALIZED TERMS USED IN THIS DOCUMENT HAVE THE MEANING  
ASCIBED THERETO IN SECTION 1.1 HEREOF)**

**WHEREAS** on July 6, 2013, a train operated by MMAC derailed in the city of Lac-Mégantic, Quebec, Canada, causing numerous fatalities, bodily injuries, psychological and moral damages to thousands of people, and extensive property and environmental damages;

**WHEREAS** as a result of the numerous claims against MMAC and its parent company, MMA, arising out of the Derailment, along with the ensuing operational and financial impact arising therefrom, MMAC and MMA became insolvent;

**WHEREAS** numerous claims arising out of the Derailment have also been made against other persons and entities, including the Released Parties in both Canada and the United States of America;

**WHEREAS** on August 7, 2013, MMA filed a voluntary petition in the Bankruptcy Court for relief under Chapter 11 of the U.S. Bankruptcy Code;

**WHEREAS** on August 8, 2013, the Honourable Justice Castonguay of the CCAA Court granted an initial order in respect of MMAC (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA");

**WHEREAS** on August 21, 2013, the United States Trustee appointed the Trustee having full rights and power under the Bankruptcy Code to act for and on behalf of MMA;

**WHEREAS** on September 4, 2013, the CCAA Court and the Bankruptcy Court adopted the Cross-Border Insolvency Protocol entered into between MMAC, the Monitor and the Trustee, the purpose of which is, *inter alia*, to facilitate the fair, open and efficient administration of the CCAA Proceeding and of the Bankruptcy Case for the benefit of the Creditors and interested parties;

**WHEREAS** through the concerted and coordinated efforts of MMAC, the Monitor and the Trustee, predicated on constituting an Indemnity Fund with a view to providing compensation for the Derailment Claims filed pursuant to the Claims Procedure Order, a number of Settlement Agreements have been reached with the Released Parties providing for contributions towards the Indemnity Fund;

**WHEREAS** the aforesaid Settlement Agreements are conditional upon obtaining for the Released Parties appropriate releases and the Injunction and Release enforceable both in Canada and the United States of America;

**WHEREAS** the Monitor will seek recognition and enforcement of this Plan and of the Canadian Approval Order from the Bankruptcy Court pursuant to Chapter 15 of the Bankruptcy Code;

**WHEREAS** the Trustee (for and on behalf of MMA) will file in the Bankruptcy Case the U.S. Plan, which will provide, among other things, for distribution of the Funds for Distribution in accordance with this Plan and the entry of the U.S. Approval Order;

**NOW THEREFORE**, MMAC hereby proposes this plan of compromise and arrangement pursuant to the CCAA.

**ARTICLE 1  
INTERPRETATION**

**1.1 Defined Terms**

Administration Charge	has the meaning ascribed thereto in Section 7.1 hereof.
Administration Charge Reserve	has the meaning ascribed thereto in Section 7.1 hereof.
Affected Claims	any and all Claims, other than any Unaffected Claim and any Claim referred to in Section 5.3.
Approval Date	the date on which the Approval Orders become Final Orders. If the Canadian Approval Order, the Class Action Order and the U.S. Approval Order become Final Orders on different dates, the Approval Date is the latest date on which any of the Canadian Approval Order, the Class Action Order or the U.S. Approval Order becomes a Final Order.
Approval Orders	the Canadian Approval Order, the Class Action Order and the U.S. Approval Order, collectively.
Bankruptcy Case	the case styled <i>in re Montreal, Maine &amp; Atlantic Railway Ltd., Bankr. D. Me. No. 13-10670</i> .
Bankruptcy Code	Title 11 of the United States Code.
Bankruptcy Court	United States Bankruptcy Court for the District of Maine, as presiding over the Bankruptcy Case.
Bodily Injury and Moral Damages Claims	shall have the meaning ascribed thereto in Section 3.5(b) hereof.
Business Day	a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Montreal, Québec, Canada.
Canadian Approval Order	an Order, as set out in Schedule C hereof, entered in the CCAA Proceeding, which Order shall, among other things, (i) approve, sanction and/or confirm the Plan, (ii) approve the Settlement Agreements; (iii) authorize the Parties to undertake the settlement and the transactions contemplated by the Settlement Agreements; and (iv) provide for the Injunction and Release.
Canadian Professionals	the Monitor, Woods LLP, Gowling Lafleur Henderson LLP and the Claims Officer.

CCAA	has the meaning ascribed thereto in the recitals.
CCAA Court	Superior Court, Province of Quebec, as presiding over the CCAA Proceeding.
CCAA Filing Date	August 8, 2013.
CCAA Proceeding	<i>In the Matter of the Plan of Compromise or Arrangement of Montreal Maine &amp; Atlantic Canada Co.</i> , Superior Court, Province of Quebec, No. 500-11-045094-139.
Chubb	Chubb & Son, a division of Federal Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors, but strictly as insurer under the Chubb Policy.
Chubb Policy	That certain insurance policy bearing number 8210 2375 issued by Federal Insurance Company to Rail World, Inc. and Rail World Holdings LLC.
Claim or Claims	means, as the context requires, past, present and future claims, causes of action, obligations, rights, liens suits, judgments, orders, applications of any kind including for judicial review, remedies, interests, actions, liabilities, demands, duties, injuries, compensation, damages, expenses, fees, and/or costs of whatever kind or nature (including attorney's fees and expenses), whether foreseen or unforeseen, known or unknown, asserted or unasserted, contingent or matured, liquidated or unliquidated, whether in tort, contract, extra-contractual responsibility or otherwise, whether statutory, at common law, civil law, public law or in equity, regardless of the legal theory, including but not limited to claims for breach of contract, tort, breach of the implied covenant of good faith and fair dealing, loss of support, loss of consortium, statutory or regulatory violations, for indemnity or contribution, for any damages either moral, material, bodily injury, punitive, exemplary or extra-contractual damages of any type, in any jurisdiction (a) in any way arising out of, based upon, or relating in any way, in whole or in part, directly or indirectly, whether through a claim that was, is, may or could have been asserted in the Canadian Class Action, or a direct claim, cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention, contribution claim, class action or otherwise, to (i) the Derailment, including but not limited to any claims for wrongful death, survival, personal injury, emotional distress, loss of support, loss of consortium, property damage, economic loss, moral damage, material damage and bodily injury, statutory and common law product and manufacturing liability, negligence, or environmental damage, remediation, exposure or any claim that would constitute any right to an equitable remedy for breach of performance even if such breach does not give rise to a right of payment and/or or exposure; (ii) the Policies; (iii) the issuance of the Policies; (iv) insurance coverage under the Policies,

reimbursement or payment under the Policies; (v) any act or omission of an insurer of any type for which a Claimant might seek relief in connection with the Policies; (vi) the Existing Agreements; or (b) that would otherwise constitute a claim as against MMA, MMAC or their Estates (i) provable in bankruptcy under the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, had MMAC become bankrupt on August 6, 2013; and/or (ii) within the definition of "claim" set forth in section 101(5) of the Bankruptcy Code; and/or (iii) that are advanced or could have been advanced in the Canadian Class Action.

- Claimant** any Person holding or potentially holding any Claim (including any transferee or assignee of a Claim) against (i) MMA, (ii) MMAC, (iii) to the extent applicable, the Estates, and/or (iv) any of the Released Parties.
- Claims Bar Date** has the meaning ascribed thereto in the Claims Procedure Order.
- Claims Officer** the court officer to be appointed pursuant to the Claims Resolution Order to adjudicate on the validity and quantum of any disputed Claims for the purpose of this Plan.
- Claims Procedure** the procedure established for the filing of Claims in the CCAA Proceeding pursuant to the Claims Procedure Order.
- Claims Procedure Order** the Amended Claims Procedure Order rendered on June 13, 2014, in the CCAA Proceeding by the CCAA Court, establishing, among other things, a claims procedure in respect of MMAC, as such Order may be amended, restated or varied from time to time.
- Claims Resolution Order** an order of the CCAA Court establishing the procedure for determining the validity and quantum of any disputed Claims for the purpose of this Plan.
- Class Action** the putative class action commenced on or about July 15, 2013, before the Superior Court, Province of Quebec, under court file 450-06-000001-132, including all subsequent amendments and all proceedings in this Court file, whether before or after the action is authorized to proceed as a class action.
- Class Action Court** Superior Court, Province of Quebec, as presiding over the Class Action.
- Class Action Order** an order, issued in the Class Action (i) confirming and declaring that the Canadian Approval Order and the U.S. Approval Order shall be binding and given full effect against parties designated and part of the Class Action, whether as a class representative, class member, named defendant/respondent or mis-en-cause, (ii) removing the allegations and conclusions against the Released Parties, and (iii) terminating the Class Action against the Released

Parties without costs.

Class Representatives	has the meaning ascribed to "Class Action Plaintiffs" and to "Class Counsel" by the CCAA Court in the Representation Order.
Cook County Actions	the civil actions transferred pursuant to 28 U.S.C. §157(b)(5) in connection with the Bankruptcy Case to the District Court, originally filed in the Cook County, Illinois state court, and appearing on the docket of the District Court as Civil Action Nos. 00113-00130NT.
Creditors	collectively all Persons having Proven Claims and "Creditor" means any one of them.
D&O Parties	Edward A. Burkhardt, Larry Parsons, Steven J. Lee, Stephen Archer, Robert C. Grindrod, Joseph R. McGonigle, Gaynor Ryan, M Donald Gardner, Jr., Fred Yocum, Yves Bourdon and James Howard, each of whom is or was a director or officer of MMA, MMAC, Montreal, Maine & Atlantic Corporation and/or LMS Acquisition Corporation.
Derailment	July 6, 2013 derailment in Lac-Mégantic, Quebec, including any and all events leading up to and related to such derailment and/or any and all consequences of such derailment, including, without limitation, the explosion, crude oil spill, fire and/or other consequences related to such derailment.
Derailment Claims	the Proof of Claims filed under Schedules 1, 2, 3, 4 and 5 pursuant to the Claims Procedure Order.
Distribution Date	the date or dates from time to time set in accordance with the provisions of the Plan to effect distributions in respect of the Proven Claims.
Effective Time	8:00 a.m. (Montreal time) on the Plan Implementation Date.
Estates	the MMA bankruptcy estate and, to the extent applicable, the MMAC estate.
Existing Agreements	The contracts between MMAC and/or MMA and some of the Released Parties, listed in Schedule D hereto.
Final Order	an order of the CCAA Court, the Class Action Court or the Bankruptcy Court that <u>has not been reversed, vacated, amended, modified or stayed and</u> is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed by any and all courts with jurisdiction to consider any appeals therefrom.
Filing Date	August 8, 2013.

Funds for Distribution	the net amount of the Settlement Funds following payment to the Canadian Professionals of their CCAA Court-approved professional fees and disbursements and of the U.S. Professionals Bankruptcy Court-approved administrative expenses, for each group of professionals respectively up to a maximum amount equal to the amount of their share of the Administration Charge Reserve.
Great American	Great American Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors.
Great American Policy	that certain policy of insurance bearing number DML 9924 836 issued by Great American to MMAC.
Government Claims	has the meaning ascribed thereto in Section 3.5(e) hereof.
Hartford	The Hartford Casualty Insurance Company, together with its parents, subsidiaries, affiliates, officers and directors, but strictly as insurer under the Hartford Policy.
Hartford Policy	that certain policy of insurance bearing number 83 SBA PBO432 SA issued by Hartford to Rail World Inc.
Indemnity Claims	has the meaning ascribed thereto in Section 3.5(f) hereof.
Indemnity Fund	trust accounts into which the Settlement Funds shall be paid.
Indian Harbor	Indian Harbor Insurance Company, but strictly as insurer under the Indian Harbor Policy.
Indian Harbor Policy	insurance policy issued by Indian Harbor to MMA, bearing number RRL003723801.
Injunction and Release	an order by the CCAA Court and the Bankruptcy Court permanently and automatically releasing, enjoining and forbidding the enforcement, prosecution, continuation and/or commencement of any Claim that any Person or Claimant holds or asserts or may in the future hold or assert against any of the Released Parties or that, <u>with the exception of any claims preserved pursuant to Section 5.3 hereof against any Third Party Defendants that are not also Released Parties</u> , could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the Derailment, the Policies, MMA, and/or MMAC. The Injunction and Release order shall provide that any and all Claims against the Released Parties be permanently and automatically compromised, discharged and extinguished, that all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Claims to the Released Parties and shall be permanently and forever barred,

estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties. The Injunction and Release order shall provide that it has no effect on the rights and obligations provided by the "*Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic*" signed on February 19, 2014 between Canada and the Province. Notwithstanding the foregoing, the "Injunction and Release" shall not extend to and shall not be construed as extending to Unaffected Claims.

Meeting	a meeting or meetings of the Creditors and Claimants to consider and vote on the Plan held pursuant to the Meeting Order and includes any meeting or meetings resulting from the adjournment thereof.
Meeting Order	an order of the CCAA Court directing the calling and holding of the Meeting.
MMA	Montreal, Maine & Atlantic Railway Ltd.
MMAC	Montreal, Maine & Atlantic Canada Co.
Monitor	Richter Advisory Group Inc. (Richter Groupe Conseil Inc.), in its capacity as Monitor in the CCAA Proceeding.
Non-Derailment Claims	has the meaning ascribed thereto in Section 3.5(g) hereof.

Person	means and includes an individual, a natural person or persons, a group of natural persons acting as individuals, a group of natural persons acting in collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.
Plan	This plan of compromise and arrangement in the CCAA Proceeding.
Plan Implementation Date	The Business Day on which the Monitor has filed with the CCAA Court the certificate contemplated in Section 6.2 hereof.
Plan Termination Date	January 29, 2016
Policies	the Indian Harbor Policy, the XL Policy, the Chubb Policy and the Hartford Policy
Property and Economic Damages Claims	has the meaning ascribed thereto in Section 3.5(c) hereof.
Proof of Claim	the form of Proof of Claim for Creditors as approved by the Claims Procedure Order.
Proven Claim	a Claim finally determined, settled or accepted for voting and distribution purposes in accordance with the provisions of this Plan or the Claims Resolution Order.
Province	the Attorney General for the Province of Quebec.
Rail World Parties	means (i) Rail World Holdings, LLC; (ii) Rail World, inc.; (iii) Rail World Locomotive Leasing LLC ("RWLL"); (iv) The San Luis Central R.R. Co.; (v) Pea Vine Corporation; (vi) LMS Acquisition Corporation; (vii) Earlston Associates L.P.; (viii) Montreal, Maine & Atlantic Corporation; and (ix) each of the shareholders, directors and officers or members or partners of the foregoing, to the extent they are not D&O Parties. For the avoidance of doubt, Rail World Parties also includes Edward Burkhardt, solely in his capacity as director, officer and shareholder of the Rail World Parties.
Released Parties	the Persons listed in Schedule "A" hereto.
Representation Order	the order rendered on March 28, 2014 in the CCAA Proceeding by the CCAA Court appointing, as representatives of the class members designated in the Class Action and for the purposes of the CCAA Proceeding, the Class Action Plaintiffs and the Class Counsel (as these terms are defined in said order).

Settlement Agreements	collectively, those agreements whereby Third Party Defendants undertake to make acceptable monetary contributions toward the Indemnity Fund in consideration for being included as Released Parties in the Plan. Individually referred to as a "Settlement Agreement".
Settlement Funds	the aggregate monetary contributions payable under the Settlement Agreements, including the XL Indemnity Payment and the XL Additional Payment, before potential recovery on claims assigned to MMAC and the Trustee by certain of the Released Parties, which monetary contributions are estimated, as of the date hereof, at one hundred eighty-two million three hundred thousand Canadian dollars (CAD\$182,300,000.00) plus <del>eighty-nine million four hundred thousand US dollars (US\$89,400,000.00)</del> <u>one hundred ninety-eight million nine hundred thousand US dollars (US\$198,900,000.00)</u> .
Subrogated Insurer Claims	has the meaning ascribed thereto in Section 3.5(d) hereof.
Third Party Defendants	any Person with a risk of liability arising out of or related to the Derailment, including, without limitation, the defendants to the Class Action and the Cook County Actions.
Trustee	Robert J. Keach, in his capacity as chapter 11 Trustee appointed in the Bankruptcy Case, or such other Person(s) as may be approved by the Bankruptcy Court in the future to serve in such capacity in the Bankruptcy Case.
Unaffected Claims	has the meaning given to that term in Section 3.3 hereof.
U.S. Approval Order	(i) an Order entered in the Bankruptcy Case sanctioning, approving and/or confirming the U.S. Plan or (ii) an order entered in the Bankruptcy Case pursuant to the applicable sections of chapter 15 of the Bankruptcy Code, which order sanctions, recognizes and enforces the terms of the Canadian Approval Order. In either case, a "U.S. Approval Order" must, among other things, (a) approve the Settlement Agreements; (b) authorize the parties to undertake the settlement and the transactions contemplated by the Settlement Agreements; and (c) order the Injunction and Release.
U.S. Plan	the plan of liquidation, to be filed by the Trustee (for and on behalf of MMA) in the Bankruptcy Case, which shall provide, among other things, for the distribution of the Funds for Distribution in accordance with this Plan, the Canadian Approval Order and U.S. Approval Order.
U.S. Professionals	the Trustee, the Trustee's professionals and Paul Hastings LLP as counsel for the Official Committee of Victims as defined in the order authorizing the appointment of a victims' committee entered in the Bankruptcy Case on October 18, 2013.

XL Companies	Indian Harbor and XL Insurance.
XL Additional Payment	USD \$5 million.
XL Indemnity Payment	CAD \$25 million.
XL Insurance	the Canadian Branch of XL Insurance Company SE (formerly XL Insurance Company Limited) but strictly as insurer under the XL Policy.
XL Policy	insurance policy issued by XL Insurance, bearing number RLC003808301.
XL Settlement Agreement	the agreement <u>attached as Schedule "H" and</u> executed among the XL Companies, MMAC and the Trustee providing for the payment of the XL Indemnity Payment and the XL Additional Payment, which shall constitute a Settlement Agreement within the meaning of Section 1.1.
Website	the website maintained by the Monitor in respect of the CCAA Proceedings pursuant to the Initial Order at the following web address: <a href="http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co">http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co</a> .
Wrongful Death Claims	has the meaning ascribed thereto in Section 3.5(a) hereof.
Wrongful Death Victims	the spouse or common law partner, child, parent, and sibling of the persons deceased as a result of the Derailment.

## 1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in the Plan to an Order, agreement, contract, instrument, release, exhibit or other document means such Order, agreement, contract, instrument, release, exhibit or other document as it may have been or may be validly amended, modified or supplemented;
- (b) the division of the Plan into "articles" and "sections" and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of "articles" and "sections" intended as complete or accurate descriptions of the content thereof;
- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders;
- (d) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including

but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Montréal, Québec and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Montréal time) on such Business Day;
- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (g) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (h) references to a specified "article" or "section" shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms "the Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions shall be deemed to refer generally to the Plan and not to any particular "article", "section" or other portion of the Plan and include any documents supplemental hereto.

### **1.3 Currency**

Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate on the Filing Date.

### **1.4 Successors and Assigns**

The Plan shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan.

### **1.5 Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. All questions as to the interpretation or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the jurisdiction of the CCAA Court.

### **1.6 Schedules**

The following Schedules to the Plan are incorporated by reference into the Plan and form part of the Plan:

Schedule "A"	List of Released Parties
Schedule "B"	Settlement Agreements
Schedule "C"	Draft Canadian Approval Order
Schedule "D"	List of Existing Agreements
Schedule "E"	Distribution mechanism with respect to the Wrongful Death Claims
Schedule "F"	Distribution mechanism with respect to the Bodily Injury and Moral Damages Claims
Schedule "G"	Distribution mechanism with respect to the Property and Economic Damages Claims
Schedule "H"	XL Settlement Agreement

The Settlement Agreements, save and except for the XL Settlement Agreement, shall not be attached to the copy of the Plan served on the interested parties and filed publicly with the CCAA Court or the Bankruptcy Court, and MMAC shall apply to the CCAA Court and Bankruptcy Court to have Schedule "B" filed on a sealed and confidential basis. The Settlement Agreements, save and except for the XL Settlement Agreement, shall not otherwise be made public in order to preserve the confidentiality of the settlements and terms therein.

## ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

### 2.1 Purpose

The purpose of the Plan is:

- (a) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Affected Claims against the Released Parties;
- (b) to effect the distribution of the Funds for Distribution and payment of the Proven Claims as set forth in Sections 4.2 and 4.3;

The Plan is put forward in the expectation that the Creditors, when considered as a whole, will derive a greater benefit from the implementation of the Plan than they would in the event of a bankruptcy of MMAC.

## ARTICLE 3 CLASSIFICATION, VOTING AND RELATED MATTERS

### 3.1 Class of Creditors

The Creditors shall constitute a single class for the purposes of considering and voting on this Plan.

### **3.2 Claims Procedure**

Creditors shall prove their respective claims, vote in respect of this Plan, and receive the distributions provided for under and pursuant to this Plan in accordance with the Claims Procedure Order, the Claims Resolution Order, the Meeting Order and this Plan. Any Person having a Claim that is not a Proven Claim is bound by such Orders, including that of being precluded from receiving a distribution under this Plan, and is forever barred and estopped from asserting such Claim against the Released Parties.

### **3.3 Unaffected Claims**

Notwithstanding anything to the contrary herein, this Plan does not compromise, release, discharge, cancel, bar or otherwise affect:

- (a) the rights or claims of the Canadian Professionals and the U.S. Professionals for fees and disbursements incurred or to be incurred for services rendered in connection with or relating to the CCAA Proceeding or the Bankruptcy Case, including the implementation of this Plan and the U.S. Plan.
- (b) to the extent that there is, or may be, coverage for such Claims under any policy of insurance issued by Great American or any affiliate, including, without limitation, the Great American Policy, and only to the extent such coverage is actually provided, which coverage shall be assigned to the Trustee and MMAC and without any obligation on the part of the Rail World Parties or the D&O Parties to make any payment or contribution to supplement what is actually obtained by the Trustee or MMAC from such insurance policy (i) claims by MMAC or the Trustee (and only the Trustee, MMAC, their designee, or, to the extent applicable, the Estates) against the Rail World Parties and/or the D&O Parties; and (ii) claims by the holders of Wrongful Death Claims against Rail World, Inc., provided further, that any right or recovery by such holders of any right or recovery by such holders of Wrongful Death Claims pursuant to the action authorized by this subparagraph shall be, in all respects, subordinate to the claims of the Trustee and MMAC, and their successors under the Plan, in the above policies and (iii) claims by MMAC or the Trustee against the D&O Parties for any alleged breach of fiduciary duty or any similar claim based upon the D&O parties' authorization for payments to holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent such payments arise from the sale of certain assets of MMA to the State of Maine.
- (c) claims by MMAC and the Trustee under applicable bankruptcy and non bankruptcy law to avoid and/or recover transfers from MMA, MMAC or MMA Corporation to the holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated as of January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent such payments arise from the distribution of proceeds from the sale of certain assets of MMA to the State of Maine.
- (d) claims or causes of action of any Person, including MMAC, MMA and the Released Parties (subject to the limitations contained in their respective

Settlement Agreements), against third parties other than any of the Released Parties (subject to paragraph 3.3(e)).

- (e) claims or other rights preserved by any one of the Released Parties as set forth in Schedule A.
- (f) MMAC's obligations under the Plan, the Settlement Agreements, and the Approval Orders;
- (g) Claims against MMAC, except any Claims of the Released Parties other than Canada. However, subject to the Approval Orders becoming Final Orders, the Attorney General of Canada (i) has undertaken to irrevocably withdraw the Proof of Claim filed on behalf of Department of Transport Canada and the Proof of Claim filed on behalf of the Department of Public Safety and Emergency Preparedness, (ii) has agreed to the reallocation in favor of the Creditors of any and all dividends payable pursuant to this Plan or the U.S. Plan on the Proof of Claim filed on behalf of Canada Economic Development for Quebec Regions, as set forth in Section 4.3, and (iii) has agreed not to file any additional Proof of Claim under the CCAA Proceeding or the Bankruptcy Case;
- (h) any liability or obligation of and claim against the Third Party Defendants, insofar as they are not Released Parties, of whatever nature for or in connection with the Derailment, including but not limited to the Class Action and the Cook County Actions;
- (i) any Person for fraud or criminal and quasi-criminal charges filed or that may be filed and, for greater certainty, for any fine or penalty arising from any such charges;
- (j) any claims that any of the Rail World Parties and the D&O Parties may have to seek recovery from any of their insurers for any attorneys' fees, expenses and costs they have incurred prior to the Approval Date.
- (k) claims that fall under Section 5.1(2) of the CCAA, except that, in exchange for the consideration provided by or on behalf of the D&O Parties such D&O Parties shall benefit from the Injunction and Release with respect to any and all Claims related to the Derailment, to the exclusion of the Claims set forth in paragraph 3.3(b).

All of the foregoing rights and claims set out in this Section 3.3, inclusive, are collectively referred to as the "**Unaffected Claims**" and any one of them is an "**Unaffected Claim**".

### **3.4 Treatment of Creditors**

The Creditors shall receive the treatment provided for in this Plan on account of their Claims and, on the Plan Implementation Date, the Affected Claims will be compromised, released and otherwise extinguished against the Released Parties in accordance with the terms of this Plan.

### 3.5 Voting Rights for Creditors

Subject to this Plan, the Claims Procedure Order, the Claims Resolution Order and the Meeting Order, each Creditor shall be entitled to vote and for voting purposes each of such Claims shall be valued at an amount that is equal to the Creditor's Proven Claim, the whole subject to the following:

- (a) the aggregate of the votes of all Wrongful Death Victims having a Proven Claim for damages resulting from the death of a person as a consequence of the Derailment (for greater certainty, those Claims that fall under Schedule 1 of the Proof of Claim and were recognized as such or that were filed in the Bankruptcy Case) (collectively, the "**Wrongful Death Claims**" and, individually, a "**Wrongful Death Claim**") shall represent no more than 22.2% in value of all votes cast by Creditors;
- (b) the aggregate of the votes of all Creditors having a Proven Claim relating to the Derailment for damages resulting from bodily injuries suffered by themselves or another person and, without limitation, all claims for moral damages (for greater certainty, those Claims that fall under Schedules 2 and 3(a) of the Proof of Claim and were recognized as such or determined to be Bodily Injury and Moral Damages Claims or that were filed in the Bankruptcy Case) (collectively, the "**Bodily Injury and Moral Damages Claims**" and, individually, a "**Bodily Injury and Moral Damages Claim**") shall represent no more than 11.1% in value of all votes cast by Creditors;
- (c) the aggregate of the votes of all Creditors having a Proven Claim relating to the Derailment for damages suffered by an individual or a business not resulting from bodily injuries or death of a person (for greater certainty, those Claims that fall under Schedules 3(a) and 3(b) of the Proof of Claim and were recognized as such or that were filed in the Bankruptcy Case) (collectively, the "**Property and Economic Damages Claims**" and, individually, a "**Property and Economic Damages Claim**") shall represent no more than 8.3% in value of all votes cast by Creditors;
- (d) the aggregate of the votes of all Creditors having a Proven Claim in their capacity as subrogated insurers for claims directly resulting from the Derailment (for greater certainty, those Claims that fall under Schedule 4 of the Proof of Claim and were recognized as such) (collectively, the "**Subrogated Insurer Claims**" and, individually, a "**Subrogated Insurer Claim**") shall represent no more than 3.8% in value of all votes cast by Creditors;
- (e) the aggregate of the votes of all government entities or municipalities having a Proven Claim relating to the Derailment (for greater certainty, those claims that fall under Schedule 5 of the Proof of Claim and were recognized as such) (collectively, the "**Government Claims**" and, individually, a "**Government Claim**") shall represent no more than 48.5% in value of all votes cast by Creditors;
- (f) Creditors having a Proven Claim relating to the Derailment for contribution or indemnity (for greater certainty, those claims that fall under Schedule 6 of the Proof of Claim and were recognized as such) (collectively, the "**Indemnity**

**Claims**" and, individually, an "Indemnity Claim") shall represent 0% in value of all votes cast by Creditors.

- (g) Creditors having filed a Proof of Claim for damages unrelated to the Derailment (for greater certainty, those claims that fall under Schedule 7 of the Proof of Claim and were recognized as such) (collectively, the "**Non-Derailment Claims**" and, individually, a "**Non-Derailment Claim**") shall represent no more than 6.1% in value of all votes cast by Creditors.

### **3.6 Interest**

Interest shall not accrue or be paid on any Claim from and after the Filing Date.

### **3.7 Duplicate Claims**

A Creditor who has a Claim against more than one of MMAC, MMA or the Released Parties or has filed or is deemed to have filed claims both in the Bankruptcy Case and the CCAA Proceeding, in respect of the same debt or obligation, shall only be entitled to assert one Claim in respect of such debt or obligation, and any duplicate Claim filed by such Creditor will be disallowed for voting and distribution purposes under this Plan and the U.S. Plan so that only a single Claim remains under which said Creditors can exercise distribution rights.

## **ARTICLE 4 DISTRIBUTIONS**

### **4.1 Contributions to the Indemnity Fund**

Each of the Released Parties shall deliver to the Monitor the monies necessary to fully fund that amount of the Indemnity Fund which it is obligated to pay pursuant to the Settlement Agreements within such delay as has been agreed to pursuant to the Settlement Agreements and in any event within no more than 30 days after they have received written notice from the Monitor and the Trustee certifying that the Approval Orders become Final Orders, and such monies shall be held by the Monitor in trust in one or more interest bearing accounts and distributed by the Monitor in accordance with the terms of this Plan. Should this Plan be terminated for any reason in accordance with Section 6.3 or 8.3, such monies shall be returned by the Monitor, with any interest earned thereon, forthwith to the respective parties having contributed such monies. For greater certainty, any contributions to the Indemnity Fund received by the Monitor that are in U.S. Dollars shall be held by the Monitor in trust in U.S. Dollars and converted into Canadian Dollars on the Plan Implementation Date (save and except the portion to be remitted to the Trustee pursuant to Section 4.2(a)) and any contributions to the Indemnity Fund received by the Monitor that are in Canadian Dollars shall be held by the Monitor in trust in Canadian Dollars and not converted into U.S. Dollars.

### **4.2 Distribution to Creditors**

The following Creditors having Proven Claims shall be entitled to distribution under this Plan as follows:

- (a) Creditors having Wrongful Death Claims shall, in the aggregate, receive 24.1% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be remitted by the Monitor to the Trustee to fund a trust dedicated to the distribution to the Creditors having Wrongful Death Claims in accordance with the mechanism set forth in Schedule E hereto.
- (b) Creditors having Bodily Injury and Moral Damages Claims shall, in the aggregate, receive 10.4% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor in accordance with the mechanism set forth in Schedule F hereto.
- (c) Creditors having Property and Economic Damages Claims shall, in the aggregate, receive 9.0% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor in accordance with the mechanism set forth in Schedule G hereto.
- (d) Creditors having Subrogated Insurer Claims shall, in the aggregate, receive 4.1% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor on a *pro rata* basis amongst the Creditors having Subrogated Insurer Claims.
- (e) Creditors having Government Claims shall, in the aggregate, receive 52.4% of the Funds for Distribution in full and final satisfaction of their Proven Claims as against the Released Parties. This amount will be distributed by the Monitor on a *pro rata* basis amongst the Province, the City of Lac-Mégantic, the Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions) and the Commission de la Santé et de la Sécurité au Travail (CSST). For the purpose of this Plan, the Proven Claims of the Province, the City of Lac-Mégantic, the Federal Government of Canada (Economic Development of Canada, Quebec Regions) and the Commission de la Santé et de la Sécurité au Travail (CSST) are evaluated and established as follows:
  - (i) Province: CAD\$409,313,000 (or ~~9489.9%~~ of the Government Claims)
  - (ii) The City of Lac-Mégantic: ~~CAD\$5,000,000~~ CAD\$20,000,000 (or 4.4% of the Government Claims)
  - (iii) The Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions): CAD\$21,000,000 (or ~~4.8%~~ 4.6% of the Government Claims)
  - (iv) CSST: ~~CAD\$313,7754,915,257~~ (or ~~0.1%~~ 1.1% of the Government Claims)

For greater certainty, Creditors having Indemnity Claims and Non-Derailment Claims shall not be entitled to distribution under this Plan or the U.S. Plan in relation to the Indemnity Fund and shall have no right to any portion of the Funds for Distribution. However, the Creditors having Non-Derailment Claims against MMAC will be entitled to

distribution under the U.S. Plan, in accordance with its terms from any available net proceeds of the liquidation of MMA's assets.

Notwithstanding the foregoing, in the event that, following the review of the Property and Economic Damages Claims pursuant to the Claims Resolution Order, the aggregate value of the Property and Economic Damages Claims is reduced below \$75 million, the distribution related to the difference between the amount of \$75 million and the revised aggregate value of these claims ("Economic Savings") will be allocated on a pro-rata basis to the value of the claims in the other categories described in Sections 4.2 (a) (b) (d) and (e) as follows:

- i. Firstly, an amount of up to \$884,000 to permit a payment of up to \$17,000 to each of the grandparents and grandchildren of the deceased, in which case the grandparents and grandchildren will be removed from Schedule "F" and included in paragraph 7 of Schedule "E";
- ii. Secondly, an amount of Economic Savings to permit the increase of the overall carve-out for parents, siblings, grandparents and grandchildren to increase from 5% up to the equivalent of 12.5%;
- iii. Thirdly, on a pro-rata basis, to the value of the claims in the other categories described in Sections 4.2 (a) (b) (d) and (e).

For greater certainty, the total allocation of Economic Savings to increase the allocation to parents, siblings, grandparents and grandchildren to 12.5% in the wrongful death category shall not exceed \$5.1 million.

#### **4.3 Additional Distributions to Creditors**

With the agreement of the Province and the Federal Government of Canada (Economic Development of Canada, Quebec Region), any and all amounts payable pursuant to this Plan:

- (a) to the Province out of the XL Indemnity Payment (estimated at CAD\$~~13,735,000~~13,383,000);
- (b) to the Attorney General of Canada (on behalf of Canada Economic Development for Quebec Regions) (estimated at CAD\$~~6,936,000~~9,909,589);

(collectively, the "Reallocated Dividends")

will be distributed to the Creditors having Proven Claims in respect of (i) Wrongful Death Claims, (ii) Bodily Injury and Moral Damages Claims and (iii) Property and Economic Damages Claims in accordance with the percentages set forth in subsection 4.2 (a) (b) and (c) hereof, namely:

- (i) 53.3% of the Reallocated Dividends will be distributed to the Creditors having Wrongful Death Claims;
- (ii) 26.7% of the Reallocated Dividends will be distributed to Creditors having Bodily Injury and Moral Damages Claims; and

- (iii) 20.0% of the Reallocated Dividends will be distributed to Creditors having Property and Economic Damages Claims.

#### **4.4 Timing of Distributions to Creditors**

The Monitor shall hold the Settlement Funds in trust pending distribution thereof in accordance with the terms of this Plan and the Settlement Agreements, as applicable. Within 45 calendar days following the Plan Implementation Date, and receipt by the Monitor of any applicable tax ruling or clearance certificate, the Monitor shall make distributions to or on behalf of Creditors (including, without limitation, to the Trustee in accordance with Section 4.2(a) or to the Creditors' Representative Counsel in accordance with Section 4.5, to be held by such Representative Counsel in trust for such Creditors) in accordance with the terms of this Plan.

#### **4.5 Delivery of Distributions to Creditors**

Distributions to Creditors shall be made in accordance with the terms of this Plan, as applicable, by the Monitor: (A) at the addresses set forth in the Proofs of Claim filed by such Creditors in accordance with the Claims Procedure Order; (B) if applicable, at the addresses set forth in any written notices of address change delivered to the Monitor after the date on which any corresponding proof of claim was filed, provided such notice is received by the Monitor at least five (5) Business Days prior to the Plan Implementation Date; or (C) if applicable, and to the extent differing from the foregoing, at the address of such Creditors' respective legal representatives (the "**Representative Counsel**"), in trust for such Creditors, subject to the receipt by the Monitor at least five (5) business days prior to the Plan Implementation Date of a written instruction to that effect from said Creditors, it being understood that the class members in the Class Action, to the extent they have not sent an Opt-Out Notice (as these terms are defined in the Representation Order) within the prescribed delay, shall be deemed represented by the Class Counsel (as these terms are defined in the Representation Order) and said Class Counsel shall be considered as Representative Counsel duly authorized to receive the above-mentioned distribution in trust for all such class members. For greater certainty, and without limiting the foregoing:

- (i) With respect to the distributions to be made under this Plan to Representative Counsel, any disputes among the Creditors they represent and Representative Counsel with respect to the timing, allocation, quantum or other terms of the payment of the monies in question by Representative Counsel to and among those Creditors shall have no bearing or effect on the releases set out in the Settlement Agreements or this Plan, including, without limitation, the releases and injunctions in favour of the Released Parties (whether pursuant to the Settlement Agreements, the Plan, the U.S. Plan, the Approval Orders, or otherwise); and
- (ii) this Plan shall be effective and binding as and when set out in Section 6.2, and the fact that one or more of the Representative Counsel may be required or elect to commence or pursue further steps or proceedings or to otherwise resolve additional matters, issues or things

subsequent to the Plan Implementation Date in order to be lawfully entitled to make distributions to the Creditors they represent (including, without limitation, obtaining the approval by any Court of the payment of their respective professional fees and disbursements from the distributions in question) shall have no bearing or effect on the Settlement Agreements, this Plan, the U.S. Plan, or the Approval Orders, irrespective of the timing and outcome of such further steps and proceedings.

#### **4.6 Allocation of Distributions**

All distributions made to Creditors in respect of Proven Claims pursuant to this Plan shall be applied first in payment of the outstanding principal amount of the Proven Claim and only after the principal portion of any such Proven Claim is satisfied in full, to any portion of such Proven Claim comprising accrued and unpaid interest (but solely to the extent that interest is an allowable portion of such Proven Claim pursuant to this Plan or otherwise). In the event that the principal amount of all Proven Claims has been paid in full, each Creditor shall, at the request of the Monitor, be responsible for providing a representation and warranty with respect to its residency for purposes of the *Income Tax Act* (Canada). If any Creditor fails to provide satisfactory evidence that it is a resident of Canada for purposes of the *Income Tax Act* (Canada), then the Monitor shall have the right to:

- (i) assume and otherwise consider such Creditor to be a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (ii) withhold any non-resident withholding tax that would be imposed under the *Income Tax Act* (Canada) based on such assumption from any amounts payable to such Creditor under this Plan,

until such time as such Creditor provides satisfactory evidence to the contrary to the Monitor, unless the non-resident withholding tax has already been remitted to the Canada Revenue Agency. For greater certainty, the distributions to be made pursuant to this Plan to Creditors having Proven Claims do not include, and are not intended to include, any amounts on account of interest on such Claims.

#### **4.7 Transfer of Claims; Record Date for Distributions**

Claims may be sold, transferred or assigned at any time by the holder thereof, whether prior or subsequent to the Plan Implementation Date, provided that:

- (i) Neither MMAC nor the Monitor shall be obligated to deal with or to recognize the purchaser, transferee or assignee of the Claim as the Creditor in respect thereof unless and until written notice of the sale, transfer or assignment is provided to the Monitor, such notice to be in form and substance satisfactory to the Monitor, acting reasonably within five (5) Business Days prior to the Plan Implementation Date
- (ii) only holders of record of Claims as at the date of the Meeting Order shall be entitled to attend, vote or otherwise participate at such meeting of Creditors; provided, however, that: (A) for the purposes of determining whether this Plan has been approved by a majority in number of the

Creditors only the vote of the transferor or the transferee, whichever holds the highest dollar value of such Claims will be counted, and, if such value shall be equal, only the vote of the transferee will be counted; and (B) if a Claim has been transferred to more than one transferee, for purposes of determining whether this Plan has been approved by a majority in number of the Creditors, only the vote of the transferee with the highest value of such Claim will be counted; and

- (iii) only holders of record of Claims as at five (5) Business Days prior to the Plan Implementation Date shall have the right to participate in the corresponding distribution provided for under Section 4.2 of this Plan.

## **ARTICLE 5 RELEASES AND INJUNCTIONS**

### **5.1 Plan Releases and Injunctions**

All Affected Claims shall be fully, finally, absolutely, unconditionally, completely, irrevocably and forever compromised, remised, released, discharged, cancelled and barred on the Plan Implementation Date as against the Released Parties.

All Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, or with respect to any claim that, with the exception of any claims preserved pursuant to Section 5.3 hereof against any Third Party Defendants that are not also Released Parties, could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties with respect to any Claim, and (vii) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

Notwithstanding the foregoing, the Plan Releases and Injunctions as provided in this Section 5.1 (i) shall have no effect on the rights and obligations provided by the "*Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic*" signed on February 19, 2014 between Canada and the Province, (ii) shall not extend to

and shall not be construed as extending to any Unaffected Claims.

## **5.2 Timing of Releases and Injunctions**

All releases and injunctions set forth in this Article 5 shall become effective on the Plan Implementation Date at the Effective Time.

## **5.3 Claims against Third Party Defendants**

~~Any~~Notwithstanding anything to the contrary herein, any Claim of any Person, including MMAC and MMA, against the Third Party Defendants that are not also Released Parties: (a) is unaffected by this Plan; (b) is not discharged, released, cancelled or barred pursuant to this Plan; (c) shall be permitted to continue as against said Third Party Defendants; (d) shall not be limited or restricted by this Plan in any manner as to quantum to the extent that there is no double recovery as a result of the indemnification received by the Creditors or Claimants pursuant to this Plan; and (e) does not constitute an Affected Claim under this Plan. For greater certainty, and notwithstanding anything else contained herein, in the event that a Claim is asserted by any Person, including MMAC and MMA, against any Third Party Defendants that are not also Released Parties any and all right(s) of such Third Party Defendants to claim over, claim against or otherwise assert or pursue any rights or any Claim against any of the Released Parties at any time, shall be released and discharged and forever barred pursuant to the terms of this Plan and the Approval Orders.

## **ARTICLE 6 CONDITIONS PRECEDENT AND IMPLEMENTATION**

### **6.1 Conditions Precedent to Implementation of Plan**

The implementation of this Plan shall be conditional upon the fulfillment, or waiver (strictly with respect to Sections 6.1(e) and (f)), of the following conditions on or before the Plan Implementation Date:

(a) **Entry of the Canadian Approval Order**

The Canadian Approval shall have been granted by the CCAA Court, including the granting by the CCAA Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan.

(b) **Confirmation by the Trustee of the entry of the U.S. Approval Order**

The Trustee shall have confirmed in writing to the Monitor that the U.S. Approval Order has been granted by the Bankruptcy Court, including the granting by the Bankruptcy Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan.

(c) **Entry of the Class Action Order**

The Class Action Order shall have been granted by the Superior Court, Province of Quebec.

(d) **Expiry of Appeal Periods**

The Canadian Approval Order and the Class Action Order shall have become Final Orders and the Trustee shall have confirmed in writing to the Monitor that the U.S. Approval Order has become a Final Order.

(e) **Contributions**

Each of the Released Parties shall have paid to the Monitor the amounts payable by it pursuant to its Settlement Agreement, in accordance with the terms of the Settlement Agreements.

(f) **Completion of Necessary Documentation**

MMAC, the Monitor and the Trustee, as applicable, shall have obtained the execution and delivery by all relevant Persons of all agreements, settlements, resolutions, indentures, releases, documents and other instruments that are necessary to be executed and delivered to implement and give effect to all material terms and provisions of this Plan and the Settlement Agreements.

**6.2 Monitor's Certificate**

Upon the satisfaction of the conditions set out in Section 6.1 hereof, the Monitor shall file with the CCAA Court in the CCAA Proceeding and with the Trustee a certificate that states that all conditions precedent set out in Section 6.1 of this Plan have been satisfied and that the Plan Implementation Date has occurred.

**6.3 Termination of Plan for Failure to Become Effective**

If the Plan Implementation Date shall not have occurred on or before the Plan Termination Date, then, subject to further Order of the CCAA Court and the Bankruptcy Court, as applicable, this Plan shall automatically terminate and be of no further force or effect; provided that this Plan shall not automatically terminate pursuant to this section if the sole basis for the non-occurrence of the Plan Implementation Date is the pendency of any appeal or application for leave to appeal with respect to the Approval Orders.

**ARTICLE 7  
ADMINISTRATION CHARGE**

**7.1 Administration Charge and Administration Charge Reserve**

The Settlement Funds, to the exclusion of the XL Indemnity Payment, up to a maximum of CAD\$20 million, plus any applicable sales taxes for the Canadian Professionals (the "**Administration Charge Reserve**"), shall upon the Effective Time on the Plan Implementation Date be subject to an administration charge in favour of the Canadian Professionals and shall constitute a carveout in favour of the U.S. Professionals in order

to secure the payment of the fees, disbursements and entitlements owed or to be owed to them for the services rendered by them in connection with or relating to the CCAA Proceeding and the Bankruptcy Case (the "**Administration Charge**"). 60% of the Administration Charge Reserve shall be for the benefit of the Canadian Professionals and 40% shall be for the benefit of the U.S. Professionals. These funds shall be distributed to the Canadian Professionals pursuant to an order of the CCAA Court and to the U.S. Professionals pursuant to an order of the Bankruptcy Court. The Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances, security or rights of whatever nature or kind or deemed trusts affecting the Settlement Funds, if any. The Administration Charge and the Administration Charge Reserve are established on the basis of incurred fees and disbursements as well as on an estimate of fees, disbursements and entitlements for which the Canadian Professionals and the U.S. Professionals could seek Court approval and are based on the Settlement Funds as presently constituted. The balance of the Administration Charge Reserve, if any, after payment of all fees, disbursements and entitlements of the Canadian Professionals and U.S. Professionals, shall form part of the Indemnity Fund, for distribution in accordance with the Plan.

## **ARTICLE 8 GENERAL**

### **8.1 Binding Effect**

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time;
- (b) the Plan shall be final and binding in accordance with its terms for all purposes on all Persons named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns; and
- (c) each Person named or referred to in, or subject to, the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety and shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

### **8.2 Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

### **8.3 Non-Consummation**

If the Approval Orders are not issued or if the Plan Implementation Date does not occur before the Plan Termination Date, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan or any Settlement Agreement, including the fixing or limiting to an amount certain any Claim, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan,

shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Released Parties or any other Person; (ii) prejudice in any manner the rights of the Released Parties or any other Person in any further proceedings involving MMAC and/or the Derailment; or (iii) constitute an admission of any sort by the Released Parties or any other Person.

#### **8.4 Plan Amendment**

MMAC reserves the right, at any time prior to the Plan Implementation Date, to amend, modify and/or supplement this Plan, provided that:

- (i) any amendment, modification or supplement to Articles 5 and 6 (including any defined terms contained therein) as well as any amendment, modification or supplement made to any other Article which affects the rights of Released Parties under their respective Settlement Agreement(s), may be made only with the written consent of the Released Parties or the affected Released Party, as the case may be, which can be provided at their sole discretion.
- (ii) any such amendment, modification or supplement must be contained in a written document that is filed with and approved by the CCAA Court, and must be discussed in advance with, and not objected to by the Released Parties and, if made following the Meeting, communicated to such of the Creditors and in such manner, if any, as may be ordered by the CCAA Court;
- (iii) any amendment, modification or supplement may be made unilaterally by MMAC following the Approval Orders, provided that it concerns a matter which, in the opinion of MMAC and the Monitor, acting reasonably, is of an administrative nature required to better give effect to the implementation of this Plan and to the Approval Orders and is not adverse to the financial or economic interests of the Creditors or the Released Parties; and
- (iv) any supplementary plan or plans of compromise or arrangement filed with the CCAA Court by MMAC and, if required by this Section 8.4, approved by the CCAA Court shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan.

#### **8.5 Severability**

In the event that any provision in this Plan (other than Articles 5 and 6 and all defined terms contained therein or any other provision herein that would materially adversely affect the rights of any of the Released Parties under their respective Settlement Agreement(s), or requires any Released Party to pay more than the sum set forth in their respective Settlement Agreement(s)) is held by the CCAA Court to be invalid, void or unenforceable, the CCAA Court shall, following due notice to the parties in interest and a hearing on the issue, have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted.

Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Canadian Approval Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms, as same may be recognized, enforced and given effect by the U.S. Approval Order.

#### **8.6 Paramourncy**

From and after the Plan Implementation Date, any conflict between: (A) this Plan; and (B) any information summary in respect of this Plan, or the covenants, warranties, representations; terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between MMAC and any Creditor, Released Party or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Approval Orders, which shall take precedence and priority. Notwithstanding the foregoing, the rights and duties of the parties under each of the Settlement Agreement Agreements are set forth in and shall be governed by ~~the said Settlement Agreement Agreements~~ the said Settlement Agreement Agreements. More particularly, the Plan Releases and Injunctions shall be in addition to and are intended to supplement any releases included in the Settlement Agreements as between the parties to such Settlement Agreements. In the event of any inconsistency between this Plan or the Approval Orders and ~~the Settlement Agreement Agreements~~ the Settlement Agreement Agreements, the terms of said Settlement Agreement Agreements will apply with respect to the rights and obligations of the parties thereto, as between themselves.

#### **8.7 Responsibilities of the Monitor**

The Monitor is acting in its capacity as Monitor in the CCAA Proceeding, and the Monitor will not be responsible or liable for any obligations of MMAC hereunder. The Monitor will have only those powers granted to it by this Plan, by the CCAA and by any Order of the CCAA Court in the CCAA Proceeding, including the Initial Order.

#### **8.8 Unclaimed Distributions**

If any Person entitled to a cash distribution pursuant to this Plan cannot be located on the Plan Implementation Date or at any time thereafter or otherwise fails to claim his/her/its distribution hereunder, then such cash or cash equivalent instruments shall be set aside and held in a segregated, non-interest-bearing account to be maintained by the Monitor on behalf of such Person. If such Person is located within six (6) months of the Plan Implementation Date, such cash (less the allocable portion of taxes (including withholding taxes), if any, paid by MMAC on account of such Person) and proceeds thereof, shall be paid or distributed to such Person. If such Person cannot be located within six (6) months of the Plan Implementation Date, any such cash, and interest and proceeds thereon, shall be remitted by the Monitor to a charitable association of its choice (if possible, in the Monitor's sole appreciation, dedicated to providing assistance to the victims of the Derailment), and such Person shall be deemed to have released its claim to such monies; provided, however, that nothing contained in this Plan shall require MMAC or the Monitor to attempt to locate such Person. Any distribution cheques

that have not been negotiated within three (3) months of issuance shall be cancelled by the Monitor, and any right or entitlement to such distribution shall be treated as an unclaimed cash or distribution pursuant to this Section 8.8.

#### 8.9 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

(a) If to MMAC

Montreal Maine & Atlantic Canada Co.  
C/o Gowling Lafleur Henderson LLP  
3700 – 1 Place Ville Marie  
Montréal, Québec H3B 3P4

Attention: Me Patrice Benoit (patrice.benoit@gowlings.com)  
Attention: Me Pierre Legault (pierre.legault@gowlings.com)  
Fax: 514-876-9550

(b) If to the Monitor:

Richter Advisory Group  
1981 McGill College Avenue, 11<sup>th</sup> Floor  
Montréal, Québec H3A 0G6

Attention: Mr. Gilles Robillard (grobillard@richter.ca)  
Attention: Mr. Andrew Adessky (aadessky@richter.ca)  
Fax: 514-934-3504

with a copy by email or fax (which shall not be deemed notice) to:

Attention: Me Sylvain Vauclair (svauclair@woods.qc.ca)  
Fax: 514-284-2046

(c) If to the Trustee:

Robert J. Keach, Esq. (rkeach@bernsteinshur.com)  
Bernstein Shur Sawyer & Nelson  
100 Middle Street  
P.O. Box 9729  
Portland, ME 04104-5029  
Fax: 207-774-1127

or to such other address as any party may from time to time notify the others in accordance with this section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if

delivered, or on the day of faxing or emailing, provided that such day in either event is a Business Day and the communication is so delivered, faxed or emailed before 5:00 p.m. (Montréal time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

**8.10 Further Assurances**

MMAC and any other Person named or referred to in the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein.

**8.11 No Preference**

Sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 shall not apply to this Plan, save and except insofar as they may allow for the preservation or enforcement of (i) any claim brought or that could be brought in the future by the Trustee or MMAC (and only the Trustee, MMAC, their designee, or, to the extent applicable, the Estates) against the Rail World Parties and/or the D&O Parties but only to the extent that there is, or may be, insurance coverage for such claims under any policy of insurance issued by Great American, including, without limitation, the Great American Policy, and (ii) claims by the Trustee or MMAC (and only the Trustee, MMAC, their designee, or, to the extent applicable, the Estates) under applicable bankruptcy and non-bankruptcy law to avoid and/or recover transfers from MMA, MMAC or Montreal, Maine & Atlantic Corporation to the holders of notes and warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated as of January 8, 2003 between MMA and certain noteholders (as amended from time to time) to the extent any such transfers arise from the distribution of proceeds from the sale of certain assets of MMA to the State of Maine, including any claims by or on behalf of the Trustee or the Estates against any of the D&O Parties for any alleged breach of fiduciary duty or any similar claim based upon the D&O Parties' authorization for payment of such notes, but any such breach of fiduciary duty or any similar claim shall be limited to recovery from the insurer under any policy of insurance issued by Great American, including, without limitation, the Great American Policy.

**8.12 No Admission**

Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed as an admission by the Released Parties with respect to any matter set forth herein including, without limitation, liability on any Claim.

DATED as of the 31<sup>st</sup> day of ~~March~~ June, 2015

**Schedule "A" List of Released Parties**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

## VERSION ANGLAISE SEULEMENT

### SCHEDULE A TO THE PLAN OF COMPROMISE AND ARRANGEMENT OF MONTREAL, MAINE & ATLANTIC CANADA CO. List of Released Parties

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

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

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Schedule 2 hereto but strictly as non-operating working interest owners or joint venturers in the specific Oasis-operated wells that produced oil that was provided and supplied by Oasis that was transported in the train involved in the Derailment.

3. **Inland Oil & Gas Corporation, Whiting Petroleum Corporation, Enerplus Resources (USA) Corporation, Halcón Resources Corporation, Tracker Resources, Kodiak Oil & Gas Corp. (now known as Whiting Canadian Holding Company, ULC) and Golden Eye Resources LLC**, together with each of their respective parents, subsidiaries, Affiliates, and each of their former and current respective employees, officers, directors, successors and permitted assignees and attorneys, but strictly as non-operating working interest owners or joint venturers in any wells that produced oil that was provided, supplied and transported in the train involved in the Derailment.
4. **Arrow Midstream Holdings CCC. ("Arrow")** together with its parents, subsidiaries, Affiliates, successors, officers, directors, principals, employees, attorneys, accountants, representatives, and insurers. For the avoidance of doubt, Arrow shall include its current parent Crestwood Midstream Partners LP; and insurers mean only those insurers who have issued liability insurance policies to or in favor of Arrow actually or potentially providing insurance for Claims against Arrow arising from or relating to the Derailment, including without limitation, Commerce and Industry Insurance Company under policy no. 3023278 and National Union Fire Insurance Company of Pittsburg, Pa. under policy no. 41131539.
5. **Marathon Oil Company ("Marathon")**, together with its parent, subsidiaries, successors and assigns, Affiliates, officers, directors, principals, employees, attorneys, accountants, representatives, insurers (to the extent strictly limited to coverage afforded to Marathon in relation to the Derailment), as well as the entities identified in schedule 5 attached hereto, but strictly as non-operating working interest owners or joint venturers in the specific Marathon-operated wells that produced and supplied oil that was transported on the train involved in the Derailment. For the avoidance of doubt, insurers, as used in this definition, shall include all insurers that issued liability policies to or for the benefit of Marathon and that actually or potentially provided coverage for Claims relating to or

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arising from the Derailment, including, but not limited to, Yorktown Assurance Corporation policy number XSL-7-2013 and Old Maine Assurance Ltd. (reinsurance Agreement).

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

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

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

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

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

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

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

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

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relates in any way to any of the SMBC Parties or any insurance policy issued by Liberty to any of the SMBC Parties.

Notwithstanding the foregoing or anything else in this list, and without implying or providing any limitation, the term "Settling Defendants" as used herein or above does not include, and shall not be deemed to include Canadian Pacific Railway Company and ~~(b) SMBC Rail Services, LLC, (b) World Fuel Services Corporation, (c) World Fuel Services, Inc., (d) World Fuel Services, Canada, Inc., (e) Petroleum Transport Solutions, LLC, (f) Western Petroleum Co., (g) Strobel Starostka Transfer LLC, (h) Dakota Plains Marketing LLC, (i) Dakota Plains Holdings, Inc., (j) DPTS Marketing Inc., (k) Dakota Plains Transloading LLC, (l) Dakota Petroleum Transport Solution LLC.~~

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

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

**VERSION ANGLAISE SEULEMENT**

**SCHEDULE 5**

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

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

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

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**SCHEDULE 6**

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

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

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

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

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VINNIE CORP  
VINTAGE OIL & GAS, LLC  
VIVIAN MCCORMICK WARREN  
WESTERN ENERGY CORPORATION  
WILLIAM G SEAL ESTATE  
WOLF ENERGY LLC  
XTO ENERGY INC  
XTO OFFSHORE INC  
ZACHARY D VANOVER

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**SCHEDULE 7**

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

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

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

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

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**SCHEDULE 15**

**LIST OF UTCC'S INSURERS AND REINSURERS**

Canadian Insurance Companies

ACE INA Insurance

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

Westport Insurance Corporation

U.S. Insurance Companies

ACE American Insurance Company

American Zurich Insurance Company

Lexington Insurance Company

North American Capacity Insurance Company

Starr Indemnity & Liability Company

Bermudian Insurance Companies

ACE Bermuda Insurance Ltd.

Allied World Assurance Company Ltd.

Argo Re Ltd.

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

Chubb Atlantic Indemnity Ltd.

Hanseatic Insurance Company (Bermuda) Limited

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

Starr Insurance & Reinsurance Limited

XL Insurance (Bermuda) Ltd.

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**SCHEDULE 18**

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

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

**VERSION ANGLAISE SEULEMENT**

**SCHEDULE 23**

**LIST OF IRVING INSURERS**

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

## VERSION ANGLAISE SEULEMENT

- 2 -

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

## VERSION ANGLAISE SEULEMENT

### SCHEDULE 24

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

1. Zurich American Insurance Company ("Zurich"). Zurich is included in Schedule A only with respect to its indemnity limits, and not with respect to its obligation to defend or pay defense costs to the World Fuel Parties. Zurich is included on Schedule A solely with respect to the following policies:
  - Zurich American Insurance Company Policy GLO 5955601-00 (eff. 07/01/2013 – 07/01/2014); and
  - Zurich American Insurance Company Policy ZE 5761197-00 (eff. 07/01/2013 – 07/01/2014)
2. Federal Insurance Company (GL) ("Federal (GL)"). Federal (GL) is included in Schedule A only with respect to its indemnity limits, and not with respect to its obligation to defend or pay defense costs to the World Fuel Parties. Federal (GL) is included on Schedule A solely with respect to the following policy:
  - Federal Insurance Company Policy 3597-82-72 NHO (eff. 11/07/2012 – 11/07/2013)
3. Alterra Excess & Surplus Insurance Company ("Alterra"). Alterra is included on Schedule A solely with respect to the following policy:
  - Alterra Excess & Surplus Insurance Company Policy MAX3EC50000211 (eff. 11/07/2012 – 11/07/2013)
4. ACE Property and Casualty Insurance Company ("ACE"). Ace is included on Schedule A solely with respect to the following policy:
  - ACE Property and Casualty Insurance Company Policy XOO G27047026 (eff. 07/01/2013 – 07/01/2014)
5. Ironshore Specialty Insurance Company ("Ironshore"). Ironshore is included on Schedule A solely with respect to the following policy:
  - Ironshore Specialty Insurance Company Policy 001709800 (eff. 07/01/2013 – 07/01/2014)
6. \*XL Insurance America, Inc. ("XL"). XL is included on Schedule A solely with respect to the following policy:
  - XL Insurance America, Inc. Policy US00065550LI13A (eff. 07/01/2013 – 07/01/2014)]
  - \* settlement subject to determination of WFS's ultimate derailment liability

## VERSION ANGLAISE SEULEMENT

- 2 -

7. Federal Insurance Company and Chubb Custom Insurance Company (Pollution) ("collectively, Chubb"). Chubb is included on Schedule A solely with respect to the following policies:
  - Federal Insurance Company Policy 37313421 (eff. 10/1/2010 – 10/1/2020);
  - Chubb Custom Insurance Company Policy 37313810 (eff. 4/17/2012 – 4/17/2017); and
  - Chubb Custom Insurance Company Policy 37313496 (eff. 12/31/2010 – 12/31/2020)
  
8. Lexington Insurance Company and Chartis Specialty Insurance Company (collectively, "AIG"). AIG is included on Schedule A solely with respect to the following policies:
  - Lexington Insurance Company Policy PLS 5652718 (eff. 06/01/11 – 07/01/14);
  - Chartis Specialty Insurance Company Policy PLS 1951951 (eff. 07/01/11 – 07/01/14); and
  - Chartis Specialty Insurance Company PLS 18809548 (eff. 05/11/12 – 05/11/15)
  
9. Crum and Forster Specialty Insurance Company ("Crum & Forster"). Crum & Forster is included on Schedule A solely with respect to the following policies:
  - Crum & Forster Specialty Insurance Company Policy EPK 101162 (eff. 03/16/13-03/16/14); and
  - Crum & Forster Specialty Insurance Company Policy EFX 100400 (eff. 03/16/13-03/16/14)]

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

**Schedule "E" Distribution mechanism with respect to the  
Wrongful Death Claims**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

**Montreal Maine & Atlantic Canada Co.**  
**Schedule E**  
**Distribution Mechanism with Respect to the Wrongful Death Claims**

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

**Montreal Maine & Atlantic Canada Co.  
Schedule E**

**Distribution Mechanism with Respect to the Wrongful Death Claims**

Victim	Total Points	Allocation %	Estimated Potential Distribution
1	68	4.83%	\$ 5,374,000
2	23	1.65%	1,830,000
3	32	2.29%	2,548,000
4	20	1.43%	1,592,000
5	15	1.07%	1,194,000
6	20	1.43%	1,592,000
7	6	0.43%	478,000
8	38	2.88%	2,985,000
9	28	1.97%	2,189,000
10	14	1.00%	1,115,000
11	23	1.65%	1,831,000
12	16	1.15%	1,274,000
13	20	1.43%	1,592,000
14	28	1.97%	2,189,000
15	40	2.88%	3,185,000
16	52	3.89%	4,100,000
17	28	1.97%	2,189,000
18	25	1.79%	1,990,000
19	23	1.65%	1,830,000
20	40	2.88%	3,185,000
21	17	1.22%	1,353,000
22	18	1.29%	1,433,000
23	25	1.79%	1,990,000
24	21	1.47%	1,632,000
25	23	1.65%	1,831,000
26	55	3.94%	4,379,000
27	25	1.79%	1,990,000
28	53	3.76%	4,180,000
29	40	2.88%	3,185,000
30	31	2.18%	2,428,000
31	20	1.43%	1,592,000
32	23	1.65%	1,830,000
33	25	1.79%	1,990,000
34	40	2.88%	3,185,000
35	13	0.93%	1,035,000
36	13	0.93%	1,035,000
37	45	3.19%	3,543,000
38	21	1.47%	1,632,000
39	25	1.79%	1,990,000
40	30	2.15%	2,388,000
41	23	1.61%	1,791,000
42	41	2.95%	3,284,000
43	40	2.86%	3,185,000
44	40	2.88%	3,185,000
45	13	0.93%	1,035,000
46	53	3.76%	4,180,000
47	31	2.24%	2,488,000
48	40	2.86%	3,185,000
<b>1,397</b>	<b>100.0%</b>	<b>\$</b>	<b>111,216,000</b>

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

(all amounts are in Canadian dollars)

**Schedule "F" Distribution mechanism with respect to the Bodily  
Injury and Moral Damages Claims**

PLAN OF COMPROMISE AND ARRANGEMENT

concerning, affecting and involving

MONTREAL, MAINE & ATLANTIC CANADA CO.

Montreal, Maine & Atlantic Canada Co.  
 Schedule F  
 Distribution Mechanism with Respect to the Moral Damage Claims

	Points	Estimated # of claimants	Total points	%	Estimated Distribution	Distribution per claim
Trouble & Inconvenience	5.0	3,700	18,500	24.9%	\$ 11,677,000	\$ 3,160
<b>Evacuations</b>						
Per day of displacement	1.0	1,850	10,370	14.0%	6,545,000	630
Maximum	30.0					par jour
Red Zone/Yellow Zone	50.0	140	7,000	9.4%	4,418,000	31,560
Grandparents and grandchildren	15.0	50	750	1.0%	473,000	9,460
Post Traumatic Stress - short term (note 2)	50.0	250	12,500	16.8%	7,890,000	31,560
Post Traumatic Stress - long term (note 2)	100.0	250	25,000	33.7%	15,780,000	63,120
Bodily Injury	50.0	2	100	0.1%	63,000	31,500
Buffer (note 3)					2,000,000	
Total (notes 1 & 4)			<b>74,220</b>	<b>100%</b>	<b>\$ 48,846,000</b>	

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

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

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

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

Note 4: The final amounts may vary depending on further information received by the Monitor by August 31, 2015.

(all amounts are in Canadian dollars)

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**R-6**

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF SAINT-FRANÇOIS

N° : 450-11-000167-134

DATE : October 9<sup>th</sup>, 2015

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**PRESIDING : THE HONOURABLE GAÉTAN DUMAS, S.C.J.**

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**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF :**

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTREAL, MAINE &  
ATLANTIQUE CANADA CIE)**

Debtor /Petitioner

and

**RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.)**

Monitor

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**ORDER VARYING THE ORDER APPROVING THE AMENDED PLAN OF  
COMPROMISE AND ARRANGEMENT**

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**CONSIDERING** Montreal, Maine & Atlantic Canada Co.'s (the "**Petitioner**") *Motion to Vary the Order Approving the Amended Plan of Compromise and Arrangement* (the "**Motion**"), pursuant to sections 6 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and the submissions of counsel present at the hearing;

**GIVEN** the judgment rendered on July 13, 2015 (as rectified on August 3, 2015) approving the Petitioner's Amended Plan of Compromise and Arrangement (the "Canadian Approval Order");

**GIVEN** the provisions of the CCAA and the absence of contestation;

**FOR THESE REASONS, THE COURT:**

[1] **GRANTS** the Motion;

[2] **DECLARES** that the notices given of the presentation of the Motion are adequate and sufficient;

[3] **ORDERS** that the Canadian Approval Order is hereby amended as more fully set out below under the heading "Amended Canadian Approval Order Conclusions"; specifically in order to add paragraphs 101.1 to 101.8;

[4] **ORDERS** the provisional execution of the present Order notwithstanding any appeal, without the necessity of furnishing any security;

[5] **THE WHOLE** without costs.

**AMENDED CANADIAN APPROVAL ORDER CONCLUSIONS:**

[79] **ACCUEILLE** la requête en approbation du plan d'arrangement amendé;

**DEFINITIONS**

[80] **ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Amended Plan of Compromise and Arrangement of the Petitioner dated June 8, 2015 and filed in the court record on June 17, 2015, a copy of which is attached hereto as Schedule "A" (the "Plan") or in the Creditors' Meeting Order granted by the Court on May 5, 2015 (the "Meeting Order"), as the case may be;

**SERVICE AND MEETING**

[81] **ORDERS AND DECLARES** that that the Notification Procedures set out in paragraphs 61 to 66 of the Meeting Order have been duly followed and that there has been valid and sufficient notice of the Creditors' Meeting and service, delivery and notice of the Meeting Materials including the Plan and the Monitor's Nineteenth Report dated May 14, 2015, for the purpose of the Creditors' Meeting, which service, delivery and notice was effected by (i) publication on the Monitor's Website, (ii) sending to the Service List, (iii) mailing of the documents set out in

paragraph 64 of the Meeting Order to all known Creditors, by prepaid regular mail, courier, fax or email, at the address appearing on a Creditor's Proof of Claim, and (iv) publication of the Notice to Creditors in the Designated Newspapers, and that no other or further notice is or shall be required;

[82] **ORDERS AND DECLARES** that the Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the Meeting Order;

**SANCTION OF THE PLAN**

[83] **ORDERS AND DECLARES** that :

- a) the Petitioner is a debtor company to which the CCAA applies, and the Court has jurisdiction to sanction the Plan;
- b) the Plan has been approved by the required majority of Creditors with Voting Claims in conformity with the CCAA and the Meeting Order;
- c) the Petitioner has complied in all respects with the provisions of the CCAA and all the Orders made by this Court in the CCAA Proceedings;
- d) the Court is satisfied that the Petitioner has neither done nor purported to do anything that is not authorized by the CCAA; and
- e) the Petitioner, Creditors having Government Claims, the Class Representatives, and the Released Parties have each acted in good faith and with due diligence, and the Plan (and its implementation) is fair and reasonable, and in the best interests of the Petitioner, the Creditors, the other stakeholders of the Petitioner and all other Persons stipulated in the Plan;

[84] **ORDERS AND DECLARES** that the Plan and its implementation, are hereby sanctioned and approved pursuant to Section 6 of the CCAA;

**PLAN IMPLEMENTATION**

- [85] **DECLARES** that the Petitioner and the Monitor are hereby authorized and directed to take all steps and actions, and to do all such things, as determined by the Monitor and the Petitioner, respectively, to be necessary or appropriate to implement the Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, including, without limitation, the Settlement Agreements, as required by the Monitor or the Petitioner, respectively, as contemplated by the Plan, and all such steps, transactions and agreements are hereby approved;
- [86] **ORDERS** that as of the Plan Implementation Date, the Petitioner, represented by the Trustee, the sole shareholder of the Petitioner, shall be authorized and directed to issue, execute and deliver any and all agreements, documents, securities and instruments contemplated by the Plan, and to perform its obligations under such agreements, documents, securities and instruments as may be necessary or desirable to implement and effect the Plan, and to take any further actions required in connection therewith;
- [87] **ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, releases, injunctions, offsets and cancellations effected thereby are hereby approved, shall be deemed to be implemented and shall be binding and effective in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan, in the sequence provided therein, and shall enure to the benefit of and be binding upon the Petitioner, the Released Parties and all Persons affected by the Plan and their respective heirs, administrators, executors, legal personal representatives, successors and assigns;
- [88] **ORDERS**, subject to the terms of the Plan, that from and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Petitioner then existing or previously committed by the Petitioner, or caused by the Petitioner, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Petitioner arising directly or indirectly from the filing by the Petitioner under the CCAA and the implementation of the Plan and any and all notices of default and

demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Petitioner from performing its obligations under the Plan or be a waiver of defaults by the Petitioner under the Plan and the related documents;

- [89] **ORDERS** that from and after the Plan Implementation Date, and for the purposes of the Plan only, if the Petitioner does not have the ability or the capacity pursuant to applicable law to provide its agreement, waiver, consent or approval to any matter requiring its agreement, waiver, consent or approval under the Plan, such agreement, waiver, consent or approval may be provided by the Trustee, or that such agreement, waiver, consent or approval shall be deemed not to be necessary;
- [90] **ORDERS** that upon fulfillment or waiver of the conditions precedent to implementation of the Plan as set out and in accordance with Article 6 of the Plan, the Monitor shall deliver the Monitor's Certificate, substantially in the form attached as Schedule "B" to this Order, to the Petitioner in accordance with Article 6.1 of the Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Monitor's Website;

#### **DISTRIBUTIONS BY THE MONITOR**

- [91] **ORDERS** that on the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Affected Claims of Creditors and to manage the distribution of the Funds for Distribution in accordance with the Plan and the Claims Resolution Order;
- [92] **ORDERS AND DECLARES** that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Petitioner, to the Creditors with Voting Claims under the Plan are for the account of the Petitioner and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;

[93] **ORDERS AND DECLARES** that, notwithstanding :

- a) the pendency of these proceedings and the declarations of insolvency made therein;
- b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., c. B-3, as amended (the "BIA") in respect of the Petitioner and any bankruptcy order issued pursuant to any such application; and
- c) any assignment in bankruptcy made in respect of the Petitioner;

the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and the Settlement Agreements contemplated thereby, whether before or after the Filing Date, and any action taken in connection therewith, including, without limitation, under this Order shall not be void or voidable and do not constitute nor shall they be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under the BIA, article 1631 and following of the Civil Code or any other applicable federal or provincial legislation, and the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and the Settlement Agreements contemplated thereby, whether before or after the Filing Date, and any action taken in connection therewith, do not constitute conduct meriting an oppression remedy under any applicable statute and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of the Petitioner;

#### **APPROVAL OF SETTLEMENT AGREEMENTS**

[94] **ORDERS AND DECLARES** that (i) the Petitioner has entered into the Settlement Agreements in exchange for fair and reasonable consideration; (ii) each Settlement Agreement is a good faith compromise, in the best interests of the Petitioner, the Creditors, the other stakeholders of the Petitioner and all other Persons stipulated in the Plan; (iii) each Settlement Agreement is fair, equitable and reasonable and an essential element of the Plan and (iv) each of the Settlement Agreements be and is hereby approved;

[95] **ORDERS** that the Settlement Agreements shall be sealed and shall not form part of the public record, subject to further Order of this Court;

- [96] **ORDERS AND DIRECTS** the Monitor to do such things and take such steps as are contemplated to be done and taken by the Monitor under the Plan. Without limitation: (i) the Monitor shall hold the Indemnity Fund to which the Settlement Funds will be deposited; and (ii) hold and distribute the Funds for Distribution in accordance with the terms of the Plan and the Claims Resolution Order;

#### **RELEASES AND INJUNCTIONS**

- [97] **ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan, including those granted by and for the benefit of the Released Parties, are integral components thereof and are necessary for, and vital to, the success of the Plan and that all such releases, discharges and injunctions are hereby sanctioned, approved, binding and effective as and from the Effective Time on the Plan Implementation Date. For greater certainty, nothing herein or in the Plan shall release or affect any rights or obligations provided under the Plan;
- [98] **ORDERS** that, without limiting anything in this Order, including without limitation, paragraph 97 hereof, or anything in the Plan, any Claim that any Person (regardless of whether or not such Person is a Creditor or Claimant) holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the Derailment, the Policies, MMA, and/or MMAC, is hereby permanently and automatically released and the enforcement, prosecution, continuation or commencement thereof is permanently and automatically enjoined and forbidden. Any and all Claims against the Released Parties are permanently and automatically compromised, discharged and extinguished, and all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Claims to the Released Parties;

- [99] **ORDERS** that all Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Claim against the Released Parties, or with respect to any claim that, with the exception of any claims preserved pursuant to Section 5.3 of the Plan against any Third Party Defendants that are not also Released Parties, could give rise to a Claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Orders to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties with respect to any Claim; and (vii) taking any actions to interfere with the implementation or consummation of this Plan, provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan;
- [100] **ORDERS** that notwithstanding the foregoing, the Plan Releases and Injunctions as provided in this Order (i) shall have no effect on the rights and obligations provided by the "Entente d'assistance financière découlant du sinistre survenu dans la ville de Lac-Mégantic" signed on February 19, 2014 between Canada and the Province, (ii) shall not extend to and shall not be construed as extending to any Unaffected Claims;

[101] **ORDERS** that, without limitation to the Meeting Order and Claims Procedure Order, any holder of a Claim, including any Creditor, who did not file a Proof of Claim before the applicable Bar Date shall be and is hereby forever barred from making any Claim against the Petitioner and Released Parties and any of their successors and assigns, and shall not be entitled to any distribution under the Plan, and that such Claim is forever extinguished;

### **BARRED PERSONS AND BARRED CLAIMS**

[101.1] **ORDERS** that, without limiting the Injunction and Release and without limiting paragraphs 97 to 101 set forth above, all (i) Third-Party Defendants that are not also Released Parties (collectively, the "Non-Settling Defendants" and, individually, a "Non-Settling Defendant"); (ii) Released Parties; (iii) Persons who have voted for or against the Plan ; and (iv) any other Persons that hold, have held or may hold a Claim (including a Derailment Claim), including, without limitation, Canadian Pacific Railway Company and any parent, affiliate or subsidiary thereof (collectively, the "Barred Persons"), are hereby permanently barred, enjoined and restrained from commencing, continuing, prosecuting, or asserting in this Court, in any federal or provincial court, or in any other court, arbitration proceeding, administrative agency, or other forum in Canada or elsewhere (each such venue, a "Trial Court"), any Claim (including a Derailment Claim) against any of the Released Parties, including, without limitation, any personal injury, property damage, wrongful death, indemnity, contribution, reimbursement or subrogation claim, whether based upon a contract or otherwise, against any Released Party (including, without limitation, any claim against the Released Parties, whether or not denominated as for indemnity, contribution, reimbursement, or subrogation, arising out of or related in any way to the Derailment or to the claims released pursuant to the Injunction and Release, whether arising under provincial, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims (collectively, the "Barred Claims"). This Order is without prejudice to the position of any party as to the existence, in the absence of this Order, of any Barred Claim.<sup>1</sup>

<sup>1</sup> Notwithstanding anything to the contrary in this paragraph or this Order, neither this paragraph nor this Order shall apply to any claims or Claims that the Irving Parties (as defined in their Settlement Agreement) have or may have against any one or more of their insurers.

[101.2] ORDERS that, in the event that any Person asserts any Claim (including any Derailment Claim), or any other claim, obligation, suit, judgment, damage, debt, right, remedy, cause of action, avoidance power or right, liability of any nature whatsoever, or legal or equitable remedy against any Person arising from or related to the Derailment, regardless of whether such claim, cause of action, right, or legal or equitable remedy may be asserted pursuant to the CCAA or any other applicable law or contract, including, without limitation, any claim for personal injury, property damage, wrongful death, indemnity (including contractual indemnity), contribution, reimbursement or subrogation relating in any way to the Derailment (collectively, the "Derailment-Related Causes of Action") and which results in a a determination by a Trial Court (including, without limitation, by a jury impaneled by such Trial Court) that a Barred Person who is a Non-Settling Defendant is liable in damages (the "Initial Damages Determination") to a Person, including, without limitation, a holder of a Derailment Claim, asserting a Derailment-Related Cause of Action against such Non-Settling Defendant (a "Plaintiff"), then, prior to final entry of any judgment, order or arbitration award with respect to such Initial Damages Determination in such Derailment-Related Cause of Action, the Plaintiff shall provide notice and a copy of this Order to the Trial Court. In such case, for purposes of the Contribution/Indemnity Credit described below, such Trial Court (including, without limitation, a jury impaneled by such Trial Court) shall determine whether the Derailment-Related Cause of Action gives rise to Barred Claims on which any Released Party would have been liable to the Barred Persons in the absence of this Order. Notwithstanding any finding referred to in section 10.7 of the U.S. Plan, the Trial Court, prior to final entry or final award of any verdict, judgment, order or arbitration award (the "Judgment"), shall determine any such Judgment against such Barred Person by reducing the Initial Damages Determination by an amount equal to the "Judgment Reduction Amount," which shall equal the greatest of:

- (a) The "Settlement Credit," which shall be an available alternative regardless of whether the Trial Court determines that there is any liability on the part of any Released Parties and shall mean the Distribution received or to be received by such Plaintiff pursuant to the Plan or the U.S. Plan, including by way of payment by the WD Trust (as defined in the U.S. Plan) (the "Distribution"); provided, however, that the Settlement Credit shall be limited to the amount of the Distribution received or to be received by the Plaintiff with respect to the type of Derailment Claim asserted by Plaintiff against the Barred Person, so that, for example, the

Barred Person shall not receive a Settlement Credit for Distributions received by Plaintiff for a personal injury claim if the claim against the Barred Person is for property damage.

- (b) The "Insurance Credit," which shall mean the amount of coverage, if any, the Trial Court determines would have been recoverable to such Barred Person under any insurance policies owned by the MMAC or MMA on account of such Plaintiff's Claim but for the operation of the Order; or
- (c) The "Contribution/Indemnity Credit," which shall mean, in the event the Trial Court determines that the Barred Person could establish a valid indemnity or contribution claim against a Released Party but for the operation of this Order, an amount equal to the value, as determined by the Trial Court, of all contribution or indemnification claims (whether equitable or contractual), if any, that the Trial Court determines such Barred Person would be entitled to as against one or more Released Parties but for operation of the Order, which shall be equal to the aggregate proportionate shares of liability, if any, of the Released Parties, plus the contractual indemnification for which the Barred Person would, in the absence of this Order, be entitled to recover, as determined by the Trial Court at the time of entry of any judgment against any Barred Person, *provided however*, that any Contribution/Indemnity Credit with respect to MMAC and/or MMA, shall be allocated among the Plaintiff, the Barred Person and/or Released Parties other than MMAC and/or MMA determined to be liable, in whole or in part, by the Trial Court, such allocation (a) to the extent the Trial Court is located in the United States, shall be in accordance with the holding in, and methodology adopted by, *Austin v. Raymark Indus.*, 841 F.2d 1184 (1st Cir. 1988)(*Austin*); or (b) to the extent the Trial Court is in Canada, shall be in accordance with applicable provincial law (*provided, however*, that such reference to *Austin* and/or such provincial law shall govern only with respect to the allocation of the proportionate liability of MMAC and/or MMA, and shall have no effect on the scope of the Contribution/Indemnity Credit (including, without limitation, that it extends to claims for contractual indemnity, if any.) Without limiting the foregoing, if a Barred Person holds both contribution and indemnity claims against the same Released Party, the value of such claims shall not be combined to determine the amount of the Contribution/Indemnity Credit unless such Barred Person could

simultaneously recover, in the absence of this Order, under both such contribution and indemnity claims as a matter of law. Notwithstanding the foregoing, nothing in this provision is intended to dictate the procedure in the Trial Court for determination of the Judgment Reduction Amount pursuant to and consistent with this provision, provided, however, in cases tried in the United States, the trial judge (or equivalent arbitrator, tribunal or panel) shall in the first instance determine the allocation of the proportionate liability of MMAC and/or MMA in accordance with *Austin*.

[101.3] **ORDERS** that, for the avoidance of doubt, and notwithstanding anything to the contrary, nothing in paragraphs 101.1 and 101.2 shall in any way modify or affect the releases and/or injunctions in favor the Released Parties as set forth in paragraphs 97 through 101, inclusive, of this Order, and nothing set forth herein shall be interpreted as providing that any Released Parties have any liability to any Person for any Claims (including Derailment Claims). Furthermore, after this Order becomes a Final Order, the Trustee is ordered to use his best efforts to ensure that any Claims (including Derailment Claims) against any Released Parties are promptly dismissed with prejudice.

[101.4] **ORDERS** that nothing herein shall prejudice or operate to preclude the right of any Non-Settling Defendant to (a) provide notice of this Order to any Trial Court hearing a Derailment-Related Cause of Action at any point, (b) raise any issues, claims or defenses regarding the Judgment Reduction Amount, including, without limitation, the contractual liability and/or relative or comparative fault of any Person, including any Released Party, in any court or tribunal hearing any Derailment-Related Cause of Action in accordance with applicable law or procedure; or (c) take discovery of Released Parties in accordance with applicable law or procedure, provided, however, that nothing herein shall in any way modify or affect the releases or injunctions in favor of the Released Parties as set forth in paragraphs 97 through 101, inclusive, of this Order. For the avoidance of doubt, nothing herein shall (x) be deemed to entitle a Plaintiff to more than a single satisfaction with respect to any Derailment-Related Cause of Action or (y) prejudice or operate to preclude the rights of any Barred Person to assert any claims or causes of action against any Released Party as set forth above that are unrelated to the Derailment and do not constitute Claims (including Derailment Claims).

- [101.5] ORDERS that the judgment reduction and related provision in paragraphs 101.1 and 101.2 are the bases upon which CP has agreed to withdraw, with prejudice, its objections to the U.S. Plan and its appeal of the Chapter 15 Recognition and Enforcement Order entered by the Bankruptcy Court on August 26, 2015, as well as to withdraw, with prejudice, its pleading seeking leave to appeal the Canadian Approval Order. Accordingly, to the extent there is any inconsistency between the judgment reduction and related provisions of paragraphs 101.1 and 101.2, on the one hand, and the Plan or other provisions of this Order, on the other, paragraphs 101.1 and 101.2 shall govern as to judgment reduction provided, further, that nothing in this paragraph – shall be deemed or construed to limit, modify or affect the Injunction and Release.
- [101.6] ORDERS that if any Plaintiff enters into a settlement with any Person with respect to one or more causes of action based upon, arising from, or related to the Barred Claims or any transaction underlying any Barred Claim, then such Plaintiff shall cause to be included, and in all events, the settlement shall be deemed to include, a dismissal, release and waiver of any Barred Claims with respect to such settlement.
- [101.7] ORDERS that each Plaintiff is hereby enjoined and restrained from seeking relief or collecting judgments against any Non-Settling Defendant in any manner that fails to conform to the terms of this Order, including, without limitation, the Judgment Reduction Amount provision set forth at paragraph 101.2 herein.
- [101.8] ORDERS that this Court shall retain jurisdiction with respect to all matters concerning this Order, including, without limitation, hearing a petition for relief by a Barred Person or any other party in interest in the event that a court or tribunal hearing the Derailment-Related Cause of Action fails to apply the judgment reduction provisions of this Order. However, to the extent that any of the Released Parties have made or make any oral or written submissions in support of this Order, those Released Parties shall not be considered to have submitted to personal jurisdiction in this Court based upon such submissions.

**CHARGES**

- [102] **ORDERS** that, subject to paragraphs 103 and 105 hereof, upon the Plan Implementation Date, all CCAA Charges against the Petitioner or its property created by the Initial Order or any subsequent orders (as defined in the Initial Order, the "**CCAA Charges**") shall be terminated, discharged and released;
- [103] **ORDERS** that, notwithstanding paragraph 102 hereof, the Canadian Professionals and U.S. Professionals are entitled to the Administration Charge set out in Article 7 of the Plan as security for the payment of the fees and disbursements of the Canadian Professionals and U.S. Professionals;
- [104] **DECLARES** that the Canadian Professionals and U.S. Professionals, as security for the professional fees and disbursements owed or to be owed to them in connection with or relating to the CCAA Proceeding including the Plan and its implementation, be entitled to the benefit of and are hereby granted a charge and security in the Settlement Funds, to the exclusion of the XL Indemnity Payment, to the extent of the aggregate amount of \$20,000,000.00, plus any applicable sales taxes for the Canadian Professionals (defined in the Plan as the Administration Charge Reserve). The Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances, security or rights of whatever nature or kind or deemed trusts (collectively "**Encumbrances**") affecting the Settlement Funds, to the exclusion of the XL Indemnity Payment, if any;
- [105] **ORDERS** that the Petitioner shall not grant any Encumbrances in or against the Settlement Funds that rank in priority to, or *pari passu* with, the Administration Charge unless the Petitioner obtains the prior written consent of the Monitor and the prior approval of the Court.
- [106] **DECLARES** that the Administration Charge shall immediately attach to the Settlement Funds, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
- [107] **DECLARES** that the Administration Charge and the rights and remedies of the beneficiaries of same, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Petitioner or any receiving

order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement or other arrangement which binds the Petitioner (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement :

- a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Petitioner of any Third Party Agreement to which it is a party; and
- b) any of the beneficiaries of the Administration Charge shall not have liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the Administration Charge;

[108] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiving order filed pursuant to the BIA in respect of the Petitioner and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Settlement Funds made by the Monitor pursuant to the Plan and the granting of the Administration Charge, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law;

[109] **DECLARES** that the Administration Charge shall be valid and enforceable as against all Settlement Funds, subject to the Administration Charge Reserve, and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Petitioner, for all purposes;

[110] **ORDERS** that, notwithstanding any of the terms of the Plan or this Order, the Petitioner shall not be released or discharged from its obligation in respect of the Unaffected Claims, including, without limitation, to pay the fees and expenses of the Canadian Professionals and the U.S. Professionals;

**STAY OF PROCEEDINGS**

- [111] **EXTENDS** the Stay Period (as defined in the Initial Order and as extended from time to time) to and including December 15, 2015;
- [112] **ORDERS** that all orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order, the Meeting Order, the Claims Resolution Order or any further Order of this Court;

**THE MONITOR**

- [113] **ORDERS** that all of the actions and conduct of the Monitor disclosed in the Monitor's Reports are hereby approved, and **DECLARES** that the Monitor has satisfied all of its obligations up to and including the date of this Order;
- [114] **ORDERS** that, effective upon the Plan Implementation Date, any and all claims against (a) the Monitor in connection with the performance of its duties as Monitor of the Petitioner up to the Plan Implementation Date, (b) the Released Parties in connection with any act or omission relating to the negotiation, drafting or execution of their respective Settlement Agreements, or the negotiation, solicitation or implementation of the Plan, (c) Creditors having Government Claims in connection with the negotiation, solicitation and implementation of the Plan, and (d) the Class Representatives in connection with the negotiation, solicitation and implementation of the Plan shall, in each case, be and are hereby stayed, extinguished and forever barred and neither the Monitor, the Released Parties, Creditors having Government Claims nor the Class Representatives shall have any liability in respect thereof except for any liability arising out of gross negligence or willful misconduct on the part of any of them, provided however that this paragraph shall not release (i) the Monitor of its remaining duties pursuant to the Plan and this Order (the "**Remaining Duties**") or (ii) the Released Parties from their remaining duties pursuant to their respective Settlement Agreements;
- [115] **ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon such terms as may be determined by the Court;

- [116] **DECLARES** that the protections afforded to Richter Advisory Group Inc., as Monitor and as officer of this Court, pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceedings shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect;
- [117] **DECLARES** that the Monitor has been and shall be entitled to rely on the books and records of the Petitioner and any information provided by the Petitioner without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information;
- [118] **DECLARES** that any distributions under the Plan and this Order shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Petitioner for the purposes of section 14 of the Tax Administration Act (Québec) or any other similar provincial or territorial tax legislation (collectively the "**Tax Statutes**") given that the Monitor is only a disbursing agent of the payments under the Plan, and the Monitor in making such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of it making any payments ordered or permitted hereunder or under the Plan, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made or to be made under the Plan or this Order and any claims of this nature are hereby forever barred;
- [119] **DECLARES** that the Monitor shall not, under any circumstances, be liable for any of the Petitioner's tax liabilities regardless of how or when such liability may have arisen;
- [120] **DECLARES** that neither the Monitor, the Released Parties, Creditors having Governmental Claims nor the Class Representatives shall incur any liability as a result of acting in accordance with the Plan and the Orders, including without limitation, this Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of any of them;

- [121] **ORDERS** that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court the Monitor's Plan Completion Certificate, substantially in the form attached as Schedule "C" to this Order (the "**Monitor's Plan Completion Certificate**") stating that all of the Monitor's Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of the Monitor's Plan Completion Certificate, Richter Advisory Group Inc. shall be deemed to be discharged from its duties as Monitor of the Petitioner in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings;
- [122] **ORDERS AND DECLARES** that the Monitor and the Petitioner, and their successors and assigns, as necessary, are authorized to take any and all actions as may be necessary or appropriate to comply with applicable tax withholding and reporting requirements. All amounts withheld on account of taxes shall be treated for all purposes as having been paid to the Affected Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental authority;

#### **GENERAL**

- [123] **DECLARES** that the Monitor or the Petitioner may, from time to time, apply to this Court for any advice, directions or determinations concerning the exercise of their respective powers, duties and rights hereunder or in respect of resolving any matter or dispute relating to the Plan, the Claims Resolution Order or this Order, or to the subject matter thereof or the rights and benefits thereunder, including, without limitation, regarding the distribution mechanics under the Plan;
- [124] **DECLARES** that any other directly affected party that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Petitioner and the Monitor in accordance with the Initial Order;

- [125] **DECLARES** that the Monitor is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for an order recognizing the Plan and this Order and confirming that the Plan and this Order are binding and effective in such jurisdiction and that the Monitor is the Petitioner's foreign representative for those purposes;
- [126] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order, including the registration of this Order in any office of public record by any such court or administrative body or by any Person affected by the Order;
- [127] **ORDERS** that Schedule **B** to the Amended Plan and the Settlement agreements included therein, save and except for the XL Settlement Agreement, be filed under seal, the whole subject to further Order of this Court;
- [128] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security;
- [129] **LE TOUT** avec dépens contre la compagnie de chemin de fer Canadien Pacifique.

**GAÉTAN DUMAS**

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**GAÉTAN DUMAS, S.C.J.**

**Me Patrice Benoit**  
**Me Alexander Bayus**  
Gowling Lafleur Henderson LLP  
**For Montréal, Maine & Atlantic Canada Co.**

**Me Sylvain Vauclair**  
Woods LLP  
**For Richter Groupe Conseil inc.**  
(Richter Advisory Group inc.)

450-11-000167-134

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**Me Alain Riendeau**  
**Me Enrico Forlini**  
**Me André Durocher**  
**Me Brandon Farber**  
Fasken Martineau Dumoulin  
**For Canadian Pacific Railway Company**

Hearing date :           October 8, 2015

SCHEDULE "B"

MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

Commercial Division  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C., c. C-36, as amended)

No. : 500-11-

IN THE MATTER OF THE PLAN OF COMPROMISE  
OF:

●

Petitioner

-and-

●

Monitor

CERTIFICATE OF THE MONITOR OF ● (Plan Implementation)

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Plan of Compromise and Arrangement of ● pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated ● (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "Plan").

Pursuant to section ● of the Plan, ● (the "Monitor"), in its capacity as Court-appointed Monitor of [DEBTOR], delivers this certificate to [DEBTOR] and hereby certifies that all of the conditions precedent to implementation of the Plan as set out in section ● of the Plan have been satisfied or waived by ● . Pursuant to the Plan, the [Plan Implementation Date] has occurred on this day. This Certificate will be filed with the Court and posted on the Monitor's Website.

DATED at the City of Montréal, in the Province of Québec, this \_\_\_\_ day of \_\_\_\_\_,  
●.

●, in its capacity as the Court-appointed  
Monitor of [DEBTOR]

Per:

\_\_\_\_\_  
Name:

Title:

**SCHEDULE "C"**  
**MONITOR'S PLAN COMPLETION CERTIFICATE**

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**  
  
**No. : 500-11-**

**SUPERIOR COURT**  
**Commercial Division**  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C., c. C-36, as amended)

**IN THE MATTER OF THE PLAN OF COMPROMISE  
OF:**

●

**Petitioner**

-and-

●

**Monitor**



**RECITALS:**

- A. Pursuant to an Order of the Honourable ● of the Québec Superior Court (Commercial Division) (the "**Court**") dated ●, ● was appointed as the Monitor (the "**Monitor**") of [DEBTOR].
- B. Pursuant to an Order of the Honourable ● of the Court dated ● (the "**Sanction Order**"), the Court sanctioned and approved the Plan of Compromise of ● pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, dated ● (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**").

- C. Pursuant to the Sanction Order, the Court ordered that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court a certificate stating that all of the Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of such certificate, ● shall be deemed to be discharged from its duties as Monitor of ● in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings.
- D. All capitalized terms not otherwise defined herein shall have the meaning set out in the Sanction Order.

Pursuant to paragraph ● of the Sanction Order, ● in its capacity as Court-appointed Monitor of ● (the "Monitor") hereby certifies that the Monitor has completed its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties.

DATED at the City of Montréal, in the Province of Québec, this \_\_\_\_ day of \_\_\_\_\_, ●.

●, in its capacity as the Court-appointed Monitor of ●

Per:

\_\_\_\_\_  
Name:

Title:

**R-7**

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ariendeau@fasken.com

April 28, 2016  
File No.: 111372.00027/10760

By Email

Mtre Sylvain Vaclair  
2000, av. McGill Collège  
Bureau 1700  
Montréal (Québec) H3A 3H3

Dear Sir:

Re: **Montreal, Maine & Atlantic Canada Co. (Montreal, Maine & Atlantique  
Canada Cie) ("MMAC") 450-11-000167-134**

As you are aware, we are counsel for Canadian Pacific Railway Company ("CPR"), which has instructed us to send you the present letter further to our telephone conversation of April 19, 2016. This letter is being sent to you in your capacity as counsel to the Monitor, Richter Advisory Group Inc. (the "Monitor") in the above-captioned CCAA proceeding.

The purpose of this letter is to formally request that the Monitor provide the undersigned with copies of all documents pertaining to the claims process in the above-captioned matter, including the entirety of:

- (a) the proof of claims filed in the CCAA proceedings;
- (b) the "*Avis de Calcul de Votre Distribution et ou Avis de Rejet Total ou Partiel de Votre Réclamation*" sent by the Monitor for each of the proof of claims;
- (c) the contestations by creditors of any of the notices sent by the Monitor;
- (d) the final notices of calculation of distribution or disallowance for the contesting creditors;
- (e) the proceedings related to a disputed claim, whether before a claims officer or the Court;

- (f) the decisions rendered by a claims officer or the Court in respect of a disputed claim; and
- (g) the tables, summaries or other compilation of claims/distributions, their nature, their status and/or determination that have been prepared by the Monitor.

(collectively the “Requested Documents”)

CPR is entitled to receive copies of and to examine the Requested Documents as it is (i) a creditor of MMAC and (ii) the beneficiary of a “Settlement Credit” in accordance with the *Order Varying the Order Approving the Amended Plan of Compromise and Arrangement* issued on October 9, 2015 (the “Approval Variance Order”).

Indeed, in accordance with paragraph 101.2(a) the Approval Variance Order, CPR shall benefit from following Settlement Credit:

The “Settlement Credit,” which shall be an available alternative regardless of whether the Trial Court determines that there is any liability on the part of the Released Parties and shall mean the Distribution received or to be received by such Plaintiff pursuant to the Plan or the US Plan, including by way of payment by the WD Trust (as defined in the U.S. Plan) (the “Distribution”); provided, however, that the Settlement Credit shall be limited to the amount of the Distribution received or to be received by the Plaintiff with respect to the type of Derailment Claim asserted by Plaintiff against the Barred Person, so that, for example, the Barred Person shall not receive a Settlement Credit for Distributions received by Plaintiff for a personal injury claim if the claim against the Barred Person is for property damage.

The transmission by the Monitor of the Requested Documents is therefore imperative to give effect to the Settlement Credit provided to CPR in the Approval Variance Order.

We request that all presently available Requested Documents be transmitted by the Monitor to the undersigned by the latest on May 16, 2016.

Based on the Monitor’s 22<sup>nd</sup> Report, we understand that the Monitor’s review and adjudication of claims and the distributions to creditors is ongoing. Therefore, we request that the Monitor provide copies of all updated Requested Documents as they become available and all Requested Documents that may exist in the future.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Alain Riendeau

AR/bf

cc Patrice Benoit, Gowling WLG (Canada)  
Alexandre Bayus, Gowling WLG (Canada)  
Andrew Adessky, Richter Advisory Group  
Joel Rochon, Rochon Genova LLP  
Jeff Orenstein, Consumer Law Group  
Louise Comtois, Ministère de la justice du Québec

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**R-8**

**ROCHON | GENOVA**<sup>LLP</sup>  
BARRISTERS • AVOCATS

*of Counsel*

FRANK G. FELKAI, Q.C. (*Retired*)  
ALLAN C. HUTCHINSON

in association with

LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP  
SAN FRANCISCO | NEW YORK | NASHVILLE

**DELIVERED VIA EMAIL**

May 18, 2016

Alain Riendeau  
Fasken Martineau  
Stock Exchange Tower  
800 Victoria Square, Suite 3700  
P.O Box 242  
Montréal, Québec H4Z 1E9

Dear Counsel:

**Re: MMA CCAA Proceedings – 450-11-000167-134**

I am writing further to your letter dated April 28, 2016. We are objecting to your request made to the Monitor for the production of documents related to the claims made in the CCAA proceedings.

It is our view, as counsel for the Class Action Representatives in the CCAA proceeding, and for the representative plaintiffs in the class action against CP, that this request is inappropriate.

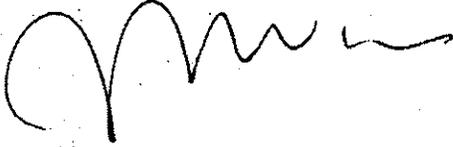
The creditors represented by our clients object to any needless disclosure of their personal information, including their claim information. We are advised by the Monitor that CP is not entitled to a distribution under the CCAA plan. Assuming that is correct, it is not apparent to us that CP has a *bona fide* interest nor right to receive the requested information in the context of the CCAA proceeding.

The “Settlement Credit” to which CP refers may be relevant for the purpose of determining the individual damages to be paid to class members by CP in the event that a judgment is ultimately entered against CP in the class action, or to facilitate the conclusion of meaningful settlement discussions in that proceeding. In that event, however, CP’s request ought to be made as a request for production in the context of the class action, following the determination of the common issues at trial. We would then respond having regard to the merits of the request in that context, at that time, and any dispute would be resolved by the judge supervising the class action and individual damage determinations.

We note, as well, that it is imperative that the Monitor focus its efforts on the implementation of the Plan and the processing of payments to creditors. CP’s proposed make-work project can only

distract the Monitor from this very important near term objective, and serves to demonstrate, once again, CP's indifference to the safety and security of class members.

Yours very truly,



Joel P. Rochon

Encl.

cc: Sylvain Vaclair (Woods LLP)  
Andrew Adessky (Richters)  
Patrice Benoit (Gowling WLG Canada)  
Alexander Bayus (Gowling WLG Canada)  
Louise Comtois (Government of Quebec)  
Max Starnino (Paliare Roland LLP)  
Jeff Orenstein (Consumer Law Group)  
Daniel Larochelle

**R-9**

**From:** Enrico Forlini  
**Sent:** May-20-16 3:42 PM  
**To:** 'Sylvain Vauclair'  
**Cc:** Alain Riendeau; Brandon Farber; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice  
**Subject:** Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Cher Sylvain,

Pour donner suite à notre conversation téléphonique de ce matin, voici l'information que nous souhaiterions obtenir du Contrôleur :

- 1- Le nom de chaque créancier qui a produit une preuve de réclamation;
- 2- Le montant réclamé par chaque créancier qui a produit une preuve de réclamation;
- 3- Le montant de la distribution versé (à ce jour) à chaque créancier par le Contrôleur en vertu du Plan.

Bien entendu, puisque le processus d'examen des réclamations est toujours en cours (voir paragraphes 14 et suivant de la « Motion for Fourteenth Order Extending the Stay Period... » et le 22<sup>e</sup> Rapport du Contrôleur), nous souhaitons que le Contrôleur nous transmette également l'information demandée ci-dessus lorsque le processus d'examen des réclamations et la distribution sera complétée. Vraisemblablement, cette information existe déjà dans un fichier électronique (fichier Excel par exemple) et pourra être facilement transmise par le Contrôleur.

Enfin, cette demande est formulée sous réserve du droit de notre cliente de demander à un stade ultérieur ou devant un autre forum l'intégralité des documents visés par la lettre du 28 avril de mon collègue Alain Riendeau.

Salutations,

--

Enrico Forlini | Associé | Partner

T. +1 514 397 4328 | C. +1 514 944 4328 | F. +1 514 397 7600  
[eforlini@fasken.com](mailto:eforlini@fasken.com) | <http://www.fasken.com/en/enrico-forlini>

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, Québec H4Z 1E9



VANCOUVER    CALGARY CITY    TORONTO LONDON    OTTAWA    MONTRÉAL    QUÉBEC  
JOHANNESBURG



**R-10**

**Paula Mateus**

---

**De:** Joel Rochon <jrochon@rochongenova.com>  
**Envoyé:** 24 mai 2016 17:55  
**À:** Sylvain Vauclair; Louise Comtois (louise.comtois@justice.gouv.qc.ca); jorenstein@clg.org; daniellarochelle@axion.ca  
**Cc:** AAdessky@richter.ca; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice (Patrice.Benoit@gowlingwlg.com); Remissa Hirji  
**Objet:** RE: Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Hello Sylvain,

In our view, CP's modified request set out by Enrico below, does not change our position that they are not entitled to this confidential information relating to our clients at this stage of the litigation in the context of the CCAA proceedings or otherwise. We stand by our position described in more detail in our letter of May 18, 2016.

Regards,

Joel

**JOEL ROCHON**  
PARTNER

**ROCHON|GENOVA LLP**  
900 - 121 Richmond St W, Toronto, ON M5H 2K1  
D 416.363.1867 x 222 T 1.866.881.2292 F 416.363.0263 E [jrochon@rochongenova.com](mailto:jrochon@rochongenova.com)

IN ASSOCIATION WITH:  
LIEFF CABRASER HEIMANN & BERNSTEIN LLP | SAN FRANCISCO | NEW YORK | NASHVILLE

[Download my contact card \(vCard Format\)](#) | [View directions to our office \(Google Maps\)](#)

NOTE: This communication is privileged and intended only for the addressee. Please advise us immediately of receipt in error.

 PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

**From:** Sylvain Vauclair [mailto:[svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca)]  
**Sent:** Friday, May 20, 2016 4:11 PM  
**To:** Louise Comtois (louise.comtois@justice.gouv.qc.ca); Joel Rochon; jorenstein@clg.org; daniellarochelle@axion.ca  
**Cc:** AAdessky@richter.ca; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice (Patrice.Benoit@gowlingwlg.com)  
**Subject:** TR: Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Dear all, further to CP's initial request and my email of May 11 (copy attached), please see CP's modified request below and advise the Monitor if you have or still have objections to the Monitor providing the requested information. Thank you and enjoy the weekend.



Sylvain Vauclair  
Associé/Partner  
T 514.982.4528 | [svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca)

Woods s.e.n.c.r.l./LLP  
[www.litigationboutique.com](http://www.litigationboutique.com)  
2000, McGill College, Suite 1700, Montréal, Qc, Canada H3A 3H3  
T 514.982.4545 | F 514.284.2046

**De :** Enrico Forlini [mailto:eforlini@fasken.com]

**Envoyé :** 20 mai 2016 15:42

**À :** Sylvain Vauclair

**Cc :** Alain Riendeau; Brandon Farber; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice

**Objet :** Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Cher Sylvain,

Pour donner suite à notre conversation téléphonique de ce matin, voici l'information que nous souhaiterions obtenir du Contrôleur :

- 1- Le nom de chaque créancier qui a produit une preuve de réclamation;
- 2- Le montant réclamé par chaque créancier qui a produit une preuve de réclamation;
- 3- Le montant de la distribution versé (à ce jour) à chaque créancier par le Contrôleur en vertu du Plan.

Bien entendu, puisque le processus d'examen des réclamations est toujours en cours (voir paragraphes 14 et suivant de la « Motion for Fourteenth Order Extending the Stay Period... » et le 22<sup>e</sup> Rapport du Contrôleur), nous souhaitons que le Contrôleur nous transmette également l'information demandée ci-dessus lorsque le processus d'examen des réclamations et la distribution sera complétée. Vraisemblablement, cette information existe déjà dans un fichier électronique (fichier Excel par exemple) et pourra être facilement transmise par le Contrôleur.

Enfin, cette demande est formulée sous réserve du droit de notre cliente de demander à un stade ultérieur ou devant un autre forum l'intégralité des documents visés par la lettre du 28 avril de mon collègue Alain Riendeau.

Salutations,

--  
Enrico Forlini | Associé | Partner

T. +1 514 397 4328 | C. +1 514 944 4328 | F. +1 514 397 7600  
eforlini@fasken.com | <http://www.fasken.com/en/enrico-forlini>

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, Québec H4Z 1E9

**FASKEN  
MARTINEAU** 

VANCOUVER

CALGARY  
CITY

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MONTRÉAL

QUÉBEC

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**R-11**

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUÉBEC  
DISTRICT OF ST-FRANÇOIS

(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
c. C-36, as amended)

N°: 450-11-000167-134

IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC  
CANADA CO. (MONTREAL, MAINE &  
ATLANTIQUE CANADA CIE)**

**Debtor**

and

**RICHTER ADVISORY GROUP INC.  
(RICHTER GROUPE CONSEIL INC.)**

**Monitor / Petitioner**

and

**YANNICK GAGNÉ, GUY OUELLET,  
SERGES JACQUES AND LOUIS-SERGES  
PARENT, ès-qualité Class Action  
Representatives**

and

**PROVINCE OF QUÉBEC**

and

**CANADIAN PACIFIC RAILWAY COMPANY**

**Respondents**

---

**MOTION FOR DIRECTIONS**

*(Section 11 of the Companies' Creditors Arrangement Act and paragraph 54 of the Initial Order)*

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**TO THE HONOURABLE JUSTICE GAETAN DUMAS, J.C.S., THE PETITIONER  
RESPECTFULLY SUBMITS:**

1. On October 9, 2015, this Honorable Court issued its “Order varying the order approving the Amended Plan of Compromise and Arrangement” of the Debtor (the “**Sanction Order**”)<sup>1</sup>;
2. Under the terms of the Sanction Order, Canadian Pacific Railway Company (“**CPR**”) may be entitled to seek the determination of a “Judgment Reduction Amount” in the context of a claim made against it by a Plaintiff;
3. Under the terms of paragraph 101.2 of the Sanction Order, the Judgment Reduction Amount would be equal to the greatest of the Settlement Credit, the Insurance Credit or the Contribution / Indemnity Credit;
4. The Settlement Credit means the Distribution received or to be received by a Plaintiff pursuant to the Plan;
5. By a letter dated April 28, 2016, CPR’s counsel requested from the Monitor certain documents and information relating to Distributions to Creditors (the “**Requested Documents**”). A copy of CPR counsel’s letter is filed in support hereof as **Exhibit R-1**;
6. Among the Requested Documents are the proofs of claim filed in the CCAA Proceedings by the Class Members (as defined in Appendix “A” to the Order of this Court dated April 4, 2014 entitled “Representation Order” but excluding those who have opted-out under the terms of the Representation Order) and by the Province of Québec (“**Province**”);
7. As appears from CPR’s letter (R-1), CPR asserts that it is entitled to receive the Requested Documents either because it is a creditor of MMAC or because it may be the beneficiary of a Settlement Credit to be applied against the claims made against it by the Class Members and the Province of Quebec and therefore entitled to be informed of the Distribution paid to the Class Members and the Province;
8. CPR’s letter (R-1) was also addressed to counsel for the Class Members and to counsel for the Province;
9. On May 11, 2016, the undersigned counsel for the Monitor requested counsel for the Class Members and counsel for the Province to advise the Monitor if they had any objections to the Monitor providing the Requested Documents to CPR;
10. On May 18, 2016, counsel for the Class Members advised the undersigned as well as counsel for CPR that the Class Members did object to CPR’s request on the basis that CPR is not entitled to a Distribution under the Plan and that CPR’s request is otherwise premature. A copy of Class Members counsel’s letter is filed in support hereof as **Exhibit R-2**;
11. On May 20, 2016, CPR’s counsel, without prejudice to its alleged right to obtain all of the Requested Documents, restricted its request to the name of each Class Member having filed a proof of claim, the amount claimed by each Class Member having filed a

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<sup>1</sup> All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Sanction Order.

proof of claim and the amount paid by the Monitor to each such Class Member. A copy of CPR counsel's email of May 20, 2016 is filed in support hereof as **Exhibit R-3**;

12. On May 20, 2016, the undersigned forwarded CPR counsel's modified request to counsel for the Class Members and to counsel for the Province and requested that they inform the Monitor if they have any objections to CPR's modified request;
13. On May 24, 2016, counsel for the Class Members advised the undersigned that CPR's modified request "does not change our position that CPR is not entitled to the requested information at this time", as more fully appears from a copy of Class Members counsel's email of May 24, 2016 filed in support hereof as **Exhibit R-4**;
14. As of the date hereof, counsel to the Province has not advised of any position;
15. Although the Monitor's position is that a creditor is entitled to examine the proofs of claim filed by other creditors and that CPR is technically a creditor, CPR is not entitled to a distribution under the Plan;
16. And although CPR may be entitled to a Settlement Credit equal to the Distribution received by a Plaintiff, the amount of such Distribution appears to be information CPR should request from each particular Plaintiff;
17. Paragraph 54 of the Initial Order allows the Monitor to seek direction from this honorable Court;

**FOR THESE REASONS, MAY IT PLEASE THIS HONORABLE COURT TO:**

**GRANT** the present Motion;

**ORDER** the Monitor to deliver to Canadian Pacific Railway Company counsel the names of all Class Members who have filed a proof of claim in the CCAA Proceedings, the amount claimed by such Class Members and the amount paid by the Monitor to such Class Members under the terms of the Plan;

**OR ALTERNATIVELY, DECLARE** that Canadian Pacific Railway Company is not entitled to obtain from the Monitor the names of the Class Members who have filed a proof of claim in the CCAA Proceedings, the amount claimed by such Class Members and the amount paid by the Monitor to such Class Members under the terms of the Plan;

**THE WHOLE WITHOUT COSTS.**

MONTREAL, May 27, 2016

  
\_\_\_\_\_  
Woods LLP  
Attorneys for the Monitor / Petitioner

CANADA

**SUPERIOR COURT**  
(Commercial Division)

---

PROVINCE OF QUÉBEC  
DISTRICT OF ST-FRANÇOIS

(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
c. C-36, as amended)

N°: 450-11-000167-134

IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC  
CANADA CO. (MONTREAL, MAINE &  
ATLANTIQUE CANADA CIE)**

**Debtor**

and

**RICHTER ADVISORY GROUP INC.  
(RICHTER GROUPE CONSEIL INC.)**

**Monitor / Petitioner**

and

**YANNICK GAGNÉ, GUY OUELLET,  
SERGES JACQUES AND LOUIS-SERGES  
PARENT, ès-qualité Class Action  
Representatives**

and

**PROVINCE OF QUÉBEC**

and

**CANADIAN PACIFIC RAILWAY COMPANY**

**Respondents**

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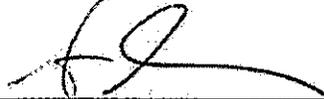
**AFFIDAVIT OF ANDREW ADESSKY**

I, the undersigned, Andrew Adessky, partner at Richter Advisory Group Inc., doing business at 1981 McGill College, 11<sup>th</sup> Floor, Montreal, Québec, H3A 0G6, solemnly declare as follows:

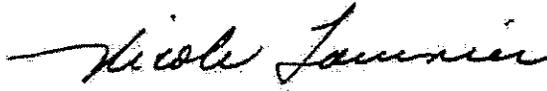
1. I am an authorized representative of the Monitor;

2. All the facts alleged in the *Motion for directions* are true.

AND I HAVE SIGNED:

  
\_\_\_\_\_  
ANDREW ADESSKY

SWORN TO before me in Montreal, Quebec,  
this 27 day of May 2016

  
\_\_\_\_\_  
Commissioner of oaths for the province of Quebec



CANADA

**SUPERIOR COURT**  
(Commercial Division)

---

PROVINCE OF QUÉBEC  
DISTRICT OF ST-FRANÇOIS

(Sitting as a court designated pursuant to the  
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IN THE MATTER OF THE PLAN OF  
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PARENT, ès-qualité Class Action  
Representatives**

and

**PROVINCE OF QUÉBEC**

and

**CANADIAN PACIFIC RAILWAY COMPANY**

**Respondents**

---

**NOTICE OF PRESENTATION**

**To:** Mtre. Joel Rochon

**And:** Jeff Oreinstein

Email : [jrochon@rochongenova.com](mailto:jrochon@rochongenova.com)

Email: [jorenstein@clg.org](mailto:jorenstein@clg.org)

Attorneys for Class Action

Attorneys for Class Action

**And:** Mtre. Daniel Larochelle

Email :

[daniellarochelle@axion.ca](mailto:daniellarochelle@axion.ca)

[info@daniellarochelle.com](mailto:info@daniellarochelle.com)

Attorneys for Class Action

**And:** Mtre. Louise Comtois

Email :

[louise.comtois@justice.gouv.qc.ca](mailto:louise.comtois@justice.gouv.qc.ca)

Email : [bernardroy@justice.gouv.qc.ca](mailto:bernardroy@justice.gouv.qc.ca)

Mtre. Boris Lavoie Isebaert

Email : [isebaert@justice.gouv.qc.ca](mailto:isebaert@justice.gouv.qc.ca)

Attorneys for Ministère de la Justice du Québec

**And:** Mtre. Alain Riendeau

Email : [ariendeau@fasken.com](mailto:ariendeau@fasken.com)

Mtre. Enrico Forlini

Email : [eforlini@fasken.com](mailto:eforlini@fasken.com)

Mtre. Brandon Farber

Email : [bfarber@fasken.com](mailto:bfarber@fasken.com)

Attorneys for Canadian Pacific  
Railway Company

**And:** Mtre. Pierre Legault

Mtre. Alexander Bayus

E-mail: [pierre.legault@gowlings.com](mailto:pierre.legault@gowlings.com)

E-mail:

[alexander.bayus@gowlingwlg.com](mailto:alexander.bayus@gowlingwlg.com)

Attorneys for Montreal, Maine &  
Atlantic Canada Co. (Montreal, Maine  
& Atlantique Canada Cie)

**And:** Mr. Andrew Adessky

E-mail: [AAdessky@richter.ca](mailto:AAdessky@richter.ca)

Monitor

**TAKE NOTICE** that the present *Motion for directions* will be presented for adjudication before the Honourable Gaetan Dumas, J.S.C., sitting in practice division in and for the district of St-François in room 1 of the Sherbrooke Courthouse, located at 375 King Street West in Sherbrooke, on May 30, 2016, at 10:00 a.m. or so soon as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, May 27, 2016

*Woods LLP*

---

Woods LLP  
Attorneys for the Monitor / Petitioner

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF ST-FRANÇOIS

N°: 450-11-000167-134

**SUPERIOR COURT**  
(Commercial Division)

---

(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
C. C-36, as amended)

IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC  
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**Debtor**

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**Monitor / Petitioner**

and

**YANNICK GAGNÉ, GUY OUELLET,  
SERGES JACQUES AND LOUIS-SERGES  
PARENT, ès-qualité Class Action  
Representatives**

and

**PROVINCE OF QUÉBEC**

and

**CANADIAN PACIFIC RAILWAY COMPANY**

**Respondents**

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**LIST OF EXHIBITS**

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Exhibit R-1: Letter from CPR's counsel dated April 28, 2016;

Exhibit R-2: Letter from Class Members' counsel dated May 18, 2016;

Exhibit R-3: Email from CPR's counsel dated May 20, 2016;

Exhibit R-4: Letter from Class Members' counsel dated May 24, 2016.

MONTREAL, May 27, 2016

*Woods LLP*

---

Woods LLP

Attorneys for the Monitor / Petitioner

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

Stock Exchange Tower  
800 Victoria Square, Suite 3700  
P.O. Box 242  
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Canada

+1 514 397 7400 General  
+1 514 397 7600 Fax  
1 800 361 6266 Toll-free

fasken.com



Alain Riendeau  
Direct +1 514 397 7678  
ariendeau@fasken.com

April 28, 2016  
File No.: 111372.00027/10760

PIÈCE/EXHIBIT

R-1

By Email

Mtre Sylvain Vauclair  
2000, av. McGill Collège  
Bureau 1700  
Montréal (Québec) H3A 3H3

Dear Sir:

**Re: Montreal, Maine & Atlantic Canada Co. (Montreal, Maine & Atlantique  
Canada Cie) ("MMAC") 450-11-000167-134**

As you are aware, we are counsel for Canadian Pacific Railway Company ("CPR"), which has instructed us to send you the present letter further to our telephone conversation of April 19, 2016. This letter is being sent to you in your capacity as counsel to the Monitor, Richter Advisory Group Inc. (the "Monitor") in the above-captioned CCAA proceeding.

The purpose of this letter is to formally request that the Monitor provide the undersigned with copies of all documents pertaining to the claims process in the above-captioned matter, including the entirety of:

- (a) the proof of claims filed in the CCAA proceedings;
- (b) the "*Avis de Calcul de Votre Distribution et ou Avis de Rejet Total ou Partiel de Votre Réclamation*" sent by the Monitor for each of the proof of claims;
- (c) the contestations by creditors of any of the notices sent by the Monitor;
- (d) the final notices of calculation of distribution or disallowance for the contesting creditors;
- (e) the proceedings related to a disputed claim, whether before a claims officer or the Court;



- (f) the decisions rendered by a claims officer or the Court in respect of a disputed claim; and
- (g) the tables, summaries or other compilation of claims/distributions, their nature, their status and/or determination that have been prepared by the Monitor.

(collectively the "Requested Documents")

CPR is entitled to receive copies of and to examine the Requested Documents as it is (i) a creditor of MMAC and (ii) the beneficiary of a "Settlement Credit" in accordance with the *Order Varying the Order Approving the Amended Plan of Compromise and Arrangement* issued on October 9, 2015 (the "Approval Variance Order").

Indeed, in accordance with paragraph 101.2(a) the Approval Variance Order, CPR shall benefit from following Settlement Credit:

The "Settlement Credit," which shall be an available alternative regardless of whether the Trial Court determines that there is any liability on the part of the Released Parties and shall mean the Distribution received or to be received by such Plaintiff pursuant to the Plan or the US Plan, including by way of payment by the WD Trust (as defined in the U.S. Plan) (the "Distribution"); provided, however, that the Settlement Credit shall be limited to the amount of the Distribution received or to be received by the Plaintiff with respect to the type of Derailment Claim asserted by Plaintiff against the Barred Person, so that, for example, the Barred Person shall not receive a Settlement Credit for Distributions received by Plaintiff for a personal injury claim if the claim against the Barred Person is for property damage.

The transmission by the Monitor of the Requested Documents is therefore imperative to give effect to the Settlement Credit provided to CPR in the Approval Variance Order.

We request that all presently available Requested Documents be transmitted by the Monitor to the undersigned by the latest on May 16, 2016.

Based on the Monitor's 22<sup>nd</sup> Report, we understand that the Monitor's review and adjudication of claims and the distributions to creditors is ongoing. Therefore, we request that the Monitor provide copies of all updated Requested Documents as they become available and all Requested Documents that may exist in the future.



Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to be 'AR' followed by a long horizontal stroke extending to the right.

Alain Riendeau

AR/bf

cc Patrice Benoit, Gowling WLG (Canada)  
Alexandre Bayus, Gowling WLG (Canada)  
Andrew Adessky, Richter Advisory Group  
Joel Rochon, Rochon Genova LLP  
Jeff Orenstein, Consumer Law Group  
Louise Comtois, Ministère de la justice du Québec

ROCHON | GENOVA<sup>LLP</sup>  
BARRISTERS • AVOCATS



of Counsel  
FRANK G. FELKAI, Q.C. (Retired)  
ALLAN C. HUTCHINSON

in association with  
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP  
SAN FRANCISCO | NEW YORK | NASHVILLE

**DELIVERED VIA EMAIL**

May 18, 2016

Alain Riendeau  
Fasken Martineau  
Stock Exchange Tower  
800 Victoria Square, Suite 3700  
P.O Box 242  
Montréal, Québec H4Z 1E9

Dear Counsel:

**Re: MMA CCAA Proceedings – 450-11-000167-134**

I am writing further to your letter dated April 28, 2016. We are objecting to your request made to the Monitor for the production of documents related to the claims made in the CCAA proceedings.

It is our view, as counsel for the Class Action Representatives in the CCAA proceeding, and for the representative plaintiffs in the class action against CP, that this request is inappropriate.

The creditors represented by our clients object to any needless disclosure of their personal information, including their claim information. We are advised by the Monitor that CP is not entitled to a distribution under the CCAA plan. Assuming that is correct, it is not apparent to us that CP has a *bona fide* interest nor right to receive the requested information in the context of the CCAA proceeding.

The "Settlement Credit" to which CP refers may be relevant for the purpose of determining the individual damages to be paid to class members by CP in the event that a judgment is ultimately entered against CP in the class action, or to facilitate the conclusion of meaningful settlement discussions in that proceeding. In that event, however, CP's request ought to be made as a request for production in the context of the class action, following the determination of the common issues at trial. We would then respond having regard to the merits of the request in that context, at that time, and any dispute would be resolved by the judge supervising the class action and individual damage determinations.

We note, as well, that it is imperative that the Monitor focus its efforts on the implementation of the Plan and the processing of payments to creditors. CP's proposed make-work project can only

distract the Monitor from this very important near term objective, and serves to demonstrate, once again, CP's indifference to the safety and security of class members.

Yours very truly,



Joel P. Rochon

Encl.

cc: Sylvain Vauclair (Woods LLP)  
Andrew Adessky (Richters)  
Patrice Benoit (Gowling WLG Canada)  
Alexander Bayus (Gowling WLG Canada)  
Louise Comtois (Government of Quebec)  
Max Starnino (Paliare Roland LLP)  
Jeff Orenstein (Consumer Law Group)  
Daniel Larochelle

PIÈCE/EXHIBIT  
R-3

**Paula Mateus**

**De:** Enrico Forlini <eforlini@fasken.com>  
**Envoyé:** 20 mai 2016 15:42  
**À:** Sylvain Vauclair  
**Cc:** Alain Riendeau; Brandon Farber; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice  
**Objet:** Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Cher Sylvain,

Pour donner suite à notre conversation téléphonique de ce matin, voici l'information que nous souhaiterions obtenir du Contrôleur :

- 1- Le nom de chaque créancier qui a produit une preuve de réclamation;
- 2- Le montant réclamé par chaque créancier qui a produit une preuve de réclamation;
- 3- Le montant de la distribution versé (à ce jour) à chaque créancier par le Contrôleur en vertu du Plan.

Bien entendu, puisque le processus d'examen des réclamations est toujours en cours (voir paragraphes 14 et suivant de la « Motion for Fourteenth Order Extending the Stay Period... » et le 22<sup>e</sup> Rapport du Contrôleur), nous souhaitons que le Contrôleur nous transmette également l'information demandée ci-dessus lorsque le processus d'examen des réclamations et la distribution sera complétée. Vraisemblablement, cette information existe déjà dans un fichier électronique (fichier Excel par exemple) et pourra être facilement transmise par le Contrôleur.

Enfin, cette demande est formulée sous réserve du droit de notre cliente de demander à un stade ultérieur ou devant un autre forum l'intégralité des documents visés par la lettre du 28 avril de mon collègue Alain Riendeau.

Salutations,

Enrico Forlini | Associé | Partner

T. +1 514 397 4328 | C. +1 514 944 4328 | F. +1 514 397 7600  
[eforlini@fasken.com](mailto:eforlini@fasken.com) | <http://www.fasken.com/en/enrico-forlini>

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, Québec H4Z 1E9

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MARTINEAU** 

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CITY    LONDON    JOHANNESBURG

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**Paula Mateus**

**De:** Joel Rochon <jrochon@rochongenova.com>  
**Envoyé:** 24 mai 2016 17:55  
**A:** Sylvain Vauclair; Louise Comtois (louise.comtois@justice.gouv.qc.ca); jorenstein@clg.org; daniellarochelle@axion.ca  
**Cc:** AAdessky@richter.ca; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice (Patrice.Benoit@gowlingwlg.com); Remissa Hirji  
**Objet:** RE: Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Hello Sylvain,

In our view, CP's modified request set out by Enrico below, does not change our position that they are not entitled to this confidential information relating to our clients at this stage of the litigation in the context of the CCAA proceedings or otherwise. We stand by our position described in more detail in our letter of May 18, 2016.

Regards,

Joel

**JOEL ROCHON**  
PARTNER

**ROCHON|GENOVA LLP**  
900 - 121 Richmond St W, Toronto, ON M5H 2K1  
D 416.363.1867 x 222 T 1.866.881.2292 F 416.363.0263 E [jrochon@rochongenova.com](mailto:jrochon@rochongenova.com)

IN ASSOCIATION WITH:  
LIEFF CABRASER HEIMANN & BERNSTEIN LLP | SAN FRANCISCO | NEW YORK | NASHVILLE

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♻️ PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

**From:** Sylvain Vauclair [mailto:[svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca)]  
**Sent:** Friday, May 20, 2016 4:11 PM  
**To:** Louise Comtois (louise.comtois@justice.gouv.qc.ca); Joel Rochon; jorenstein@clg.org; daniellarochelle@axion.ca  
**Cc:** AAdessky@richter.ca; Bayus, Alexander (Alexander.Bayus@gowlingwlg.com); Benoit, Patrice (Patrice.Benoit@gowlingwlg.com)  
**Subject:** TR: Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Dear all, further to CP's initial request and my email of May 11 (copy attached), please see CP's modified request below and advise the Monitor if you have or still have objections to the Monitor providing the requested information. Thank you and enjoy the weekend.



Sylvain Vauclair  
Associé/Partner  
T 514.982.4528 | [svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca)

Woods s.e.n.c.r.l./LLP  
[www.litigationboutique.com](http://www.litigationboutique.com)  
2000, McGill College, Suite 1700, Montréal, Qc, Canada H3A 3H3  
T 514.982.4545 | F 514.284.2046

**De :** Enrico Forlini [<mailto:eforlini@fasken.com>]

**Envoyé :** 20 mai 2016 15:42

**À :** Sylvain Vaclair

**Cc :** Alain Riendeau; Brandon Farber; Bayus, Alexander ([Alexander.Bayus@gowlingwlq.com](mailto:Alexander.Bayus@gowlingwlq.com)); Benoit, Patrice

**Objet :** Montreal, Maine & Atlantique Canada Cie 450-11-000167-134

Cher Sylvain,

Pour donner suite à notre conversation téléphonique de ce matin, voici l'information que nous souhaiterions obtenir du Contrôleur :

- 1- Le nom de chaque créancier qui a produit une preuve de réclamation;
- 2- Le montant réclamé par chaque créancier qui a produit une preuve de réclamation;
- 3- Le montant de la distribution versé (à ce jour) à chaque créancier par le Contrôleur en vertu du Plan.

Bien entendu, puisque le processus d'examen des réclamations est toujours en cours (voir paragraphes 14 et suivant de la « Motion for Fourteenth Order Extending the Stay Period... » et le 22<sup>e</sup> Rapport du Contrôleur), nous souhaitons que le Contrôleur nous transmette également l'information demandée ci-dessus lorsque le processus d'examen des réclamations et la distribution sera complétée. Vraisemblablement, cette information existe déjà dans un fichier électronique (fichier Excel par exemple) et pourra être facilement transmise par le Contrôleur.

Enfin, cette demande est formulée sous réserve du droit de notre cliente de demander à un stade ultérieur ou devant un autre forum l'intégralité des documents visés par la lettre du 28 avril de mon collègue Alain Riendeau.

Salutations,

Enrico Forlini | Associé | Partner

T. +1 514 397 4328 | C. +1 514 944 4328 | F. +1 514 397 7600  
[eforlini@fasken.com](mailto:eforlini@fasken.com) | <http://www.fasken.com/en/enrico-forlini>

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, Québec H4Z 1E9

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No : 450-11-000167-134

**SUPERIOR COURT**  
(Commercial Division)  
DISTRICT OF SAINT-FRANÇOIS  
PROVINCE OF QUÉBEC

*(Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act, R.S.C. c. C 36, as amended)*

IN THE MATTER OF THE PLAN OF COMPROMISE  
OR ARRANGEMENT OF:

MONTREAL, MAINE & ATLANTIC CANADA CO.  
(MONTREAL, MAINE & ATLANTIQUE CANADA  
CIE)

*Debtor*

and  
RICHTER ADVISORY GROUP INC. (RICHTER  
GROUPE CONSEIL INC.)

*Monitor / Petitioner*

and  
YANNICK GAGNÉ, GUY OUELLET, SERGES  
JACQUES AND LOUIS-SERGES PARENT, ès-qualité  
Class Action Representatives

and  
PROVINCE OF QUÉBEC

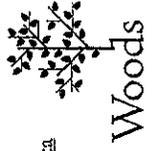
and  
CANADIAN PACIFIC RAILWAY COMPANY  
*Respondents*

**MOTION FOR DIRECTIONS, NOTICE OF  
PRESENTATION, AFFIDAVIT, LIST OF  
EXHIBIT AND EXHIBITS R-1 TO R-4**

**ORIGINAL**

*Mtre. Sylvain Vauclair*  
File no.: 5430-3

Woods LLP  
Barristers & Solicitors  
2000 McGill College Ave., Suite 1700  
Montréal, Québec H3A 3H3  
T 514 982-4545 F 514-284-2046  
Electronic notification: [notification@woods.qc.ca](mailto:notification@woods.qc.ca)  
Code BW 0208



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**R-12**

# COUR SUPÉRIEURE

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE SAINT-FRANÇOIS

N° : 450-11-000167-134

DATE : 7 juin 2016

---

**SOUS LA PRÉSIDENTE DE : L'HONORABLE GAÉTAN DUMAS, J.C.S.**

---

**Dans l'affaire du plan d'arrangement avec les créanciers de :**

**MONTREAL, MAINE & ATLANTIC CANADA CO. (MONTRÉAL, MAINE &  
ATLANTIQUE CANADA CIE)**

Débitrice

Et

**RICHTER GROUPE CONSEIL INC.**

Contrôleur

Et

**SABRINA NADEAU**

Et

**JOE R. WHATLEY Jr**

**WHATLEY KALLES LLP**

Fiduciaire (WD Trustee) – Mis en cause

Et

**CLERMONT PÉPIN**

Et

**JOSÉE LAJEUNESSE**

Et

**YANNICK PÉPIN**

Créanciers – Mis en cause

---

**MOTIFS DU JUGEMENT RENDU SÉANCE TENANTE LE 30 MAI 2016**

---

[1] La demande de Me Riendeau de produire des notes et autorités additionnelles n'est pas nécessaire. Les recours en vertu de la LACC doivent se faire, non pas derrière des rideaux fermés, mais au vu et au su de tous. Les gens qui ont déposé des preuves de réclamation dans le dossier de LACC, tout en continuant un recours collectif, ont pris des procédures publiques et ils doivent s'attendre à ce que les montants qu'ils réclament et qu'ils ont reçus soient rendus publics, du moins par ceux dont les intérêts peuvent être touchés par les sommes reçues.

**EN CONSÉQUENCE, LE TRIBUNAL :**

[2] **ACCUEILLE** la demande pour directives;

[3] **ORDONNE** au contrôleur de remettre au Canadian Pacific Railway Company et à leurs procureurs le fichier Excel qui contient le nom des membres du recours collectif qui ont produit une preuve de réclamation dans le dossier de la LACC, sans qu'il soit nécessaire pour le moment de faire parvenir les preuves de réclamation. Si d'autres informations sont nécessaires, elles pourront être demandées en temps et lieu et devant le bon forum.

[4] **LE TOUT sans frais.**

(s) Gaétan Dumas, j.c.s.  
GAÉTAN DUMAS, J.C.S.

Date d'audience : 30 mai 2016

**R-13**

**De :** Sylvain Vauclair [<mailto:svauclair@woods.qc.ca>]

**Envoyé :** 21 juillet 2016 10:03

**À :** Alain Riendeau

**Cc :** [AAdessky@richter.ca](mailto:AAdessky@richter.ca); Travitsky, Shawn; 'Joel Rochon'; [jorenstein@clg.org](mailto:jorenstein@clg.org); [daniellarochelle@axion.ca](mailto:daniellarochelle@axion.ca)

**Objet :** MMA - CP onformation request

Me Riendeau, sans admission quant à l'étendue de l'information que devrait vous transmettre le Contrôleur , vous trouverez ci-joint un tableau décrivant les réclamations des Class Members. Veuillez noter que nous sommes en vacances jusqu'au 7 août. Salutations distinguées.

**Sylvain Vauclair**

**Associé/Partner**

T 514.982.4528 | [svauclair@woods.qc.ca](mailto:svauclair@woods.qc.ca)

**Woods s.e.n.c.r.l./LLP**

[www.litigationboutique.com](http://www.litigationboutique.com)

2000, McGill College, Suite 1700, Montréal, Qc, Canada H3A 3H3

T 514.982.4545 | F 514.284.2046



Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	100 Dividend Pct (Note 2)		
			Schedule 1 - Claiming damages resulting from bodily injuries suffered by the claimant (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by the claimant (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by the claimant (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injury (G) Medical Damages to Property, (H) Damages for Loss of Use of Property, (I) Damages for Loss of Income, (J) Other Damages	(K) Medical Damages to Property	(L) Damages for Loss of Use of Property	(M) Damages not Resulting from the Loss of Use of Property	(N) Other Damages	(O) Claim Other than a Claim for Damages as a result of the July 1982 or 1983 (P) Claim Other than a Claim for Damages as a result of the July 1982 or 1983 (Q) Claim Other than a Claim for Damages as a result of the July 1982 or 1983 (R) Claim Other than a Claim for Damages as a result of the July 1982 or 1983					
1	ASBRAN	SUCCESSION DE GUILLES													100,000	1,996
2001	ALAIN	PIERRE-LUC													101,000	3,184
2	ALLARD	GUY													106,400	4,392
3	ALLARD	SUZANNE													101,000	3,594
15	ANDREWS	LOUISE													100,000	47,133
16	ANKICA	BOGICA													164,100	3,594
17	ARBECC	LUCILLE													160,000	1,996
18	ARBOUR	LOUISE													101,000	1,996
19	ARCAID	DANIEL													101,000	43,539
20	ARQUIN	BERTHER													100,000	1,996
21	ARQUIN	BLAISE													128,000	21,655
22	ARQUIN	CHLOE													103,000	4,392
23	ARQUIN	CHRISTIAN													100,000	1,996
4065	ARQUIN	DANIEL													75,000	23,768
4066	ARQUIN	DELPHINE													75,000	1,996
4067	ARQUIN	EMY													75,000	1,996
24	ARQUIN	FRANCOIS													425,000	2,996
25	ARQUIN	GUY													225,000	1,996
26	ARQUIN	MARIE-JOSEE													225,000	1,996
27	ARQUIN	MAURICE													330,675	1,996
4481	ARQUIN	NATHALIE													325,000	25,383
28	ARQUIN	RENAUD													101,000	1,996
4068	ARQUIN	YOLCK													75,000	1,996
29	ARSTRONG	ZOE													101,000	1,996
30	ARSENAULT	ELOI THIAN													101,000	3,594
31	ARSENAULT	CHARLOTTE													101,000	1,996
32	ARSENAULT	JOSE													255,000	7,705
33	ARSENAULT	LUNE													101,000	3,594
34	ARSENAULT	OLY													101,000	3,594
4010	ARSENAULT	ROGER													75,000	4,392
35	ARSENAULT	RICHARD													100,000	2,795
36	ARSENAULT	ALI													116,000	33,940
37	ARSENAULT	ANDREE-ANNE													425,000	1,996
38	AUBRY	GERARD													100,000	1,996
39	AUBUT	JACINTHE													176,000	1,996
40	AUBUT	ALEXANDRE													200,000	1,996
41	AUCLAIR	AUDREY													200,000	1,996
42	AUCLAIR	DEMS													200,000	1,996
43	AUCLAIR	DEMS													200,000	1,996
44	AUCLAIR	JULIE													200,000	1,996
45	AUDET	MANON													200,000	1,996
46	AUDET	ALEX													200,000	1,996
47	AUDET	ANDRE													200,000	1,996
48	AUDET	CATHERINE													200,000	1,996
49	AUDET	CHRISTIANE													200,000	1,996
50	AUDET	DANIEL													200,000	1,996
51	AUDET	DIANE													200,000	1,996
52	AUDET	EMILIE													200,000	1,996
53	AUDET	JEANNETTE													200,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person, (B) Other Damages Resulting Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and Other Damages	Schedule 2C - Claiming damages resulting from the death of a person, other than those resulting from the death of a person or from bodily injuries (A) Medical Damages & Property	(D) Damages for Loss of Use of Property	(F) Damages for Loss of Use of Property	(G) Damages for Loss of Use of Property	(H) Damages for Loss of Use of Property	(I) Damages for Loss of Use of Property	(J) Damages for Loss of Use of Property			(K) Damages for Loss of Use of Property		
54	AUDET	JOAHE														125,000	1,996
55	AUDET	LOUISE	375,000													650,000	77,479
56	AUDET	MARC														650,000	1,996
57	AUDET	MARTHE														179,800	3,594
58	AUDET	MAXIME														101,000	2,396
59	AUDET	OLIVIER														650,000	1,996
60	AUDET	SERGE														102,000	2,795
61	AUDET	THOMAS														102,000	1,996
62	AUDET	WILLIAM														102,000	2,795
63	AUDET	CHARLOTTE														100,000	1,996
64	BASIN	CHRISTOPHE														100,000	1,996
65	BASIN	STEFANIE														100,000	1,996
66	BASIN	ALEX														100,000	1,996
67	BAILLARGEON	ANIK														100,000	1,996
68	BAILLARGEON	DANA														100,000	2,795
69	BAILLARGEON	DAVEN														101,000	3,594
70	BAILLARGEON	DAVID														101,000	3,594
71	BAILLARGEON	GEORGES														101,000	3,594
72	BAILLARGEON	GERMAN														215,250	33,940
73	BAILLARGEON	HEMLETTE														102,000	2,396
74	BAILLARGEON	JOSH														102,000	1,996
75	BAILLARGEON	LOUISE														100,000	1,996
76	BAILLARGEON	MARYSE														111,500	3,594
77	BAILLARGEON	MICHEL														175,000	2,795
78	BAILLARGEON	NORBERT														100,000	2,396
79	BAILLARGEON	OLIVIER														100,000	1,996
80	BAILLARGEON	OLIVIER														100,000	1,996
81	BAILLARGEON	OLIVIER														100,000	1,996
82	BAILLARGEON	OLIVIER														100,000	1,996
83	BAILLARGEON	OLIVIER														100,000	1,996
84	BAILLARGEON	OLIVIER														100,000	1,996
85	BAILLARGEON	OLIVIER														100,000	1,996
86	BAILLARGEON	OLIVIER														100,000	1,996
87	BAILLARGEON	OLIVIER														100,000	1,996
88	BAILLARGEON	OLIVIER														100,000	1,996
89	BAILLARGEON	OLIVIER														100,000	1,996
90	BAILLARGEON	OLIVIER														100,000	1,996
91	BAILLARGEON	OLIVIER														100,000	1,996
92	BAILLARGEON	OLIVIER														100,000	1,996
93	BAILLARGEON	OLIVIER														100,000	1,996
94	BAILLARGEON	OLIVIER														100,000	1,996
95	BAILLARGEON	OLIVIER														100,000	1,996
96	BAILLARGEON	OLIVIER														100,000	1,996
97	BAILLARGEON	OLIVIER														100,000	1,996
98	BAILLARGEON	OLIVIER														100,000	1,996
99	BAILLARGEON	OLIVIER														100,000	1,996
100	BAILLARGEON	OLIVIER														100,000	1,996
101	BAILLARGEON	OLIVIER														100,000	1,996
102	BAILLARGEON	OLIVIER														100,000	1,996
103	BAILLARGEON	OLIVIER														100,000	1,996
104	BAILLARGEON	OLIVIER														100,000	1,996
105	BAILLARGEON	OLIVIER														100,000	1,996
106	BAILLARGEON	OLIVIER														100,000	1,996
107	BAILLARGEON	OLIVIER														100,000	1,996
108	BAILLARGEON	OLIVIER														100,000	1,996
109	BAILLARGEON	OLIVIER														100,000	1,996
110	BAILLARGEON	OLIVIER														100,000	1,996

Sur#	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Netted Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by oneself. (C) Economic and (D) Other Damages Netted Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Netted Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (K) Business Damages not resulting from the loss of use of property (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Income (N) Other Damages	Schedule 7 (R) Claim Other than a claim for Personal Damages Resulting from the Death of a Person or from Bodily Injuries (Social Claim) (by High Earning)	Total Damages Paid (Note 7)
111	BEAUCHEMNE	PIERRE				100,000			100,000
4013	BEAUDOIN	ALEXANDRE				75,000			75,000
4014	BEAUDOIN	ALEXANDRE				75,000			75,000
112	BEAUDOIN	ALICE		101,000			4,125		276,030
4015	BEAUDOIN	ANNE				75,000			75,000
113	BEAUDOIN	CHARLES				100,000			100,000
4016	BEAUDOIN	CLARE				75,000			75,000
114	BEAUDOIN	DANIEL		1,350					126,350
115	BEAUDOIN	DORIS				50,000			50,000
116	BEAUDOIN	ELOI		10,000					65,000
117	BEAUDOIN	GENEVIEVE		10,000					65,000
118	BEAUDOIN	GINETTE		1,000					102,000
119	BEAUDOIN	GUILLAUME		7,500					102,000
4017	BEAUDOIN	GUYANE		1,000					102,000
120	BEAUDOIN	HUGUETTE		1,000					102,000
121	BEAUDOIN	LINDA				75,000			75,000
122	BEAUDOIN	LISE		1,000					102,000
4018	BEAUDOIN	MARC-ANTOINE				275,000			275,000
4019	BEAUDOIN	MARTINE				75,000			75,000
4020	BEAUDOIN	MICHEL				75,000			75,000
124	BEAUDOIN	NANCY		100,000					175,000
4021	BEAUDOIN	NORMAND		800					50,000
125	BEAUDOIN	PASCAL				75,000			75,000
127	BEAUDOIN	ROLAND				155,000			155,000
128	BEAUDOIN	ROBIN		101,000	1,000				100,000
4023	BEAUDOIN	SERGE		1,000					100,000
129	BEAUDOIN	THEODORE		10,000					175,000
130	BEAUDOIN	VINCENT		10,000					175,000
131	BEAUDOIN	THERESE		10,000					175,000
132	BEAUDOIN	EDOUARD	375,000						100,000
133	BEAUDOIN	JEAN	375,000						100,000
134	BEAUDOIN	KARINE		1,000					111,000
135	BEAUDOIN	ALEX		4,570					111,000
136	BEAUDOIN	ALEXANDRE				153,000			153,000
137	BEAUDOIN	ANDRE				110,000			110,000
138	BEAUDOIN	BEATRICE				175,000			175,000
139	BEAUDOIN	DIANE				100,000			100,000
140	BEAUDOIN	DOMINICK				110,000			110,000
141	BEAUDOIN	FRANCIS				100,000			100,000
142	BEAUDOIN	GILLES				100,000			100,000
143	BEAUDOIN	MAXIME		1,000					100,000
144	BEAUDOIN	MICHELLE				75,000			75,000
145	BEAUDOIN	SEBASTIEN		1,000					80,000
146	BEAUDOIN	STEPHANE		1,000					80,000
147	BEAUDOIN	YVES		100,000					175,000
148	BEAUDOIN	MELISSA		1,000					175,000
149	BEAUDOIN	ALAN		1,000					220,000
150	BEAUDOIN	BERNARD		1,000					250,000
151	BEAUDOIN	CELINE		101,000					101,000
4024	BEAUDOIN	DAVID				75,000			75,000
153	BEAUDOIN	CLAUDETTE		101,000					101,000
154	BEAUDOIN	DAVID				50,000			50,000

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Units 1)										Total (Schedule 7 + Schedule 8)	Total (Schedule 7 + Schedule 8) (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other damages Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by insured. (C) Economic and (D) Other Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Medical Damages	Schedule 2C - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property	Schedule 2D - Claiming damages resulting from the death of a person or from bodily injuries. (H) Economic and (I) Other Damages	Schedule 3 - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (J) Medical Damages to Property	Schedule 4 - Claiming damages resulting from the death of a person or from bodily injuries. (K) Economic and (L) Other Damages	Schedule 5 - Claiming damages resulting from the death of a person or from bodily injuries. (M) Medical Damages to Property	Schedule 6 - Claiming damages resulting from the death of a person or from bodily injuries. (N) Economic and (O) Other Damages	Schedule 7 - Claiming damages resulting from the death of a person or from bodily injuries. (P) Economic and (Q) Other Damages			Schedule 8 - Claiming damages resulting from the death of a person or from bodily injuries. (R) Economic and (S) Other Damages		
155	BEDARD	DANE														202,000	2,795
156	BEDARD	DOMINIQUE														271,600	47,832
157	BEDARD	FABIENNE														315,000	7,885
158	BEDARD	FERNAND	375,000	71,000	200,000											301,000	3,594
159	BEDARD	GENEVIÈVE														206,200	4,392
160	BEDARD	GILLES														182,400	2,785
161	BEDARD	GUYANE														100,300	45,536
162	BEDARD	HÉLÈNE														29,000	1,996
163	BEDARD	JACQUETTE														101,000	26,162
164	BEDARD	JEREMY														50,000	1,996
165	BEDARD	JULIE														50,000	1,996
166	BEDARD	JURIE														114,200	3,594
167	BEDARD	LAURETTE														100,000	26,162
168	BEDARD	LUZIANE														225,500	45,536
169	BEDARD	LUCIE														100,000	1,996
170	BEDARD	LYSÉE														100,000	1,996
171	BEDARD	MADÉLINE														104,200	1,996
172	BEDARD	MELANIE														174,818	2,795
173	BEDARD	MICHAEL														282,000	4,792
174	BEDARD	MICHAEL														231,000	2,795
175	BEDARD	MICHAEL														100,000	1,996
176	BEDARD	MICHAEL														100,000	1,996
177	BEDARD	MICHAEL														100,000	1,996
178	BEDARD	PIERRE														100,000	1,996
179	BEDARD	PIERRETTE														100,000	1,996
180	BEDARD	ROBERT														100,000	1,996
181	BEDARD	ROBERT														100,000	1,996
182	BEDARD	ROBERT														100,000	1,996
183	BEDARD	SAMUEL														100,000	1,996
184	BEDARD	SAMUEL														100,000	1,996
185	BEDARD	SARAHÈVE														100,000	1,996
186	BEDARD	SERGE														100,000	1,996
187	BEDARD	SUZANNE														100,000	1,996
188	BEDARD	SUZANNE														100,000	1,996
189	BEGIN	YVAN														100,000	1,996
190	BEGIN	ANNE-JOSÉE														100,000	1,996
191	BEGIN	CHRISTINE														100,000	1,996
192	BEGIN	CLAUDETTE														100,000	1,996
193	BEGIN	ETIENNE														100,000	1,996
194	BEGIN	GERARD														100,000	1,996
195	BEGIN	KEVIN														100,000	1,996
196	BEGIN	MARYSÈE														100,000	1,996
197	BEGIN	MATHEU														100,000	1,996
198	BEGIN	PAULINE														100,000	1,996
199	BEGIN	PIER-OLIVIER														100,000	1,996
200	BEGIN	RICHARD														100,000	1,996
201	BEGIN	RENE														100,000	1,996
202	BEGIN	RYAN														100,000	1,996
203	BEGIN-BEDARD	LAURIE														100,000	1,996
204	BEGIN-BEDARD	MARYSÈE														100,000	1,996
205	BEGIN-BEDARD	DANIELE														100,000	1,996
206	BELANGER	SUSAN														100,000	1,996
207	BELANGER	ALAN														100,000	1,996
208	BELANGER	ALAN														100,000	1,996
209	BELANGER	DANE														100,000	1,996
210	BELANGER	EDWARD														100,000	1,996
211	BELANGER	EDWARD														100,000	1,996

Manitoba, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Raps

Amount Per Proof of Claim Filed (Note 1)													
Rpt #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages		Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages		Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages		Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Personal Damages (H) Damages by Reason of Loss of Property (I) Damages by Reason of Loss of Use of Property (J) Other Damages			Total	Total (Individual Proof) (Note 2)
			(A) Economic and	(B) Other Damages	(C) Economic and	(D) Other Damages	(E) Economic and	(F) Other Damages	(G) Personal Damages	(H) Damages by Reason of Loss of Property	(I) Damages by Reason of Loss of Use of Property		
212	BELANGER	EMERY	10,000									117,000	3,594
213	BELANGER	EMILE			1,000	1,000			100,000	100,000		110,000	1,996
214	BELANGER	KRISTINE			1,000	1,000			100,000	100,000		110,000	1,996
215	BELANGER	LEILA	10,000						300,000	300,000		303,000	3,594
216	BELANGER	ANGELIQUE			4,000	4,000			131,000	131,000		135,200	3,594
217	BELANGER	MARJORIE							100,000	100,000		100,000	1,996
218	BELANGER	WALTER-PIP							100,000	100,000		100,000	1,996
219	BELANGER	MARCEL							275,000	275,000		275,000	1,996
220	BELANGER	MARTAL							100,000	100,000		100,000	1,996
221	BELANGER	MARSESE			1,000	1,000			100,000	100,000		101,000	2,795
222	BELANGER	MAUDE			1,000	1,000			100,000	100,000		101,000	2,795
223	BELANGER	PHILIP							110,000	110,000		110,000	1,996
224	BELANGER	SYLVIAN			1,000	1,000			100,000	100,000		102,000	3,594
4076	BELVAU	CYNTHIA			5,000	5,000			75,000	75,000		80,000	57,709
228	BELVAU	PATRICIA			1,000	1,000			175,000	175,000		176,000	1,996
229	BELLAVANCE	ALEXIS							300,000	300,000		300,000	2,795
230	BELLAVANCE	ELIANE							100,000	100,000		100,000	1,996
231	BELLAVANCE	JOEY							100,000	100,000		100,000	1,996
232	BELLAVANCE	LAURENCE			1,000	1,000			1,175,000	1,175,000		1,175,000	1,996
233	BELLAVANCE	ALICE							100,000	100,000		100,000	1,996
234	BELLAVANCE-COURTEMANCHE	MAUDE	10,000						100,000	100,000		110,000	1,996
235	BELLAVANCE-COURTEMANCHE	MARIE							100,000	100,000		100,000	1,996
236	BELLEFEUR	LEA			4,000	4,000			85,000	85,000		89,000	2,795
237	BELLEFEUR	LIBE							200,000	200,000		200,000	1,996
238	BELLEFEUR	ROBERT							110,500	110,500		110,500	1,996
239	BELLEFEUR	AUDREY							175,000	175,000		175,000	1,996
240	BELLEFEUR	FRANCINE							100,000	100,000		100,000	1,996
241	BELLEFEUR	FRANCOISE			25,000	25,000			190,000	190,000		215,000	1,996
242	BELLEFEUR	MARIO			4,100	4,100			150,000	150,000		154,100	3,594
243	BELBERGER	ANNE-JOSEE							75,000	75,000		75,000	1,996
4027	BERGERON	ANTHONY							100,000	100,000		100,000	1,996
244	BERGERON	CAROLLE							75,000	75,000		82,160	4,392
245	BERGERON	DANIEL			6,250	17,882			440,000	440,000		464,142	4,392
246	BERGERON	DANIEL							250,000	250,000		250,000	1,996
247	BERGERON	JEAN							250,000	250,000		250,000	1,996
248	BERGERON	JEANNE							175,000	175,000		175,000	1,996
249	BERGERON	LAURENCE							75,000	75,000		75,000	1,996
250	BERGERON	LOUIS-PIERRE							100,000	100,000		100,000	1,996
251	BERGERON	MAUDE			300				25,000	25,000		25,000	1,996
42	BERGERON	ROSCAL ALAN							100,000	100,000		100,000	1,996
253	BERGERON	RENEL							100,000	100,000		100,000	1,996
254	BERGERON	RENEL			4,000				100,000	100,000		104,000	4,392
255	BERGERON	SONIA			1,000				175,000	175,000		176,000	1,996
256	BERGERON	SOPHIE ANNE							100,000	100,000		100,000	1,996
257	BERGERON	YANN							75,000	75,000		75,000	1,996
4028	BERGERON-BEAUDOUIN	AMELY							75,000	75,000		75,000	1,996
258	BERNARD	BERNARD							500,000	500,000		500,000	2,795
259	BERNARD	MAXIME							175,000	175,000		175,000	1,996
258	BERNARD	VALERIE			4,200	15,000			75,000	75,000		83,200	4,392
259	BERNARD	VALERIE							175,000	175,000		175,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total (Schedule 2) (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by oneself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Personal Property (H) Personal Property (I) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (J) Personal Property (K) Personal Property (L) Other Damages	Schedule 4 (M) Other Damages (N) Other Damages	Schedule 5 (O) Other Damages (P) Other Damages	Schedule 6 (Q) Other Damages (R) Other Damages	Schedule 7 (S) Other Damages (T) Other Damages	Schedule 8 (U) Other Damages (V) Other Damages			
260	BERNARD MCKELVEY	LEXA					50,000							50,000	2,795
261	BERNER	BRUNO					75,000							75,000	1,996
262	BERNER	CHRISTAL					75,000							77,600	1,996
263	BERNER	PATRICIA					450,000							450,000	45,335
264	BERNER	GENIA					100,000							100,000	1,996
265	BERNER	JACQUELINE					125,000							128,000	3,594
266	BERNER	JEREMY			150	3,000	310,300							310,450	2,795
267	BERNER	LOISE					75,000							75,000	1,996
268	BERNER	SUCCESSION DE REAL					200,500							206,700	3,594
269	BERNER FORTIN	CECILE					100,000							101,000	3,594
270	BERTRAND	ELISABETH					175,000							179,310	47,133
271	BERTRAND	LAURETTE					200,000							206,500	4,392
272	BERUBÉ	ROBERT					200,000							206,500	4,392
273	BERUBÉ	ANTONIN					100,000							100,000	1,996
274	BERUBÉ	PIERRE-SERGE					175,000							175,000	1,996
275	BERUBÉ	SOLANGE					100,000							201,000	3,594
276	BERUBÉ-LAROCHELLE	ANNE-SOPHIE					25,000							25,000	1,996
277	BERUBÉ-LAROCHELLE	FELIX			150	113,000	100,000							214,000	1,996
278	BILODEAU	ALBERT					175,000							175,150	1,996
279	BILODEAU	ANDRÉE	10,000				125,000							126,000	2,795
280	BILODEAU	ANGÈLE EMILE					100,000							100,000	1,996
281	BILODEAU	CARMEL					52,080							52,080	1,996
282	BILODEAU	CLAIRE-HELENE					175,000							175,000	1,996
283	BILODEAU	CLAUDE					100,000							100,000	1,996
284	BILODEAU	CLAUDETTE					225,000							225,000	1,996
285	BILODEAU	DOMINIQUE					10,254							10,254	1,996
286	BILODEAU	ERIC					400							400	1,996
287	BILODEAU	ETIENNE					110,000							110,000	1,996
288	BILODEAU	FERMAND					60							60	1,996
289	BILODEAU	GABRIEL					100,000							100,000	1,996
290	BILODEAU	GENEVIÈVE					100,000							100,000	1,996
291	BILODEAU	JACQUES					100,000							100,000	1,996
292	BILODEAU	JEAN					100,000							100,000	1,996
293	BILODEAU	JEFFREY					275,000							275,000	1,996
294	BILODEAU	JOSÉE					75,000							75,000	1,996
295	BILODEAU	KARINA					100,000							100,000	1,996
296	BILODEAU	MARIE					100,000							100,000	1,996
297	BILODEAU	RODOLPHE					100,000							100,000	1,996
298	BILODEAU	MARIE					100,000							100,000	1,996
299	BILODEAU	MARIE					100,000							100,000	1,996
300	BILODEAU	MEGAN					100,000							100,000	1,996
301	BILODEAU	NANCY					50,000							50,000	1,996
302	BILODEAU	NICOLE					87,500							87,500	1,996
303	BILODEAU	NORMAND					250,000							250,000	1,996
304	BILODEAU	NORMAND					100,000							100,000	1,996
305	BILODEAU	PIERRE-LUC					110,000							110,000	1,996
306	BILODEAU	PIERRE-LUC					275,000							275,000	2,396



Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filled in the CCAA - Represented by Class Reps

Row #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Medical Damages	Schedule 3A - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Income (I) Damages for Loss of Use of Property (J) Other Damages	Schedule 4 - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries. (K) Medical Damages to Property (L) Damages for Loss of Use of Property (M) Economic Damages from Loss of Use of Property (N) Other Damages	Total	Total (Schedule 3) (Note 1)
4040		BLAIS ROUSSEAU							
4041		BLANCHETTE						75,000	75,000
351		BLANCHETTE				25,800		75,000	100,800
352		BLANCHETTE				600		50,000	50,600
353		BLANCHETTE-HEBERT						60,000	60,000
4042		BOUJIN						75,000	75,000
354		BOISVERT				10,000		60,000	70,000
355		BOISVERT				10,000		60,000	70,000
356		BOISVERT				4,300		160,000	164,300
357		BOISVERT				6,000		300,000	306,000
358		BOISVERT	375,000					175,000	550,000
359		BOUTIN						160,000	160,000
360		BOUTIN				1,000		100,000	101,000
361		BOUTIN				1,000		200,000	201,000
362		BOUTIN				174,532		75,000	249,532
4045		BOUTIN						100,000	100,000
363		BOUTIN						75,000	75,000
364		BOUTIN						100,000	100,000
365		BOUTIN						150,000	150,000
366		BOUTIN						100,000	100,000
367		BOUTIN						100,000	100,000
368		BOUTIN						150,000	150,000
369		BOUTIN				4,650		100,000	104,650
370		BOUTIN				1,000		100,000	101,000
371		BOUTIN				1,000		75,000	76,000
372		BOUTIN						100,000	100,000
373		BOUTIN						150,000	150,000
374		BOUTIN						100,000	100,000
375		BOUTIN						100,000	100,000
376		BOUTIN						150,000	150,000
377		BOUTIN						100,000	100,000
378		BOUTIN						100,000	100,000
379		BOUTIN						150,000	150,000
380		BOUTIN						100,000	100,000
381		BOUTIN						100,000	100,000
382		BOUTIN						100,000	100,000
4043		BOUTIN	10,000			6,240		250,000	266,240
383		BOUTIN						100,000	100,000
384		BOUTIN						75,000	75,000
385		BOUTIN						150,000	150,000
386		BOUTIN						225,000	225,000
387		BOUTIN						175,000	175,000
388		BOUTIN						200,000	200,000
389		BOUTIN						100,000	100,000
390		BOUTIN						100,000	100,000
391		BOUTIN						100,000	100,000
392		BOUTIN						100,000	100,000
393		BOUTIN						100,000	100,000
394		BOUTIN						100,000	100,000
395		BOUTIN						100,000	100,000
396		BOUTIN						100,000	100,000
397		BOUTIN						175,000	175,000
398		BOUTIN						175,000	175,000
399		BOUTIN						175,000	175,000
400		BOUTIN						175,000	175,000
401		BOUTIN						175,000	175,000
402		BOUTIN						175,000	175,000
403		BOUTIN						175,000	175,000
404		BOUTIN						175,000	175,000
405		BOUTIN						175,000	175,000
406		BOUTIN						175,000	175,000
407		BOUTIN						175,000	175,000
408		BOUTIN						175,000	175,000
409		BOUTIN						175,000	175,000
410		BOUTIN						175,000	175,000
411		BOUTIN						175,000	175,000
412		BOUTIN						175,000	175,000
413		BOUTIN						175,000	175,000
390		BOUTIN						175,000	175,000
391		BOUTIN						175,000	175,000
392		BOUTIN						175,000	175,000
393		BOUTIN						175,000	175,000
394		BOUTIN						175,000	175,000
395		BOUTIN						175,000	175,000
396		BOUTIN						175,000	175,000
397		BOUTIN						175,000	175,000
398		BOUTIN						175,000	175,000
399		BOUTIN						175,000	175,000
400		BOUTIN						175,000	175,000
401		BOUTIN						175,000	175,000
402		BOUTIN						175,000	175,000
403		BOUTIN						175,000	175,000
404		BOUTIN						175,000	175,000
405		BOUTIN						175,000	175,000
406		BOUTIN						175,000	175,000
407		BOUTIN						175,000	175,000
408		BOUTIN						175,000	175,000
409		BOUTIN						175,000	175,000
410		BOUTIN						175,000	175,000
411		BOUTIN						175,000	175,000
412		BOUTIN						175,000	175,000
413		BOUTIN						175,000	175,000

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Clats Reps

R#	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)					
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Material Damages	Schedule 1 - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and Material Damages	Schedule 2a - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Material Damages	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (F) Other Damages	Schedule 2c - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Material Damages to Property	Schedule 2d - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (H) Other Damages	Schedule 2e - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (I) Damages for Loss of Use of Property	Schedule 2f - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (J) Other Damages	Schedule 2g - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (K) Business Damages not Resulting from the Death of a Person	Schedule 2h - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (L) Damages for Loss of Use of Property			Schedule 2i - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (M) Other Damages				
415	BOLDUC	MONELLE																231,000	3,594
417	BOLDUC	NATHALIE							1,000	5,000								135,000	2,795
418	BOLDUC	NOEMIE																175,000	1,996
419	BOLDUC	PATRICK							25,000									200,000	-
420	BOLDUC	PAULE							13,000									238,000	55,709
421	BOLDUC	PIERRE								1,000								101,000	1,996
422	BOLDUC	PIERRE							1,000									101,000	3,594
423	BOLDUC	REJEAN							5,500									160,500	3,594
424	BOLDUC	REJEANNE																75,000	3,594
425	BOLDUC	REMI							101,000									201,000	4,252
426	BOLDUC	RENE																175,000	1,996
427	BOLDUC	ROBERT																101,000	3,594
428	BOLDUC	ROCKY																101,000	3,594
429	BOLDUC	ROGER																101,000	2,168
430	BOLDUC	SABAH						200										102,000	2,168
431	BOLDUC	SONYA							1,000									100,000	1,996
432	BOLDUC	SUCCESSION DE IDORA																100,000	1,996
433	BOLDUC	SALVAIN							2,500									3,500	77,419
434	BOLDUC	SILVAIN																100,000	1,996
435	BOLDUC	STEVIE							16,640									178,640	1,996
436	BOLDUC	VERONIQUE																162,060	2,795
437	BOLDUC	VOLETTE							2,060									102,000	3,594
438	BOLDUC	WILLIAM							1,000									75,000	1,996
439	BOLDUC	YOHAN																175,000	1,996
440	BOLDUC	YVES																425,500	1,996
441	BOLDUC	YVON																175,000	1,996
442	BOLDUC	YVES																101,000	1,996
443	BOLDUC	YVES																101,000	1,996
444	BOLDUC	YVES																101,000	1,996
445	BOLDUC	YVES																101,000	1,996
446	BOLDUC	YVES																101,000	1,996
447	BOLDUC	YVES																101,000	1,996
448	BOLDUC	YVES																101,000	1,996
449	BOLDUC	YVES																101,000	1,996
450	BOLDUC	YVES																101,000	1,996
451	BOLDUC	YVES																101,000	1,996
452	BOLDUC	YVES																101,000	1,996
453	BOLDUC	YVES																101,000	1,996
454	BOLDUC	YVES																101,000	1,996
455	BOLDUC	YVES																101,000	1,996
456	BOLDUC	YVES																101,000	1,996
457	BOLDUC	YVES																101,000	1,996
458	BOLDUC	YVES																101,000	1,996
459	BOLDUC	YVES																101,000	1,996
460	BOLDUC	YVES																101,000	1,996
461	BOLDUC	YVES																101,000	1,996
462	BOLDUC	YVES																101,000	1,996
463	BOLDUC	YVES																101,000	1,996
464	BOLDUC	YVES																101,000	1,996
465	BOLDUC	YVES																101,000	1,996
466	BOLDUC	YVES																101,000	1,996
467	BOLDUC	YVES																101,000	1,996
468	BOLDUC	YVES																101,000	1,996
469	BOLDUC	YVES																101,000	1,996
470	BOLDUC	YVES																101,000	1,996
471	BOLDUC	YVES																101,000	1,996
472	BOLDUC	YVES																101,000	1,996
473	BOLDUC	YVES																101,000	1,996
474	BOLDUC	YVES																101,000	1,996
475	BOLDUC	YVES																101,000	1,996
476	BOLDUC	YVES																101,000	1,996
477	BOLDUC	YVES																101,000	1,996
478	BOLDUC	YVES																101,000	1,996
479	BOLDUC	YVES																101,000	1,996
480	BOLDUC	YVES																101,000	1,996
481	BOLDUC	YVES																101,000	1,996
482	BOLDUC	YVES																101,000	1,996

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reys

R/R #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total (Including Paid) (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by plaintiff. (C) Economic and Medical Damages (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Medical Damages (F) Other Damages	Schedule 2C - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Income (I) Damages for Loss of Use of Property (J) Other Damages	(K) Other Damages	(L) Damages for Loss of Use of Property	(M) Damages for Loss of Use of Property	(N) Damages for Loss of Use of Property	(O) Other Damages	(P) Other Damages					
465	BOUCHER	CLAUDETTE	10,000													10,000	1,659
466	BOUCHER	DAVID															1,659
467	BOUCHER	DENISE															1,659
468	BOUCHER	DANIE															1,659
469	BOUCHER	EMERY															1,659
470	BOUCHER	GISELAINE															1,659
471	BOUCHER	GISELE															1,659
472	BOUCHER	JEAN-GUY															1,659
473	BOUCHER	JULIE															1,659
474	BOUCHER	LENE															1,659
475	BOUCHER	MARIE-OLIE															1,659
476	BOUCHER	MARYSE															1,659
477	BOUCHER	MELANIE															1,659
478	BOUCHER	MYRIAM															1,659
479	BOUCHER	PATRICK															1,659
480	BOUCHER	SHIRLEY ANNE															1,659
481	BOUCHER	SUCCESSION DE FLORENCE															1,659
482	BOUCHER	SUCCESSION DE ROUVILLE															1,659
483	BOUCHER	SYLVIE															1,659
484	BOUCHER	VERONIQUE															1,659
485	BOUCHER	VICKY															1,659
486	BOUCHER	ANDRE															1,659
487	BOUCHER	BOUDREAU															1,659
488	BOUCHER	ADAM															1,659
489	BOUCHER	ALEXANDRE															1,659
490	BOUCHER	ANITA															1,659
491	BOUCHER	CAROLINE															1,659
492	BOUCHER	CHANTAL															1,659
493	BOUCHER	ERIC															1,659
494	BOUCHER	ERYCKA															1,659
495	BOUCHER	FRANCE															1,659
496	BOUCHER	FRANCHE															1,659
497	BOUCHER	FRANCOIS															1,659
498	BOUCHER	GABRIEL															1,659
499	BOUCHER	GEMMA															1,659
500	BOUCHER	GUY															1,659
501	BOUCHER	HERVE															1,659
502	BOUCHER	JULIANE															1,659
503	BOUCHER	LOUISE															1,659
504	BOUCHER	LOUISE															1,659
505	BOUCHER	LUC															1,659
506	BOUCHER	MARCOLE															1,659
507	BOUCHER	MARCOLE															1,659
508	BOUCHER	MARCELANNE															1,659
509	BOUCHER	MARCELANNE															1,659
510	BOUCHER	MARCELANNE															1,659
511	BOUCHER	MARCELANNE															1,659
512	BOUCHER	MARCELANNE															1,659
513	BOUCHER	MARCELANNE															1,659
514	BOUCHER	MARCELANNE															1,659
515	BOUCHER	MARCELANNE															1,659
516	BOUCHER	MARCELANNE															1,659
517	BOUCHER	MARCELANNE															1,659
518	BOUCHER	MARCELANNE															1,659
519	BOUCHER	MARCELANNE															1,659
520	BOUCHER	MARCELANNE															1,659
521	BOUCHER	MARCELANNE															1,659

Ref #	Surname	Name	Amount per Proof of Claim Filed (Table 1)										Total	Full Dividend Paid (Table 2)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (G) Minimal Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Property (J) Business Damages not resulting from the death of a person or from bodily injuries (K) Other Damages	(L) Damages for Loss of Use of Property	(M) Minimal Damages to Property	(N) Damages for Loss of Use of Property	(O) Other Damages	(P) Client Other (R) Client Other (S) Client Other	(T) Client Other (U) Client Other (V) Client Other					
4055	BOUFFARD	ROXANNE														75,000	46,334
4056	BOUFFARD	STEVE					490									75,000	75,490
4057	BOUFFARD	SUCCESSION DE GERARD														225,000	3,594
4058	BOUFFARD	SUZANNE					1,000									100,000	1,996
4059	BOUFFARD	SUZANNE					1,000									100,000	1,996
4060	BOUFFARD	THOMAS														100,000	2,795
4061	BOUFFARD	VINCENT														100,000	2,795
4062	BOUFFARD	YVAN					500									100,000	2,795
4063	BOUFFARD	ISABELLE														50,000	47,123
4064	BOUFFARD	ALEXANDRE					8,000									50,000	55,728
4065	BOUFFARD	BERTRAND														100,000	1,996
4066	BOUFFARD	CAROLE					3,100									143,131	2,795
4067	BOUFFARD	CELIA					4,000									129,000	3,594
4068	BOUFFARD	CHRISTINE					1,000									100,000	1,996
4069	BOUFFARD	CHRISTINE					1,000									100,000	1,996
4070	BOUFFARD	CONRAD	375,000				6,500									375,000	7,986
4071	BOUFFARD	DENISE	10,500													110,000	1,996
4072	BOUFFARD	FANNY														100,000	1,996
4073	BOUFFARD	GAETANE					120,000									100,000	1,996
4074	BOUFFARD	GENEVIÈVE					3,125									110,000	2,795
4075	BOUFFARD	GERVAISE					10,000									309,000	3,594
4076	BOUFFARD	GINETTE														25,000	3,594
4077	BOUFFARD	GISELE					851									180,051	3,594
4078	BOUFFARD	GULLAUME					6,000									200,000	26,162
4079	BOUFFARD	JACQUES					500									75,000	83,000
4080	BOUFFARD	JACQUES														50,000	56,500
4081	BOUFFARD	JEROME	10,000													110,000	1,996
4082	BOUFFARD	JOCELYNE					5,000									150,000	3,594
4083	BOUFFARD	JULIANNE														125,000	1,996
4084	BOUFFARD	LILI														233,000	2,996
4085	BOUFFARD	LISE														100,000	1,996
4086	BOUFFARD	LORRANNE														175,000	3,594
4087	BOUFFARD	LOUISE					2,000									100,000	1,996
4088	BOUFFARD	LUCIE					1,000									120,000	1,996
4089	BOUFFARD	MARCEL														100,000	1,996
4090	BOUFFARD	MARYSE					150									100,000	1,996
4091	BOUFFARD	MATHILDE														100,000	1,996
4092	BOUFFARD	MAUDE														100,000	2,996
4093	BOUFFARD	MELYNIA					1,000									75,000	3,594
4094	BOUFFARD	MICHEL					1,000									100,000	3,594
4095	BOUFFARD	MICHELLE					1,000									110,000	3,594
4096	BOUFFARD	NANCY					1,000									110,000	4,392
4097	BOUFFARD	NICOLAS					100,000									20,000	1,996
4098	BOUFFARD	NICOLE					1,000									100,000	1,996
4099	BOUFFARD	PIERRE					1,000									100,000	1,996
4100	BOUFFARD	RYAN					40									643,500	47,123
4101	BOUFFARD	RYANNE														75,000	2,795
4102	BOUFFARD	SOPHIE					375									100,000	1,996
4103	BOUFFARD	SUZANNE					1,000									100,000	3,594
4104	BOUFFARD	SUZANNE					4,150									110,000	3,594

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surnames	Names	Amount per Proof of Claim Filed (Note 1)										Total	Full Dividend Paid (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 2C - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries (G) Medical Damages (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Property (K) Other Damages (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Property (N) Damages for Loss of Use of Property (O) Damages for Loss of Use of Property (P) Damages for Loss of Use of Property (Q) Damages for Loss of Use of Property (R) Damages for Loss of Use of Property (S) Damages for Loss of Use of Property (T) Damages for Loss of Use of Property (U) Damages for Loss of Use of Property (V) Damages for Loss of Use of Property (W) Damages for Loss of Use of Property (X) Damages for Loss of Use of Property (Y) Damages for Loss of Use of Property (Z) Damages for Loss of Use of Property										
551	BOULANGER	SUZANNE				305,438	652,000							300,000	1,001,438	1,996
552	BOULANGER	SUZANNE					100,000								100,000	1,996
553	BOULANGER	SILVAIN					1,000								1,000	2,795
554	BOULANGER	THERESE					1,000								1,000	4,392
555	BOULANGER	ZACHARIE													125,000	1,996
4082	BOULANGER (FRANK)	BOULANGER (FRANK)													75,000	95,745
4083	BOULANGER (FRANK)	BOULANGER (FRANK)													100,000	2,795
4084	BOULANGER (FRANK)	BOULANGER (FRANK)													154,000	3,594
571	BOULE	BOULE			2,000	152,000									75,000	1,996
572	BOULE	ANNE-PIERRE													75,000	3,594
573	BOULE	CAROLE													110,000	2,795
574	BOULE	DANIEL													100,000	24,565
575	BOULE	DANIEL													100,000	2,396
576	BOULE	DOMINIC													100,000	3,594
577	BOULE	EMERIK													287,052	2,795
578	BOULE	ERIC													100,000	1,996
579	BOULE	GERARD													100,000	2,795
580	BOULE	GERARD													100,000	2,396
581	BOULE	GILLES													100,000	1,996
582	BOULE	GILLES													100,000	2,795
583	BOULE	GINETTE													100,000	2,396
584	BOULE	JEAN-CHRISTOPHE													100,000	1,996
585	BOULE	LAURIE													100,000	2,396
586	BOULE	LUC													100,000	1,996
587	BOULE	LUC													100,000	13,975
588	BOULE	MARQUERITE													100,000	1,996
589	BOULE	MICHEL													100,000	1,996
590	BOULE	NICOLE													100,000	1,996
591	BOULE	PAUL													100,000	2,396
592	BOULE	ROLAND													100,000	2,795
593	BOULE	SILVAIN													100,000	2,396
594	BOULE	SYLVAIN													100,000	3,594
595	BOULE	THERESE													100,000	2,795
596	BOULE	SIMONE													100,000	2,396
597	BOULE	REJEAN													100,000	3,594
598	BOULE	AME													225,055	1,996
599	BOULE	AME													325,000	1,996
4065	BOULE	ANNE-MARIE													75,000	1,996
4066	BOULE	BRUNO-PIERRE													75,000	1,996
4067	BOULE	CAROLINE													75,000	1,996
805	BOULE	DAVID													100,000	1,996
4068	BOULE	FRANCOIS													100,000	2,396
4069	BOULE	GUYLANE													75,000	1,996
4070	BOULE	JACQUES													100,000	1,996
810	BOULE	JEAN-SEBASTIEN													100,000	1,996
811	BOULE	JEROME TURCOTTE													100,000	1,996
812	BOULE	LAURETTE													100,000	2,396
813	BOULE	LOISE													75,000	1,996
814	BOULE	MARIE-CLAUDE													75,000	1,996
815	BOULE	MARIE-CLAUDE													75,000	1,996
816	BOULE	MARIE-LOISE													75,000	1,996
817	BOULE	NICOLE													75,000	1,996
818	BOULE	NICOLE													75,000	1,996
819	BOULE	RACHEL													75,000	1,996
820	BOULE	RICHARD													75,000	1,996
821	BOULE	RICHARD													75,000	1,996
822	BOULE	ROLANDE													75,000	1,996
823	BOULE	ROLANDE													75,000	1,996
824	BOULE	STEPHANE													75,000	1,996
4070	BOULE	STEPHANE													75,000	1,996

Meinert, Meise & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Piece of Claims Filed (Note 1)				Total	Total (Including Paid (Note 2))
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Personal Damages to Property (H) Damages for Use of Home Property (I) Damages for Use of Motor Vehicle Property (J) Other Damages		
825	BOULET	STYLVAIN				175,000	175,000	3,564
827	BOULET	TOBY	375,000	1,000		175,000	175,000	4,382
828	BOULET	YOLANDE		4,000		275,000	275,000	7,986
829	BOULET	CHARLEMAN		4,000		275,000	275,000	3,564
830	BOULET	YANNICK		4,000		275,000	275,000	3,564
831	BOULET	TONY-LÉE		4,000		75,000	75,000	24,655
832	BOULET	ALCÈSE		1,000		425,000	425,000	1,996
833	BOULET	GERARD		1,000		100,000	100,000	3,564
834	BOULET	GILLES		1,000		181,000	181,000	1,996
835	BOULET	JULIE		1,000		100,000	100,000	46,334
836	BOULET	MARINE		4,000		475,000	475,000	1,996
837	BOULET	ROBERT		4,000		50,000	50,000	1,996
838	BOULET	ROSAIRE		1,000	4,654	125,000	125,000	54,000
839	BOULET	SONIA		1,000		425,000	425,000	2,396
840	BOULET	GAYANE		7,000		135,000	135,000	1,996
841	BOULET	DENS		20,700		75,000	75,000	4,792
842	BOULET	EMMANUEL		4,000		502,400	502,400	24,655
843	BOULET	HELENE	375,000	4,000		5,250	5,250	93,400
844	BOULET	ALAN		10,000		100,000	100,000	13,815
845	BOULET	CHRISTIAN		10,000		100,000	100,000	5,889
846	BOULET	JACQUELINE		3,000		175,000	175,000	56,709
847	BOULET	JACQUELINE		6,450		500,000	500,000	2,396
848	BOULET	MONIQUE		1,000		100,000	100,000	2,795
849	BOULET	NICOLE		6,000		75,000	75,000	33,940
850	BOULET	THERÈSE		18,000		100,000	100,000	1,996
851	BOULET	FLORENT		130,000		100,000	100,000	1,996
852	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
853	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
854	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
855	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
856	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
857	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
858	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
859	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
860	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
861	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
862	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
863	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
864	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
865	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
866	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
867	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
868	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
869	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
870	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
871	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
872	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
873	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
874	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
875	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
876	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
877	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
878	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
879	BOULET	JACQUELINE		1,000		100,000	100,000	1,996
880	BOULET	JACQUELINE		1,000		100,000	100,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Hold (Revised) Part (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and Medical Damages (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and Medical Damages (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and Medical Damages (F) Other Damages	Schedule 3A - Claiming damages suffered by a decedent, other than those resulting from the death of a person or from bodily injuries (G) Universal Damages (H) Damages for Property (I) Damages for Loss of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a decedent, other than those resulting from the death of a person or from bodily injuries (K) Medical Damages (L) Damages for Property (M) Damages for Loss of Use of Property (N) Economic Damages (O) Other Damages	Schedule 4 (P) Other Damages as a Result of the July 15, 2013 E-2013 Declaration (Q) Damages for Personal Injury (R) Damages for Personal Injury (S) Damages for Personal Injury (T) Damages for Personal Injury (U) Damages for Personal Injury (V) Damages for Personal Injury (W) Damages for Personal Injury (X) Damages for Personal Injury (Y) Damages for Personal Injury (Z) Damages for Personal Injury									
866	BREAU	EMILIA														3,594	
881	BREAU	GASTON															2,705
4075	BREAU	JOCELYN															75,600
882	BREAU	JOHANNIE															15,600
883	BREAU	PATRICK															106,000
884	BREAU	TANIA															1,966
885	BREAU	TARRICK															1,966
887	BREAU	ALICE	375,000														2,795
888	BREAU	AUDRE	375,000														2,795
889	BREAU	ANDRE															3,594
911	BREAU	ANNE-ROSE															4,392
712	BREAU	CARMELLE															33,940
684	BREAU	CARMEN	250,000														7,886
892	BREAU	CECILE															17,000
893	BREAU	CLARE															1,966
894	BREAU	CLAUDETTE															1,966
895	BREAU	DENSE															1,966
686	BREAU	FELEX															1,966
697	BREAU	HUGUETTE															1,966
698	BREAU	JACQUES															1,966
699	BREAU	JEAN-SEBASTIEN															1,966
4078	BREAU	KELLY-ANN															1,966
701	BREAU	LAURENNE															1,966
4076	BREAU	LISE															1,966
714	BREAU	MARCEL															1,966
703	BREAU	MARTHE P															1,966
715	BREAU	NATHALIE															1,966
704	BREAU	NATHAN															1,966
705	BREAU	PIERRETTE															1,966
706	BREAU	REAL															1,966
4077	BREAU	RITA															1,966
709	BREAU	SOLANGE															1,966
710	BREAU	WILLIAM															1,966
716	BRIERE	JASMIN															1,966
717	BRIERE	JULIAN															1,966
718	BRIERE	LSA-MARIE															1,966
719	BRIERE	SYLVAIN															1,966
720	BRIERE	ANDRE															1,966
721	BRIERE	ETIENNE															1,966
722	BRIERE	MEGAN															1,966
723	BRIERE	PHILIP															1,966
4079	BRIERE	STEVE															1,966
724	BRIERE	YVAN															1,966
725	BROCHU	AURÉLY															1,966
726	BROCHU	CHARLES-ETIENNE															1,966
4681	BROCHU	DANIEL															1,966
727	BROCHU	DANIEL															1,966
728	BROCHU	DONALD															1,966
4682	BROCHU	FREDERIQUE															1,966

Montréal, Maine & Atlantic Casafid Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Form (Note 1)										Total	100% (Amount Paid) (Note 4)						
			Schedule 1 - Claiming damages resulting from death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Income, (H) Damages for Loss of Life or Property, (I) Damages for Property, (J) Business Damages, (K) Other Damages	(N) Other Damages	(P) Other Damages as a Result of the July 6, 2013 6, 2013 Displacement (Revised Claim) (Unrevised Claim)	(R) Other Damages as a Result of the July 6, 2013 6, 2013 Displacement (Revised Claim) (Unrevised Claim)	(S) Other Damages as a Result of the July 6, 2013 6, 2013 Displacement (Revised Claim) (Unrevised Claim)	(T) Other Damages as a Result of the July 6, 2013 6, 2013 Displacement (Revised Claim) (Unrevised Claim)									
729	BROCHU	GABRIEL																101,000	4,392	
730	BROCHU	JOCELYN																	175,000	2,795
4683	BROCHU	JULIEN																	75,000	2,396
731	BROCHU	HANON																	262,420	26,182
732	BROCHU	MARIE																	101,000	2,795
733	BROCHU	MARIE-EVE																	101,000	2,795
734	BROCHU	MICHEL																	175,000	45,536
735	BROCHU	PAUL																	101,000	2,795
736	BROCHU	PAUL																	175,000	45,536
737	BROCHU	RICHARD																	101,000	2,795
4685	BROCHU	SEBASTIEN																	101,000	2,795
738	BROUGHTON (D'UJOUR)	MONIQUE	10,000																201,000	3,594
739	BROUSSAU	CATHERINE																	76,985	2,396
4684	BROUSSAU	HEDY																	335,000	1,996
740	BROUSSAU	MARCEL																	135,000	23,766
741	BROUSSAU	MARCEL																	75,000	3,694
3370	BROUSSAU	MANDY																	162,000	4,392
742	BROUSSAU	ROBERTE																	180,190	1,996
743	BROUSSAU	JEAN																	100,000	1,996
744	BROUSSAU	MARCEL																	101,000	1,996
4686	BROUSSAU	MARCEL																	101,000	1,996
745	BROUSSAU	MONIQUE																	101,000	1,996
746	BROUSSAU	MONIQUE																	101,000	1,996
747	BROUSSAU	ISABELLE	375,000																75,000	1,996
748	BROUSSAU	CATHERINE																	175,000	23,766
749	BROUSSAU	DIANE																	500	1,996
750	BROUSSAU	JACQUES																	225,000	1,996
751	BROUSSAU	MARIE-HELENE																	110,000	1,996
752	BROUSSAU	PATRICK	10,000																225,000	1,996
753	BROUSSAU	ROBERT																	100,000	1,996
4688	BROUSSAU	SANDRA																	2,102,620	4,392
755	BROUSSAU	JEAN-RODOLPHE																	230,000	1,996
756	BROUSSAU	MICHELLE																	75,000	45,536
757	BROUSSAU	CLODINE																	102,000	3,694
758	BROUSSAU	DANNY																	175,000	1,996
759	BROUSSAU	MELODIE																	175,000	1,996
760	BROUSSAU	RUQUETTE																	175,000	1,996
761	BROUSSAU	MICHEL																	100,000	1,996
762	BROUSSAU	STYRIS																	4,000	1,996
763	BROUSSAU	MARC-ANTOINE																	325,000	1,996
764	BROUSSAU	THIBAUDE																	175,000	1,996
765	BROUSSAU	CAROL																	185,411	1,996
766	BROUSSAU	CLAUDIE																	175,000	1,996
767	BROUSSAU	CAROL																	175,000	1,996
768	BROUSSAU	LOUISE																	101,000	4,392
4689	BROUSSAU	LUCIEN																	101,000	4,392
770	BROUSSAU	STEVE																	101,000	4,392
771	BROUSSAU	SUZANNE																	160,000	1,996
772	BROUSSAU	BEATRICE																	160,000	1,996
		BRUNO																	101,000	2,795

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed In the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount Per Proof of Claim Filed (Note 1)										Total (Notes 1 & 2)					
			(A) Economic and Medical Damages	(B) Other Damages resulting from bodily injuries suffered by yourself	(C) Economic and Medical Damages resulting from bodily injuries suffered by someone else	(D) Other Damages resulting from bodily injuries suffered by yourself	(E) Economic and Medical Damages resulting from bodily injuries suffered by someone else	(F) Damages for Loss of Use of Property	(G) Damages for Loss of Income	(H) Other Damages	(I) Damages for Loss of Use of Property	(J) Damages for Loss of Use of Property		(K) Damages for Loss of Use of Property				
773	CAMPAGNA	MELANIE															100,000	1,995
774	CAMPAGNA	REJEAN															200,000	4,392
775	CAMPPEAU	DANIE															100,000	2,795
4660	CAMPPEAU	CHRISLANE															75,000	1,995
776	CAMPPEAU	JEAN															182,481	4,392
777	CAMPPEAU	JOCYEN															184,000	3,594
778	CAMPPEAU	MICHELLE															3,000	3,594
779	CAMPPEAU	MICHELLE															58,800	67,696
780	CAMPPEAU	RENÉE															50,000	3,594
781	CAMPPEAU	RENÉE															50,000	3,594
782	CAMPPEAU	RICHARD															190,000	4,392
783	CAMPPEAU	CHRISTEL															35,000	3,594
784	CARBAU	ANNICK															100,000	1,995
785	CARON	ANDRÉE-ANNE															275,000	1,995
786	CARON	MARIE-ANDRÉE															35,000	4,392
787	CARON	NORMANDE															100,000	1,995
788	CARRIER	AUDREY															275,000	1,995
789	CARRIER	ANDRÉE															100,000	1,995
790	CARRIER	CHANTAL															100,000	1,995
4091	CARRIER	ELISE															175,000	2,795
4092	CARRIER	FLORENCE															75,000	1,995
791	CARRIER	JACQUES															75,000	3,594
792	CARRIER	JULIE															100,000	2,795
793	CARRIER	LUCILLE															100,000	2,795
4093	CARRIER	MARLENE															100,000	4,392
794	CARRIER	MARTIN															100,000	1,995
795	CARRIER	MARTINE															75,500	1,995
796	CARRIER	NATALIE															100,000	1,995
4094	CARRIER	NICOLE															100,000	1,995
797	CARRIER	PATRICK															100,000	1,995
798	CARRIER	SYLVIE															100,000	1,995
799	CARRIER	THERÈSE															100,000	1,995
800	CASSIDY	NANCY															100,000	1,995
801	CASSIDY	ANGÈLE															100,000	1,995
802	CASTONGUAY	EMILIE															100,000	1,995
803	CASTONGUAY	FRANÇOIS															100,000	1,995
804	CASTONGUAY	MAXIME															100,000	1,995
805	CATY	GENÈVEVE															100,000	1,995
806	CELLARD	ALEX															100,000	1,995
807	CELLARD	SNOWEL															100,000	1,995
808	CELLARD	YVETTE															100,000	1,995
809	CERE-LALUMIERE	MARIE-DOUCE															100,000	1,995
810	CERE-LALUMIERE	MAILLÉE															100,000	1,995
811	CHARRON	ZIRE															100,000	1,995
812	CHARRON	MICHELLE															100,000	1,995
813	CHARRON	MICHELLE															100,000	1,995
814	CHAMPAGNE	ALEXANDRE															100,000	1,995
815	CHAMPAGNE	CLAUDE															100,000	1,995
816	CHAMPAGNE	FREDERIC															100,000	1,995
817	CHAMPAGNE	GASTON															100,000	1,995
818	CHAMPAGNE	GASTON															100,000	1,995
819	CHAMPAGNE	JEAN-LUC															100,000	1,995

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claim Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Ref 2)					
			Schedule 1 - Claim damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2 - Claim damages resulting from bodily injuries sustained by yourself. (C) Economic and (D) Other Damages	Schedule 3 - Claim damages resulting from bodily injuries sustained by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claim damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Material Damage to Property, (H) Damages for Loss of Use of Property, (I) Damages for Loss of Use of Property, (J) Business Damages Resulting from the Loss of Use of Property	Schedule 4 - Claim damages resulting from the death of a person or from bodily injuries. (K) Material Damage to Property, (L) Damages for Loss of Use of Property, (M) Other Damages	Schedule 5 - Claim Other Damages for Personal Injury or Death. (N) Claim Other Damages for Personal Injury or Death. (O) Claim Other Damages for Personal Injury or Death. (P) Claim Other Damages for Personal Injury or Death.	Schedule 6 - Claim Other Damages for Personal Injury or Death. (Q) Claim Other Damages for Personal Injury or Death. (R) Claim Other Damages for Personal Injury or Death.	Schedule 7 - Claim Other Damages for Personal Injury or Death. (S) Claim Other Damages for Personal Injury or Death. (T) Claim Other Damages for Personal Injury or Death.	Schedule 8 - Claim Other Damages for Personal Injury or Death. (U) Claim Other Damages for Personal Injury or Death. (V) Claim Other Damages for Personal Injury or Death.	Schedule 9 - Claim Other Damages for Personal Injury or Death. (W) Claim Other Damages for Personal Injury or Death. (X) Claim Other Damages for Personal Injury or Death.			Schedule 10 - Claim Other Damages for Personal Injury or Death. (Y) Claim Other Damages for Personal Injury or Death. (Z) Claim Other Damages for Personal Injury or Death.				
327	CHAMPAGNE	JOCELYNE															175,000	1,995	
328	CHAMPAGNE	MARIE																100,000	3,194
329	CHAMPAGNE	MARIE-RENE																100,000	2,996
4055	CHAMPAGNE	MELANIE																81,580	2,795
323	CHAMPAGNE	RENEE																75,171	1,996
324	CHAMPAGNE	RICHARD																100,000	1,996
325	CHAMPAGNE	SAMUELYN																100,000	3,594
326	CHAMPAGNE	TOMMY																102,000	3,194
327	CHAMPAGNE	NATHALIE																202,000	3,594
328	CHAMPAGNE	ELIOT																100,000	1,996
329	CHAMPAGNE	JUSTIN																100,000	2,795
330	CHAMPAGNE	JUSTIN																100,000	2,795
331	CHAMPAGNE	JULIE																100,000	2,795
332	CHAMPAGNE	MICHEL																100,000	2,795
333	CHAMPAGNE	ROBERT																100,000	2,795
334	CHAMPAGNE	RYAN																100,000	4,392
335	CHAMPAGNE	CELINE																100,000	4,392
336	CHAMPAGNE	FRANCOIS																100,000	4,392
337	CHAMPAGNE	RENE																100,000	4,392
338	CHAMPAGNE	RENE																100,000	4,392
339	CHAMPAGNE	SANDRA																100,000	1,996
340	CHAMPAGNE	SYLVAIN																100,000	1,996
341	CHAMPAGNE	ANDRE																100,000	1,996
342	CHAMPAGNE	CLARE																100,000	1,996
343	CHAMPAGNE	MICHEL																100,000	1,996
4067	CHAMPAGNE	ARMAND																100,000	1,996
344	CHAMPAGNE	DENIS																100,000	1,996
345	CHAMPAGNE	ANDREE																100,000	1,996
346	CHAMPAGNE	MARIE-FRANCE																100,000	1,996
347	CHAMPAGNE	PATRICK																100,000	1,996
348	CHAMPAGNE	PIERRE																100,000	1,996
349	CHAMPAGNE	RECENT																100,000	1,996
350	CHAMPAGNE	SANDRINE																100,000	1,996
351	CHAMPAGNE	DANNY																100,000	1,996
352	CHAMPAGNE	C-HANTAL																100,000	1,996
353	CHAMPAGNE	DOMINIC																100,000	1,996
354	CHAMPAGNE	EVE																100,000	1,996
355	CHAMPAGNE	JACQUES																100,000	1,996
356	CHAMPAGNE	LUCIE																100,000	1,996
357	CHAMPAGNE	MANON																100,000	1,996
358	CHAMPAGNE	MARCO																100,000	1,996
359	CHAMPAGNE	MATTHEW																100,000	1,996
360	CHAMPAGNE	NANCY																100,000	1,996
361	CHAMPAGNE	NATHALIE																100,000	1,996
362	CHAMPAGNE	PAUL																100,000	1,996
363	CHAMPAGNE	FRANCOIS																100,000	1,996
364	CHAMPAGNE	SCARLETT																100,000	1,996
365	CHAMPAGNE	ANNIE																100,000	1,996
366	CHAMPAGNE	GILLES																100,000	1,996
367	CHAMPAGNE																	100,000	1,996
368	CHAMPAGNE																	100,000	1,996
369	CHAMPAGNE																	100,000	1,996
370	CHAMPAGNE																	100,000	1,996
371	CHAMPAGNE																	100,000	1,996
372	CHAMPAGNE																	100,000	1,996
373	CHAMPAGNE																	100,000	1,996
374	CHAMPAGNE																	100,000	1,996
375	CHAMPAGNE																	100,000	1,996
376	CHAMPAGNE																	100,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Rat #	Surname	Name	Amount per Proof of Claim Filed (Note 1)																	
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Medical Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Income (H) Damages for Loss of Property (I) Damages for Loss of Use of Property	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (J) Business Damages (K) Loss of Use of Property	(M) Other Damages	(N) Other Damages	Schedule 7 (O) Damages as a Result of the July 6, 2013 Damaged (Secured Claim) (P) Damages as a Result of the July 6, 2013 Damaged (Unsecured Claim)	(R) Damages as a Result of the July 6, 2013 Damaged (Secured Claim) (S) Damages as a Result of the July 6, 2013 Damaged (Unsecured Claim) (T) Damages as a Result of the July 6, 2013 Damaged (Secured Claim) (U) Damages as a Result of the July 6, 2013 Damaged (Unsecured Claim)	Total	Total (Estimated) (Note 2)							
877	CHARRON	HELENE	375,000			175,000													175,000	3,584
878	CHARRON	LINDA				225,000													225,000	4,382
879	CHARTRAND	ESTERAN				325,000													325,000	4,382
880	CHARTRAND	LOVIA				100,000													100,000	2,795
881	CHARTRAND	SEBASTIEN				1,000													1,000	2,795
882	CHARTRAND	VANKA				6,000													6,000	3,584
4659	CRASSE	ANTHANY				75,000													75,000	3,584
4100	CRASSE	MATHIE				75,000													75,000	3,584
4487	CRASSE	STEPHENS				75,000													75,000	3,584
883	CHAUVEITE	BENON				6,225													6,225	3,584
884	CHENEL	ANN-JOSEE				101,000													101,000	3,584
4101	CHENEL	ANNE-LOUISE				100,000													100,000	3,584
885	CHICONE	ALAIN				100,000													100,000	3,584
886	CHOCQUETTE	ALAIN				100,000													100,000	3,584
887	CHOCQUETTE	ALAIN				100,000													100,000	3,584
888	CHOCQUETTE	ALAIN				100,000													100,000	3,584
889	CHOCQUETTE	ALAIN				100,000													100,000	3,584
890	CHOCQUETTE	ALAIN				100,000													100,000	3,584
891	CHOCQUETTE	ALAIN				100,000													100,000	3,584
892	CHOCQUETTE	ALAIN				100,000													100,000	3,584
893	CHOCQUETTE	ALAIN				100,000													100,000	3,584
894	CHOCQUETTE	ALAIN				100,000													100,000	3,584
895	CHOCQUETTE	ALAIN				100,000													100,000	3,584
896	CHOCQUETTE	ALAIN				100,000													100,000	3,584
897	CHOCQUETTE	ALAIN				100,000													100,000	3,584
898	CHOCQUETTE	ALAIN				100,000													100,000	3,584
899	CHOCQUETTE	ALAIN				100,000													100,000	3,584
900	CHOCQUETTE	ALAIN				100,000													100,000	3,584
901	CHOCQUETTE	ALAIN				100,000													100,000	3,584
902	CHOCQUETTE	ALAIN				100,000													100,000	3,584
903	CHOCQUETTE	ALAIN				100,000													100,000	3,584
904	CHOCQUETTE	ALAIN				100,000													100,000	3,584
905	CHOCQUETTE	ALAIN				100,000													100,000	3,584
906	CHOCQUETTE	ALAIN				100,000													100,000	3,584
907	CHOCQUETTE	ALAIN				100,000													100,000	3,584
908	CHOCQUETTE	ALAIN				100,000													100,000	3,584
10016	CHOCQUETTE	ALAIN				100,000													100,000	3,584
14688	CHOCQUETTE	ALAIN				100,000													100,000	3,584
909	CHOCQUETTE	ALAIN				100,000													100,000	3,584
910	CHOCQUETTE	ALAIN				100,000													100,000	3,584
911	CHOCQUETTE	ALAIN				100,000													100,000	3,584
912	CHOCQUETTE	ALAIN				100,000													100,000	3,584
913	CHOCQUETTE	ALAIN				100,000													100,000	3,584
914	CHOCQUETTE	ALAIN				100,000													100,000	3,584
915	CHOCQUETTE	ALAIN				100,000													100,000	3,584
916	CHOCQUETTE	ALAIN				100,000													100,000	3,584
917	CHOCQUETTE	ALAIN				100,000													100,000	3,584
918	CHOCQUETTE	ALAIN				100,000													100,000	3,584
919	CHOCQUETTE	ALAIN				100,000													100,000	3,584
920	CHOCQUETTE	ALAIN				100,000													100,000	3,584
921	CHOCQUETTE	ALAIN				100,000													100,000	3,584
14105	CHOCQUETTE	ALAIN				100,000													100,000	3,584

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount Due Proof of Claim Filed (Note 1)				Total	Total Dividend Paid (Note 7)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages to Property	Schedule 2a - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages to Property	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages to Property	Schedule 3 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Use of Property, (H) Damages for Loss of Use of Income, (I) Other Damages to Property, (J) Damages for Loss of Use of Property, (K) Material Damages to Property, (L) Damages for Loss of Use of Property, (M) Business Damages not Resulting from the Loss of Use of Property, (N) Other Damages		
922	CLOUTIER	JACINTHE				180,000	180,000	1,896
923	CLOUTIER	JEAN		1,000		100,000	100,000	10,100
4103	CLOUTIER	JEAN-FRANCOIS				75,000	75,000	3,524
4489	CLOUTIER	JEAN-FRANCOIS				82,000	82,000	4,392
924	CLOUTIER	JUDE			7,000	200,000	200,000	2,795
925	CLOUTIER	KARINE		1,000		100,000	100,000	2,795
4104	CLOUTIER	LILY				75,000	75,000	1,996
926	CLOUTIER	MARCO		1,000		100,000	100,000	2,795
927	CLOUTIER	MARCO-JOSÉE		1,000		225,000	225,000	1,996
928	CLOUTIER	MELINA				10,000	10,000	2,795
929	CLOUTIER	MICHEL		5,000		150,000	150,000	2,795
930	CLOUTIER	MICHEL				150,000	150,000	2,795
931	CLOUTIER	PIERRE				150,000	150,000	1,996
932	CLOUTIER	SEBASTIEN			1,000	100,000	100,000	1,996
933	CLOUTIER	STRAS		6,300	16,640	175,000	177,940	26,162
934	CLOUTIER	THERÈSE				6,000	6,000	2,795
935	CLOUTIER	TRUDY				11,000	11,000	45,539
936	CLOUTIER-ROUDIC	ANTOINETTE		1,000		100,000	100,000	2,795
1840	CLOUTIER-GUÉRE	MARIELINE				1,900	1,900	25,383
937	CLOUTIER-GRENIER	CEDRIC		1,000		275,000	275,000	2,795
938	CLOUTIER-GRENIER	HENRY		1,000		275,000	275,000	2,795
4105	COLLARD	CLAUDE	100,000		500	75,000	75,500	1,996
941	COMPAGNAT	BERNARD				50,000	50,000	-
942	COMPAGNAT	CATHERINE				100,000	100,000	-
943	COMPAGNAT	LINA				155,000	155,000	4,392
944	COMPAGNAT	LOUISE				100,000	100,000	1,996
945	COMPAGNAT	ROBERT				225,000	225,000	1,996
946	COMPAGNAT	NICOLE				155,000	155,000	4,392
947	COMPAGNAT	LOUISE				100,000	100,000	1,996
949	COMTOIS	CONSTANCE				100,000	100,000	1,996
950	COPIN	LEO				200,000	200,000	1,996
951	COPIN	THIERRY				75,000	75,000	1,996
952	COPIN	ANGELICA				200,000	200,000	1,996
953	CORMIER	GABRIEL				75,000	75,000	1,996
954	CORMIER	ISABELLE				100,000	100,000	1,996
955	CORMIER	LIANA				75,000	75,000	1,996
956	CORMIER	MARIE-MAUDE				75,000	75,000	1,996
957	CORMIER	NANCY				75,000	75,000	1,996
958	CORMIER	PAUL-AMÉ				75,000	75,000	1,996
959	CORMIER	ETIENNE				175,000	175,000	3,594
960	CORMIER-RHEAUME	MAYA				261,040	261,040	2,396
961	CORMIER-RHEAUME	ARLENE				175,000	175,000	2,396
962	CORMIER-RHEAUME	RYAN				10,000	10,000	3,594
963	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
964	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
965	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
966	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
967	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
968	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
969	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
970	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
971	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
972	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
973	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
974	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
975	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
976	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
977	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
978	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
979	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
980	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
981	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
982	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
983	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
984	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
985	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
986	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
987	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
988	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
989	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
990	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
991	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
992	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
993	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
994	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
995	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
996	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
997	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
998	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
999	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1000	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1001	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1002	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1003	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1004	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1005	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1006	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1007	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1008	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1009	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1010	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
1011	CORMIER-RHEAUME	YVES				10,000	10,000	3,594
985	COTE	ARMAND				100,000	100,000	1,996
986	COTE	BENJAMIN				75,000	75,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed In the CGAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claims Filed (Note 1)										Total	Value (Based on Proof of Claims)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2 - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 28 - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 2A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Personal Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Income (J) Other Damages	Schedule 2B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (K) Business Damages (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Income (N) Other Damages	Schedule 7 (O) Other Damages for Damages as a Result of the July 6, 2011 Earthquake (Second Class) (Advanced Claims)	Schedule 7 (P) Other Damages for Damages as a Result of the July 6, 2011 Earthquake (Second Class) (Advanced Claims)							
966	COTÉ	CAROLE													183,000	4,392
967	COTÉ	CHANTAL													103,000	1,664
968	COTÉ	CONSTANCE													64,000	3,564
969	COTÉ	DAVIS													75,000	3,564
970	COTÉ	DOMINICK													101,000	2,796
971	COTÉ	FANNY													182,250	2,796
972	COTÉ	FRANÇOISE													75,000	3,564
973	COTÉ	FRANÇOIS													106,000	1,996
974	COTÉ	GREGOIR													261,421	25,363
975	COTÉ	GISELE	375,000												335,000	1,996
976	COTÉ	GISELE													550,000	1,996
977	COTÉ	HELENE													300	2,796
978	COTÉ	JACQUELINE													185,000	1,996
979	COTÉ	JACQUELINE													103,000	3,594
980	COTÉ	JEAN-FRANÇOIS	10,000												831,540	55,709
981	COTÉ	JEAN-FRANÇOIS													227,000	2,796
982	COTÉ	JOEL													201,000	4,392
983	COTÉ	JOEL													101,000	3,594
984	COTÉ	KHANNE													75,000	3,594
985	COTÉ	JUSTIN													101,000	3,594
986	COTÉ	LEOPOLD													201,000	3,594
987	COTÉ	LUCIE													106,000	1,996
988	COTÉ	MALORY													75,000	3,594
989	COTÉ	MARIE-CHRISTINE													106,000	1,996
990	COTÉ	MOLLY													75,000	3,594
991	COTÉ	NOELLA													106,000	1,996
992	COTÉ	PAULINE													106,000	1,996
993	COTÉ	RENE													183,000	47,932
994	COTÉ	RENE													178,990	3,594
995	COTÉ	RICHARD													178,990	3,594
996	COTÉ	ROXANNE													75,000	1,996
997	COTÉ	SAMANTHA													101,000	2,396
998	COTÉ	SERGE													106,000	1,996
999	COTÉ	STEPHANE													106,000	1,996
1000	COTÉ-PLANTÉ	SILVIE													58,000	4,392
1001	COUET	PRISCILLE													75,000	3,594
1002	COUET	LOUIS													100,000	1,996
1003	COUETTE	MARYSE													200,000	1,996
1004	COUETTE	REJANE													275,000	2,796
1005	COUETTE	AUDREY													220,117	45,146
1006	COUETTE	CLAUDE													178,990	3,594
1007	COUETTE	ISABELLE													58,000	4,392
1008	COUETTE	ROGER													60,000	3,594
1009	COULONBE	REJANE													100,000	2,796
1010	COULONBE	MARIE													8,125	25,363
1011	COULONBE	MARTHE													183	1,996
1012	COULONBE	STÉPHAN													110,000	1,996
1013	COULONBE	ALAIN													75,500	1,996
1014	COULONBE	ALAIN													75,500	3,594
1015	COULONBE	ALAIN													78,500	3,594
1016	COULONBE	ALINE													212,000	1,996

Mention, Maline & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount Per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages	Schedule 2a - Claiming damages resulting from bodily injuries suffered by yourself. (B) Other Damages	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (D) Economic and Medical Damages	Schedule 2c - Claiming damages resulting from the death of a person or from bodily injuries. (C) Medical Damages to Property	(E) Damages for Loss of Use of Property	(F) Damages for Loss of Use of Income	(G) Other Damages	(H) Damages for Loss of Use of Property	(I) Business Damages Resulting from the Loss of Use of Property	(J) Other Damages					
1007	COUTURE	ANDRE		101,000							100,000					20,000	2,396
1008	COUTURE	ANNABELLE								1,000						101,000	1,996
1009	COUTURE	ANNE-MORIE								2,112						21,112	1,996
4123	COUTURE	AUDREY														75,000	55,709
1010	COUTURE	BERNARD														201,000	4,392
1011	COUTURE	BERNARD														202,000	4,392
1012	COUTURE	BRANDON														218,000	3,694
1013	COUTURE	BROUD														151,000	3,694
1014	COUTURE	CANILLE														101,000	1,996
1015	COUTURE	CHARLES														101,000	3,694
1016	COUTURE	CHARLES														101,000	3,694
4117	COUTURE	CLAUDE														201,000	4,392
4114	COUTURE	CLAUDE														101,000	1,996
1018	COUTURE	DANIEL														50,862	1,996
1019	COUTURE	DENIS														75,000	1,996
1020	COUTURE	DIANE														176,100	2,396
1021	COUTURE	DIANE														125,000	26,162
1022	COUTURE	DOMINIC														184,500	4,392
1023	COUTURE	EMILIE														101,000	3,694
1024	COUTURE	ESTELLE														101,000	1,996
1025	COUTURE	ESTELLE														102,000	2,396
4116	COUTURE	FERNANDE														201,000	3,694
1026	COUTURE	FERNANDO														75,000	2,765
1027	COUTURE	FLORETTE														201,000	4,392
1028	COUTURE	GABRIEL														8,292	1,996
1029	COUTURE	GABRIELLE														101,000	1,996
1031	COUTURE	GASTON	375,000													375,000	8,385
1032	COUTURE	GERALD														101,000	1,996
1033	COUTURE	GERMAN														101,000	1,996
1034	COUTURE	GUYLAINE														101,000	1,996
4124	COUTURE	GUYLAINE														101,000	1,996
1035	COUTURE	HUGUETTE														101,000	4,392
3966	COUTURE	JANE														100,000	-
1036	COUTURE	JASON														100,000	1,996
1037	COUTURE	JEANNINE														100,000	55,709
1038	COUTURE	JOCELYNE														75,000	2,795
1039	COUTURE	JORANE														254,000	7,996
1040	COUTURE	KATARINA														278,000	3,594
1041	COUTURE	LAURENCE														101,000	2,396
1042	COUTURE	LAURINE														100,000	2,795
4118	COUTURE	LINDA														278,000	3,594
1043	COUTURE	LISE														100,000	1,996
1044	COUTURE	LOUIS GERMAIN														93,300	77,419
1045	COUTURE	LOUIS GERMAIN														202,000	2,795
1046	COUTURE	MANK														100,000	3,694
1048	COUTURE	MARGUERITE														100,000	1,996
1049	COUTURE	MARGUERITE														100,000	1,996
1050	COUTURE	MARTIN														12,000	2,795
1051	COUTURE	MARTIN														401,000	3,694
4119	COUTURE	MARTIN														75,000	1,996
1052	COUTURE	MARYSE														401,600	4,392

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surnames	Names	Amount per Proof of Claim Filed (Note 1)										Total	Total (Including Paid) (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and (B) Other Damages Related Damages	Schedule 21 - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages Related Damages	Schedule 28 - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages Related Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Medical Damages to Property (H) Medical Damages to Property (I) Damages by Loss of Use of Property (J) Damages by Loss of Use of Property (K) Other Damages	(L) Other Damages	(M) Other Damages	(N) Other Damages	(O) Other Damages	(P) Other Damages	(Q) Other Damages					
1053	COUTURE	MAURICE							100,000							100,000	1,996
1054	COUTURE	MAXIME						1,000								1,000	1,996
1055	COUTURE	MICHEL						1,000								1,000	1,996
1056	COUTURE	RICHEDINE						1,000								1,000	1,996
1058	COUTURE	RANCT						1,000								1,000	1,996
1059	COUTURE	ANTHILLA						1,000								1,000	1,996
1061	COUTURE	RAYMOND						1,000								1,000	1,996
1062	COUTURE	REYNAUD						1,000								1,000	1,996
1063	COUTURE	REYNAUD						80,600								80,600	55,709
1064	COUTURE	RICHARD	375,000													375,000	33,840
1065	COUTURE	RICHARD						10,250								10,250	2,795
1066	COUTURE	RITA						3,000								3,000	2,795
1067	COUTURE	ROGER						1,000								1,000	2,795
1068	COUTURE	ROSSEANGE						4,360								4,360	1,996
1069	COUTURE	ROBERT															2,396
1070	COUTURE	SONIA															33,840
1071	COUTURE	SUCCESION DE ESSELE															33,840
1072	COUTURE	SILVAIN															1,996
1073	COUTURE	SYLVE						1,000								1,000	1,996
1074	COUTURE	THALY															1,996
1075	COUTURE	THEODRICK															1,996
1076	COUTURE	THERESE						19,120								19,120	4,392
1077	COUTURE	TRISTAN						1,000								1,000	3,594
1078	COUTURE	TRISTAN															1,996
4465	COUTURE	VNCENT															1,996
1079	COUTURE	YVON															2,396
1079	COUTURE	JEANNETTE															33,840
1080	COUTURE	RACHEL															1,996
1081	COUTURE	ISABEL															4,392
1082	COUTURE	VANASSE															3,594
4487	CUSTEAU	MARCIENNE															1,996
4488	CUSTEAU	ALEXANDRE															1,996
1083	CUSTEAU	ANTHONY															1,996
1084	CUSTEAU	FRANCE															1,996
1085	CUSTEAU	FRANCE															1,996
1086	CUSTEAU	FRANCE	375,000														1,996
1087	CUSTEAU	JEAN-FRANCOIS															1,996
4489	CUSTEAU	JEAN-PHILIPPE															1,996
1089	CUSTEAU	KEVIN															1,996
1097	CUSTEAU	DELORE															1,996
1098	CUSTEAU	DANGLÉ															1,996
1099	CUSTEAU	DANIEL															1,996
1100	CUSTEAU	ALAIN															1,996
1101	CUSTEAU	BLANCHE															1,996
4128	CUSTEAU	FRANCE															1,996
4129	CUSTEAU	LAURENNE															1,996
4130	CUSTEAU	LAURENNE															1,996
1101	CUSTEAU	LUDOVIC															1,996
1101	CUSTEAU	ROBERT															1,996
1101	CUSTEAU	ROBERT						16,627								16,627	55,709

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 1)				
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (G) Medical Damages to Property (H) Medical Damages to Person (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Business (K) Damages for Loss of Use of Real Property (L) Damages for Loss of Use of Intellectual Property (M) Other Damages	Schedule 7 (N) Claim for Damages as a Result of the July 6, 2013 Development (O) Damages as a Result of the July 6, 2013 Development (P) Damages as a Result of the July 6, 2013 Development (Q) Damages as a Result of the July 6, 2013 Development (R) Damages as a Result of the July 6, 2013 Development (S) Damages as a Result of the July 6, 2013 Development (T) Damages as a Result of the July 6, 2013 Development (U) Damages as a Result of the July 6, 2013 Development (V) Damages as a Result of the July 6, 2013 Development (W) Damages as a Result of the July 6, 2013 Development (X) Damages as a Result of the July 6, 2013 Development (Y) Damages as a Result of the July 6, 2013 Development (Z) Damages as a Result of the July 6, 2013 Development											
1102	DALLARE	SANDRA															297,869	1,996
1103	DALLARE	SUZANNE															101,000	3,594
4125	DALLARE	SYLVIE															75,000	46,558
4131	DALLARE	YRIGLE															75,000	1,899
1104	DANSEREAU	BERTHER															175,000	3,594
1105	DANSEREAU	GAETAN															101,000	4,392
1107	DANSEREAU	CEO															101,000	2,396
1108	DANSEREAU	LYDENE															175,000	46,334
1109	DANSEREAU	REGINA															111,000	3,594
1110	DELAJE ROBERT	DOUQUINE															103,000	3,594
1111	DELAJE ROBERT	MICHELLE															179,000	2,795
1112	DELisle-CAMPAGNA	MARCELLE	10,000														202,000	2,795
1113	DEMERS	ADONIA															102,000	2,795
1114	DEMERS	ALEX															200,000	3,594
1115	DEMERS	BERNARD															202,000	2,795
1116	DEMERS	FRANCOIS															200,000	3,594
1117	DEMERS	FREDERIC															202,000	2,795
1118	DEMERS	JAROD															200,000	3,594
4132	DEMERS	JEAN															202,000	2,795
1119	DEMERS	JEAN YVES															75,000	2,795
1121	DEMERS	LUSETTE															202,000	2,795
1122	DEMERS	REBECCA															18,000	2,795
1123	DEMERS	RENE YVES															202,000	2,795
1124	DEMERS-BILAS	GISELE															182,200	46,334
1125	DEMAULT	JOHANNE															130,000	1,996
1126	DENIS	FRANCINE															117,000	2,795
1128	DENOY	GINETTE															123,208	23,288
1129	DESBENS	DIANE															100,000	1,996
1130	DESCHENES	LAVAIL															175,000	4,392
1131	DESCHEVER	LEON															252,500	45,536
1132	DESCHEVER	LINDA															175,000	3,594
1133	DESPOSES	DAMIAN															175,000	3,594
1134	DESPOSES	GABRIELLE															175,000	1,996
1135	DESPOSES	MARC															175,000	4,133
1137	DESPOSES	XAVIER															100,000	1,996
1138	DESPOSES	MARC-ANTOINE															175,000	3,594
1139	DESJARDINS	ANGELIE															100,000	1,996
1140	DESJARDINS	ANGELIE															100,000	2,795
1141	DESJARDINS	JACINTHE															175,000	2,795
1142	DESJARDINS	LOUISE															101,000	2,795
4133	DESROSES	ISABELLE															101,000	2,795
4134	DESROSES	ISABELLE															100,000	1,996
4135	DESROSES	ISABELLE															100,000	1,996
1144	DESROCHERS	SUZETTE															78,750	1,996
4901	DESROCHERS	STEPHANE															75,000	2,795
1146	DESTREMPES	SUZANNE															101,000	3,594
4597	DEVAULT	REAL															101,000	3,594
1147	DONELLE	MIREILLE															75,000	2,795
1148	DONELLE	VALERIE															179,335	3,594

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (1) Unintentional (2) Other Damages Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (1) Unintentional (2) Other Damages Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (1) Unintentional (2) Other Damages Medical Damages	Schedule 3A - Claiming damages sustained by an individual, other than those resulting from the death of a person or from bodily injuries. (1) Medical Damages to Property (2) Damages by Loss of Use of Property (3) Damages by Loss of Income (4) Other Damages	Schedule 3B - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries. (1) Unintentional (2) Other Damages Medical Damages	Schedule 7 (1) Claim Other than a Claim for Damages as a Result of the July 17, 1997 Disaster (Unrecovered Claim) (2) Claim Other than a Claim for Damages as a Result of the July 17, 1997 Disaster (Scheduled Claim) by Wage Earner	Total Damages Paid (Note 2)
1149	DMELLE	YVAN				1,000	100,000	102,000	2,765
1150	DION	LUC				158	2,300	2,450	25,363
1151	DIONNE	FRANCOIS					50,000	50,000	1,696
1152	DIONNE	MARIE	375,000					375,000	5,669
1153	DODIER	ALEXANDRE				500	100,000	100,500	500
1154	DODIER	ALEXANDRE				101,000	100,000	201,000	3,594
1155	DODIER	CAROLE				101,000	525,000	626,000	3,594
1156	DODIER	REBECCHE				101,000	375,000	476,000	1,696
1157	DODIER	Sylvain				101,000	100,000	201,000	3,594
1158	DODIER	ZACKARY				101,000	100,000	201,000	3,594
1159	DODIER	ALICE				101,000	225,000	326,000	1,696
1160	DOSTIE	ANNE-MARIE				3,000	175,000	178,000	2,765
1161	DOSTIE	ANTONIE					175,000	175,000	1,696
1162	DOSTIE	CARMELLE					225,000	225,000	1,696
1163	DOSTIE	DOMINIQUE					125,000	125,000	1,696
1164	DOSTIE	EMILE					225,000	225,000	1,696
1165	DOSTIE	GENEVIÈVE					175,000	175,000	1,696
1166	DOSTIE	HENRI-PAUL					100,000	100,000	1,696
1167	DOSTIE	LEON					100,000	100,000	1,696
1168	DOSTIE	OLIVIER					100,000	100,000	1,696
1169	DOSTIE	RITA					225,000	225,000	1,696
1170	DOSTIE	ROSALIE					150,000	150,000	1,696
1171	DOSTIE	VERONIQUE					325,000	325,000	4,382
1172	DOSTIE	CAROL-ANN					100,000	100,000	1,696
1173	DOSTIE	ANNETTE					18,000	18,000	7,996
1174	DOYON	DOUSTIE-RUEL	375,000			700	175,500	375,700	4,113
1175	DOYON	CLAUDE				3,000	100,000	103,000	2,765
1176	DOYON	DIANE				1,000	100,000	101,000	3,594
1177	DOYON	EDITH				1,000	100,000	101,000	3,594
1178	DOYON	JARITHE				4,200	100,000	104,200	1,696
1179	DOYON	LUCIE					275,000	275,000	1,696
1180	DOYON	LUCIE					180,000	180,000	1,696
1181	DOYON	MARIE-FRANCE					175,000	175,000	1,696
1182	DOYON	MARIE-FRANCE					175,000	175,000	1,696
1183	DOYON	JOUE					161,500	161,500	1,696
1184	DOYON	ANNE					175,500	175,500	1,696
1185	DOYON	MARIE-FRANCE					25,000	25,000	1,696
1186	DOYON	CELINE					185,000	185,000	1,696
1187	DOYON	DAVID					185,000	185,000	1,696
1188	DOYON	DAVID					185,000	185,000	1,696
1189	DOYON	DAVID					185,000	185,000	1,696
1190	DOYON	DAVID					185,000	185,000	1,696
1191	DOYON	DAVID					185,000	185,000	1,696
1192	DOYON	DAVID					185,000	185,000	1,696
1193	DOYON	DAVID					185,000	185,000	1,696
1194	DOYON	DAVID					185,000	185,000	1,696
1195	DOYON	DAVID					185,000	185,000	1,696
1196	DOYON	DAVID					185,000	185,000	1,696
1197	DOYON	DAVID					185,000	185,000	1,696
1198	DOYON	DAVID					185,000	185,000	1,696
1199	DOYON	DAVID					185,000	185,000	1,696
1200	DOYON	DAVID					185,000	185,000	1,696

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by spouse. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages from the death of a person or from bodily injuries. (G) Material Damages to Property, (H) Damages for Loss of Use of Property, (I) Damages for Loss of Income, (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (K) Material Damages to Property, (L) Business Damages to Loss of Use of Property, (M) Other Damages	Schedule 7 (N) Claim Other Damages as a Result of the July 6, 2013 Devastation (Personal Claim) (N) Claim Other Damages as a Result of the July 6, 2013 Devastation (Business Claim) (N) Claim Other Damages as a Result of the July 6, 2013 Devastation (Spouse Claim)								
1201	DROUIN	NICKOLE		4,000			185,000								185,000	3,594
1202	DROUIN	RENEE-CLAUDE					225,000								225,000	1,996
1203	DROUIN	ROSALY					125,000								125,000	2,795
1205	DUBE	ANDRE	10,000				100,000								110,000	1,996
1206	DUBE	BERNIT		1,000			1,000								2,000	4,992
1207	DUBE	DOLCESE		1,000			100,000								101,000	1,996
1208	DUBE	ETIENNE					100,000								100,000	4,992
1210	DUBE	GILLES					100,000								100,000	4,992
1211	DUBE	CHRISTINE					100,000								100,000	1,996
1212	DUBE	CHRISTINE					100,000								100,000	1,996
1214	DUBE	JEANNE		1,000			100,000								101,000	4,392
1216	DUBE	BERNIE					75,000		2,000						77,000	33,940
1218	DUBE	LOUIS-PHILIPPE					75,000								75,000	1,996
1219	DUBE	RAYMONDE					100,000								100,000	1,996
1220	DUBE	CHARLOTTE		10,000			225,000								235,000	45,538
1221	DUBREUIL	LOUISE					225,000								225,000	25,000
1222	DUBREUIL	CHARLES					25,000								25,000	2,795
1223	DUBREUIL	EDOUARD					25,000		505						25,505	2,795
1224	DUBREUIL	ELIZABETH					110,000								110,000	1,996
1225	DUBREUIL	JACQUETTE					50,000								50,000	1,996
1226	DUBREUIL	JULIENNE		1,000			100,000		1,000						101,000	1,996
1227	DUBREUIL	LAELIA					25,000								25,000	2,795
1228	DUBREUIL	LAURENCE		1,000			100,000		1,000						101,000	1,996
1229	DUBREUIL	MICHAELA		1,000			100,000		1,000						101,000	1,996
1230	DUBREUIL	RICHARD		1,000			100,000		1,000						101,000	2,396
1231	DUBREUIL	YVON					100,000								100,000	1,996
1232	DUBREUIL	BERNADETTE		3,370			169,000								172,370	2,795
1240	DUBREUIL	BERNARD					35,000								35,000	1,996
1241	DUBREUIL	BRUNO					35,000								35,000	1,996
1242	DUBREUIL	GABRIEL					75,000								75,000	1,996
1243	DUBREUIL	JO-ANNE					1,500		163						1,663	1,996
1244	DUBREUIL	JOHANNE					35,000								35,000	1,996
1245	DUBREUIL	LEA		1,000			100,000		1,000						101,000	2,396
1246	DUBREUIL	NORMANDE					100,000								100,000	1,996
1248	DUBREUIL	CHRISTINA					100,000		1,000						101,000	1,996
1249	DUBREUIL	PASCAL					100,000								100,000	1,996
1250	DUBREUIL	LINDA					100,000								100,000	1,996
1251	DUBREUIL	CAROLINE		100,000			100,000								200,000	1,996
1252	DUBREUIL	MICHEL					100,000								100,000	1,996
1253	DUBREUIL	ANDRE		1,000			225,000		400						226,400	2,795
1254	DUBREUIL	CHANTAL					100,000								100,000	1,996
1255	DUBREUIL	GISELLE					175,000								175,000	1,996
1256	DUBREUIL	JESSIE					50,000								50,000	2,396
1257	DUBREUIL	KATHLEEN					175,000								175,000	4,392
1258	DUBREUIL	MICHELLE					50,000		500						50,500	2,190
1259	DUBREUIL	MARIE					100,000								100,000	1,996
1260	DUBREUIL	BERNIE					100,000								100,000	1,996
1261	DUBREUIL	CANILLE					100,000								100,000	1,996
1262	DUBREUIL	CHARLOTTE					100,000								100,000	1,996
1263	DUBREUIL	DAVID					100,000								100,000	1,996
1264	DUBREUIL	CHARLOTTE					100,000								100,000	1,996
1265	DUBREUIL	MARITHE					175,000		500						175,500	2,795
1266	DUBREUIL	MARIE					100,000								100,000	1,996
1267	DUBREUIL	MONIQUE					100,000								100,000	1,996

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount for Proof of Claim Filed (Note 1)											Total Dividend Paid (Note 2)					
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Medical Damages	Schedule 3A - Claiming damages suffered by an insured, or a spouse or non-body injury. From the death of a person or non-body injury. (G) Medical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or non-body injury. (K) Business Damages (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Income (N) Other Damages	Schedule 7 (R) Claim Other than a Claim for Damages as a result of a fire or explosion occurring on or after July 1, 2013 (Second Claim) (Uninsured Claim)	Schedule 7 (S) Claim Other than a Claim for Damages as a result of a fire or explosion occurring on or after July 1, 2013 (Second Claim) (Uninsured Claim)	Cost									
1264	DUMAS	NANCY															100,000	1,696	
1265	DUMAS	ODETTE																52,000	2,765
1266	DUMAS	PIERRE																650,000	1,996
1267	DUMAS	STIVE	375,000															100,000	1,996
1268	DUMONT	ROBER																92,000	2,795
1269	DUMONT	STIVE																100,000	1,996
1270	DUMONT	STIVE																177,000	2,795
1271	DUMONT	MARIEU																101,000	3,994
1272	DUMONT	MARIEU																75,900	1,996
1273	DUMONT	ROY																168,000	41,932
1274	DUPEREON	KARINE																101,000	2,795
1275	DUPEREON	REAL																101,000	2,795
1276	DUPONT	PIERRE																180,000	1,996
1277	DUPONT	ALYCIANE																101,000	2,795
1278	DUPONT	BERNARD																101,000	2,795
1279	DUPONT	CHRISTINA																180,000	45,536
1280	DUPONT	DENIS																180,000	2,795
1281	DUPONT	MARC																100,000	1,996
1282	DUPONT	MARIE PIER																75,410	1,996
1283	DUPONT	BRUNO																100,000	1,996
1284	DUPONT	ANNE																75,000	3,194
1285	DUPONT	ANTOINE																100,000	1,996
1286	DUPONT	DIANE																76,000	1,996
1287	DUPONT	ERIC																8,889	2,795
1288	DUPONT	JOHANNE																232,500	26,162
1289	DUPONT	KATHRYNA																100,000	1,996
1290	DUPONT	MARTINE																14,400	3,994
1291	DUPONT	MAXIME																25,000	3,996
1292	DUPONT	NOEL																102,000	1,996
1293	DUPONT	CLAUDE																100,000	1,996
1294	DUPONT	ALEX																100,000	1,996
1295	DUPONT	CLAIRE																100,000	1,996
1296	DUPONT	CLEMENT	4,000															100,000	1,996
1297	DUPONT	DANIEL																100,000	1,996
1298	DUPONT	FRANCOISE																100,000	1,996
1299	DUPONT	GABRIELLE																100,000	1,996
1300	DUPONT	GISELE																100,000	1,996
1301	DUPONT	HELENE																100,000	1,996
1302	DUPONT	JACQUELINE	10,000															110,100	1,996
1303	DUPONT	JEAN LUC	10,000															110,000	1,996
1304	DUPONT	JEFFREY	3,000															110,000	1,996
1305	DUPONT	JOANIE																110,000	1,996
1306	DUPONT	JOSE																110,000	1,996
1307	DUPONT	MARIE JOSEE	10,000															100,000	1,996
1308	DUPONT	MICHELLE																100,000	1,996
1309	DUPONT	MICHELLE																100,000	1,996
1310	DUPONT	PAULINE																100,000	1,996
1311	DUPONT	ROSE HELENE																100,000	1,996
1312	DUPONT	SARINA																100,000	1,996
1313	DUPONT	SEBASTIEN																100,000	1,996
1314	DUPONT	STEEVE																225,000	25,363

Monreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

R/F #	Surname	Name	Amount Per Proof of Claim Filed (Note 1)						Total	Total (Without Paid (Note 1))	
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages for Loss of Income Property (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Property	(K) Business Damages (L) Damages for Loss of Use of Property	(M) Other Damages			
1313	DUQUETTE	SYLVIO	5,000					10,000		15,000	1,995
1314	DUQUETTE	VANESSA						175,000		280,000	4,392
1315	DUQUETTE	YVES	10,000					20,000		290,000	1,995
1316	DUQUETTE	RIHA	5,000					175,000		175,558	3,594
1317	DUQUETTE	LISETTE		3,556				75,000		75,000	2,795
1318	DURAND	ANDRE						75,000		75,000	1,995
1319	DURAND	CAROLINE						100,000		100,000	1,995
1320	DURAND	CHARLAL						100,000		100,000	1,995
1321	DURAND	CHANTAL						100,000		100,000	1,995
1322	DURAND	FRANCOIS						100,000		100,000	1,995
1323	DURAND	FRANCOIS						100,000		100,000	1,995
1324	DURAND	GUY						100,000		100,000	1,995
1325	DURAND	JEAN-LUC						100,000		100,000	1,995
1326	DURAND	LOUISE						100,000		100,000	1,995
1327	DURAND	LUCE						100,000		100,000	1,995
1328	DURAND	MARIO						100,000		100,000	1,995
1329	DURAND	PATRICK						100,000		100,000	1,995
1330	DURAND	ROBERT						100,000		100,000	1,995
1331	DURAND	SARAH						100,000		100,000	1,995
1332	DURAND	SEBASTIEN						100,000		100,000	1,995
1333	DUROCHER	KRISTEL						100,000		100,000	1,995
1334	DUROCHER	YVES						100,000		100,000	1,995
1335	DUVAL	ALEXANDRE						100,000		100,000	1,995
1336	DUVAL	ISABELLE						100,000		100,000	1,995
1337	DUVAL	JACQUELINE						100,000		100,000	1,995
1338	DUVAL	JEAN-CLAUDE						100,000		100,000	1,995
1339	DUVAL	LISA						100,000		100,000	1,995
1340	DUVAL	MICHEL						100,000		100,000	1,995
1341	DUVAL	SWOONNE						100,000		100,000	1,995
1342	DUVAL	RACHID						100,000		100,000	1,995
1343	DUVAL	YOLANDE						100,000		100,000	1,995
1344	DUVAL	YOLANDE						100,000		100,000	1,995
1345	DUVAL	RACHID						100,000		100,000	1,995
1346	DUVAL	REAL						100,000		100,000	1,995
1347	DUVAL	SUZANNE						100,000		100,000	1,995
1348	DUVAL	MANON						100,000		100,000	1,995
1349	DUVAL	ERIC						100,000		100,000	1,995
1350	DUVAL	HENRI-PAUL						100,000		100,000	1,995
1351	DUVAL	ROBIN						100,000		100,000	1,995
1352	DUVAL	SARA						100,000		100,000	1,995
1353	DUVAL	GAIA						100,000		100,000	1,995
1354	DUVAL	MARC						100,000		100,000	1,995
1355	DUVAL	MARC-RENE						100,000		100,000	1,995
1356	DUVAL	LUCLINE						100,000		100,000	1,995
1357	DUVAL	DANIELLE						100,000		100,000	1,995
1358	DUVAL	LEOPOLD						100,000		100,000	1,995
1359	DUVAL	LUCLINE						100,000		100,000	1,995
1360	DUVAL	SUZANNE						100,000		100,000	1,995
1361	DUVAL	ALDANA						100,000		100,000	1,995
1362	DUVAL	MERESA						100,000		100,000	1,995
1363	DUVAL	MIRALEM						100,000		100,000	1,995
1364	DUVAL	OSMAN						100,000		100,000	1,995
1365	DUVAL	DANE						100,000		100,000	1,995

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Roll #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Roll #		
			Schedule 1 - Claiming damages resulting from the death of a person.	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injuries	Schedule 3B - Claiming damages resulting from the death of a person or from bodily injuries	(1) Damages for Loss of Use of Property	(2) Damages for Loss of Income	(3) Damages for Loss of Use of Property	(4) Damages for Loss of Use of Property	(5) Damages for Loss of Use of Property			(6) Damages for Loss of Use of Property	
1366	FERLAND	LOUSSELLE	10,000													1,996
1367	FERLAND	ROGER														2,706
1371	FILLON	ALINE														46,734
1372	FILLON	BANCA														1,996
4147	FILLON	BRUNDA														45,935
1373	FILLON	GAETIAN														77,100
1374	FILLON	LAURIER														4,392
1375	FILLON	LEITE														1,996
4148	FILLON	LOUSSETTIANE														1,996
1376	FILLON	LUCE														2,396
1029	FILLON	MARIE-ANTOINE														1,996
1377	FILLON	MARC-ETIENNE														2,396
1378	FILLON	MARCO														1,996
1379	FILLON	MARIE-CLAUDE														1,996
4149	FILLON	SARAH-AUDE														1,996
1380	FILLON	VICKY														1,996
1381	FILLON	YVON														1,996
1382	FILLON-CLOUTIER	SIMONNE														1,996
1384	FILLON	AUDREY														1,996
1385	FILLON	ERIC														1,996
1386	FILLON	GILLES														1,996
1387	FILLON	KELLY														1,996
1388	FILLON	LAURA														1,996
1389	FILLON	SANDY														1,996
1390	FILLON	SARA														1,996
1391	FILLON	VICKY														1,996
1394	FONTAINE	BRIGITTE														1,996
1395	FONTAINE	CAROLINE														1,996
4150	FONTAINE	DENISE														1,996
1395	FONTAINE	FERNANDE														1,996
1397	FONTAINE	MARIELE														1,996
1399	FONTAINE	MAURICE														1,996
1399	FONTAINE	MONIQUE														1,996
1400	FONTAINE	NORMAND														1,996
1401	FONTAINE	PIERRETTE														1,996
1402	FONTAINE	YVON														1,996
1403	FOREST	CAROLINE														1,996
1404	FOREST	EMMANUELLE														1,996
1405	FOREST	EMANUELLE														1,996
1406	FOREST	MICHAEL														1,996
1407	FOREST	NATASHA														1,996
1408	FOREST	RENE														1,996
1409	FORGET	STEPHANIE														1,996
1410	FORGET	ANTHONY														1,996
1411	FORGUE	ANNE-MARIE														1,996
1412	FORGUE	ANGELIQUE														1,996
1413	FORTEA	BERNARD														1,996
1414	FORTEA	RYAN														1,996
1415	FORTIER	CARUELLE														1,996
1416	FORTIER	CAROLE														1,996
1416	FORTIER	CHARLE														1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount per Proof of Claim Filed (Note 1)											Total	Total Dividend Paid (Note 7)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Medical Damages	Schedule 2 - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages Medical Damages	Schedule 28 - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Medical Damages	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person of firm bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, or of that business resulting from the death of a person of firm bodily injuries. (K) Medical Damages to Property (L) Damages for Loss of Use of Property (M) Damages for Loss of Income (N) Other Damages	(R) Claim Other than a Claim for Personal Injuries or Death (R1) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R2) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R3) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R4) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R5) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R6) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R7) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R8) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R9) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R10) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R11) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R12) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R13) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R14) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R15) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R16) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R17) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R18) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R19) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R20) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R21) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R22) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R23) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R24) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R25) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R26) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R27) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R28) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R29) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R30) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R31) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R32) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R33) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R34) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R35) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R36) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R37) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R38) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R39) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R40) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R41) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R42) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R43) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R44) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R45) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R46) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R47) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R48) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R49) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R50) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R51) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R52) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R53) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R54) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R55) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R56) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R57) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R58) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R59) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R60) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R61) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R62) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default (R63) Claim Other than a Claim for Personal Injuries or Death Result of the July 6, 2013 Default									
1417	FORTIER	CLAUDIANNE														25,000	1,996
1418	FORTIER	DANE														225,000	1,996
1419	FORTIER	DOMINIK														250,000	1,996
4506	FORTIER	ELYANNE														75,000	2,399
1420	FORTIER	FRANCINE														175,000	45,539
1421	FORTIER	FREDERIC														110,000	1,996
1422	FORTIER	GASTON														110,000	3,594
1423	FORTIER	ISABELLE	10,000													487,000	4,392
1424	FORTIER	JACQUES														200,000	1,996
1425	FORTIER	JEROME														325,000	3,594
1426	FORTIER	JEREMY														100,000	3,594
1427	FORTIER	JEROME														215,000	3,594
1428	FORTIER	JORANNE														115,000	1,996
1429	FORTIER	JORANNE														115,000	1,996
1430	FORTIER	LYAL JR														215,000	1,996
1431	FORTIER	LEONCE														317,627	1,996
1432	FORTIER	LINA														111,000	1,996
1433	FORTIER	LIVIA														100,000	2,399
1434	FORTIER	MARC														100,000	1,996
1435	FORTIER	MARC														125,639	3,594
1436	FORTIER	MARIE CLAUDE														55,000	1,996
1437	FORTIER	MARIE PAULIE														102,000	2,399
1438	FORTIER	MICHELLE														175,500	46,234
1439	FORTIER	MONIQUE														100,000	1,996
1440	FORTIER	PAMELA														175,500	1,996
1441	FORTIER	PAULINE														100,000	3,594
4507	FORTIER	PIER-ALEXIS														275,000	2,399
1442	FORTIER	RICHARD														75,000	2,399
1443	FORTIER	ROLAND														100,000	1,996
1444	FORTIER	STEVE														75,000	1,996
1445	FORTIER	SUZANNE														100,000	1,996
443	FORTIER BOLDUC	SUCCESSION DE COLETTE	6,500													140,000	4,392
1446	FORTIER	CLEMENCE														100,000	2,795
1447	FORTIER	RENEE														156,000	4,392
1448	FORTIER	ALAIN														75,000	4,392
1449	FORTIER	ANDRE														29,000	3,594
1450	FORTIER	CECILE														100,000	3,594
1451	FORTIER	CAROL														100,000	1,996
1452	FORTIER	DANNY														100,000	55,709
1453	FORTIER	DANNY														177,000	3,594
1454	FORTIER	DANNY														75,000	4,392
1455	FORTIER	EMMANUEL														61,295	4,392
1456	FORTIER	ELDENIE														100,000	1,996
1457	FORTIER	FRANCINE														100,000	1,996
1458	FORTIER	FREDERIC														100,000	1,996
1459	FORTIER	GERARD														179,310	3,594
1460	FORTIER	HELENE														100,000	1,996
1461	FORTIER	HUGUETTE														100,000	2,795
1462	FORTIER	ISOBELLE														100,000	1,996
1463	FORTIER	JEAN CLAUDE														207,000	13,975
1464	FORTIER	JEAN CLAUDE														100,000	2,795
1465	FORTIER	JEAN-YVES														100,000	1,996
1466	FORTIER	JOCELYN														100,000	1,996
1467	FORTIER	JOCELYN														1,797,623	1,996

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCMA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Main 1)				Total	Total (Main 2)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 2C - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (G) Business Damages (Loss of Income or Loss of Profit) (H) Damages for Loss of Use of Property (I) Other Damages		
4156	FORTIN	JOCELYN				75,000	75,000	75,000
4157	FORTIN	KAEEL		1,000		1,000	1,000	2,106
4158	FORTIN	KATHY RUCK				90,000	90,000	1,964
4159	FORTIN	LEOPOLD		1,000		100,000	101,000	1,966
4160	FORTIN	LINDA				35,000	35,000	2,165
4161	FORTIN	LUCIE		1,000	1,000	175,000	177,000	1,966
4162	FORTIN	MANON		1,000	1,000	100,000	102,000	3,624
4163	FORTIN	MARC-ANTOINE				175,000	175,000	2,105
4164	FORTIN	MAREK				175,000	175,000	3,594
4165	FORTIN	MARIE-CLAUDE				175,000	175,000	2,105
4166	FORTIN	MARIUS				175,000	175,000	3,594
4167	FORTIN	MARTINE		1,000		175,000	176,000	2,105
4168	FORTIN	MEDERIC				200,000	200,000	4,000
4169	FORTIN	MICHEL				75,000	75,000	1,966
4170	FORTIN	NAUEL				25,000	25,000	1,966
4171	FORTIN	NATHALIE		1,000	1,000	55,000	57,000	1,966
4172	FORTIN	NICOLAS				75,000	75,000	2,105
4173	FORTIN	NOELLA				100,000	100,000	2,105
4174	FORTIN	PAULINE		100,000		100,000	200,000	4,392
4175	FORTIN	RAYMONDE		1,000		175,000	176,000	2,105
4176	FORTIN	ROLAND				150,000	150,000	2,105
4177	FORTIN	ROLANDE		4,000		250,000	254,000	1,966
4178	FORTIN	SOLANGE	10,000	1,000		325,000	336,000	3,594
4179	FORTIN	STEVEN		100,000		100,000	200,000	2,105
4180	FORTIN	VALERIE		4,000		75,000	79,000	3,594
4181	FORTIN	YVAN		1,000		100,000	101,000	2,105
4182	FORTIN	ZACK		2,000		900,000	902,000	46,334
4183	FOUCHER	MARC		6,240		50,000	56,240	2,795
4184	FOURNIER	YVAN		2,000		135,000	137,000	2,795
4185	FOURNIER	SYLVIE		1,500		100,000	101,500	2,795
4186	FRANCOEUR	LUCIE		11,824		275,000	286,824	3,594
4187	FRANK	FRANCOEUR				100,000	100,000	2,105
4188	FRANK	JEAN DOMINIQUE	10,000	100,000		100,000	210,000	4,392
4189	FRANK	JEAN MARC	10,000	100,000		100,000	210,000	4,392
4190	FRANK	SUION				100,000	100,000	2,105
4191	FRANK	SUZIE				75,000	75,000	1,966
4192	FRANZ	EMMANUELLE				75,000	75,000	1,966
4193	FRANZ	JACQUELINE				100,000	100,000	2,105
4194	FREDETTE	MICHELLE				75,000	75,000	1,966
4195	FREDETTE	SOPHIE		4,650		75,000	79,650	2,795
4196	FREDETTE	GILLES		100,000		100,000	200,000	4,392
4197	FREDETTE	GILLES		5,900		75,000	80,900	3,594
4198	FREDETTE	ZOE				175,000	175,000	2,105
4199	GASBURY	KARNE				1,175,000	1,175,000	2,105
4200	GASBURY	ANDRE				175,000	175,000	2,105
4201	GASBURY	BOBBY				175,000	175,000	2,105
4202	GASBURY	DAVID		100,000		175,000	275,000	4,392
4203	GASBURY	DEBORAH				1,175,000	1,175,000	2,105
4204	GASBURY	JEAN MARC		500		100,000	100,500	2,105
4205	GASBURY	GILLES		12,400		175,000	187,400	3,594
4206	GASBURY	HENRI LOUIS				175,000	175,000	2,105

Montast, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCMA - Represented by Class Reps

Row #	Surname	Name	Amount and Proof of Claim Filed (Note 1)							Total	Total Deductible Paid (Note 2)	
			Schedule 1 - Claims damages resulting from the death of a person. (A) Environmental (B) Other Damages (C) Other Damages	Schedule 2A - Claims damages resulting from bodily injury suffered by a person. (D) Economic and (E) Other Damages	Schedule 2B - Claims damages resulting from bodily injury suffered by someone else. (F) Economic and (G) Other Damages	Schedule 3A - Claims damages suffered by an individual, other than those resulting from the death of a person or from bodily injury. (H) Material Damages in Property (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Business Damages (K) Other Damages	Schedule 3B - Claims damages suffered by a business, other than those resulting from the death of a person or from bodily injury. (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Business Damages (N) Other Damages	Schedule 7 (R) Claim Other than Claim for Personal Injury or Property Damage Result of the July 6, 2013 5, 2013 Displacement (Secured Claim) (S) Claim Other than Claim for Personal Injury or Property Damage Result of the July 6, 2013 5, 2013 Displacement (Unsecured Claim) (T) Claim Other than Claim for Personal Injury or Property Damage Result of the July 6, 2013 5, 2013 Displacement (By Right Claim)	Total			
1510	GABOURY	MARGHERITE					160,500				160,500	3,694
1511	GABOURY	MARIE		7,450			175,000				175,000	3,694
1512	GABOURY	MARIE		4,000			100,000				100,000	4,392
1513	GABOURY	MICHEL		1,000			100,000				100,000	13,915
1515	GABOURY	NOEL					250,000				250,000	22,165
1516	GABOURY	STEVEN		4,700			165,000				165,000	55,719
1517	GABOURY	STEVE	12,200				110,000				110,000	33,940
1518	GABOURY	WEBB		1,000			100,000				100,000	3,594
1519	GAGNE	ALAN					100,000				100,000	1,996
1520	GAGNE	AMIS					100,000				100,000	1,996
1521	GAGNE	CHARLAL					101,000				101,000	1,996
1522	GAGNE	DAVID	375,000				50,000				425,000	26,187
1523	GAGNE	LOUKA					175,000				175,000	1,996
1524	GAGNE	MARCELINE					175,000				175,000	26,187
1525	GAGNE	MARCELINE		7,947			100,000				100,000	1,996
1526	GAGNE	MARIE-PIER	360				80,000				80,000	1,996
1527	GAGNE	MATTHEW					100,000				100,000	1,996
1528	GAGNE	PHILIPPE					50,000				50,000	1,996
1529	GAGNE	STEPHANIE					100,000				100,000	2,396
1530	GAGNE	XAVIER		1,000			100,000				100,000	2,396
1531	GAGNE	XAVIER		1,000			100,000				100,000	2,396
1532	GAGNE DEVAULT	LOUISE					75,000				75,000	2,795
1533	GAGNE LATOUPPE	LILIANE					375,000				375,000	23,758
1534	GAGNE DROULIN	ANGELINE					100,000				100,000	3,594
1535	GAGNE-PHILIPPON	JULIE	375,000				175,000				550,000	1,996
1536	GAGNON	SYLVAIN		50,150			50,000				100,000	33,940
1537	GAGNON	ALICE		1,000			75,000				75,000	2,795
1538	GAGNON	AMELIE					100,000				100,000	1,996
1539	GAGNON	ANDRE					100,000				100,000	1,996
1540	GAGNON	ANDRE					100,000				100,000	1,996
1541	GAGNON	CLAUDIE					100,000				100,000	1,996
1542	GAGNON	CLAUDETTE					100,000				100,000	1,996
1543	GAGNON	DIANE					100,000				100,000	1,996
1544	GAGNON	ERIC					100,000				100,000	1,996
1545	GAGNON	EVA		1,000			100,000				100,000	2,795
1546	GAGNON	FREDERIC					100,000				100,000	1,996
1547	GAGNON	GENEVEVE					100,000				100,000	1,996
1548	GAGNON	GUILLAUME		1,000			100,000				100,000	2,795
1549	GAGNON	ISABELLE					100,000				100,000	1,996
1550	GAGNON	J-R LUC					100,000				100,000	1,996
1551	GAGNON	JACQUES					100,000				100,000	1,996
1552	GAGNON	JEAN CLAUDE		10,600			160,000				170,600	33,940
1553	GAGNON	JEAN-PAUL		3,000			175,000				178,000	2,795
1554	GAGNON	JEAN-PAUL		1,000			50,000				50,000	2,396
1555	GAGNON	JERRY					100,000				100,000	1,996
1556	GAGNON	MARION					100,000				100,000	1,996
1557	GAGNON	MARLENE					75,000				75,000	4,392
1558	GAGNON	MARLENE		1,000			100,000				100,000	1,996
1559	GAGNON	MARLENE		1,000			100,000				100,000	4,392
1560	GAGNON	MARLENE		1,000			100,000				100,000	4,392
1561	GAGNON	MARLENE					100,000				100,000	1,996
1562	GAGNON	MARLENE					100,000				100,000	1,996
1563	GAGNON	MARLENE		1,000			100,000				100,000	1,996
1564	GAGNON	MARLENE		1,000			100,000				100,000	1,996
1565	GAGNON	MATHAN					100,000				100,000	4,392
1566	GAGNON	PIER-Olivier		101,000			100,000	10,000			211,000	1,996

Roll #	Surname	Name	Amount per Proof of Claim Filed (Note 1)								Total	Total Damages (Note 7)						
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 2C - Claiming damages suffered from the death of a person or from bodily injuries. (G) Material Damages to Property and (H) Other Damages	Schedule 2D - Claiming damages suffered from the loss of income. (I) Damages for Loss of Income and (J) Other Damages	Schedule 2E - Claiming damages suffered from the loss of use of property. (K) Material Damages to Property and (L) Other Damages	Schedule 2F - Claiming damages suffered from the loss of use of property. (M) Economic Damages and (N) Other Damages	Schedule 2G - Claiming damages suffered from the loss of use of property. (O) Economic Damages and (P) Other Damages			Schedule 2H - Claiming damages suffered from the loss of use of property. (Q) Economic Damages and (R) Other Damages					
4169	GAGNON	PIER-OULVIER															75,000	1,996
1557	GAGNON	PIERRE LUC	375,000														425,000	
1558	GAGNON	ROBERT															101,000	2,795
4170	GAGNON	ROGER															75,875	2,795
1559	GAGNON	ROSALY															100,000	1,996
1581	GAGNON	STYLIE															200,500	2,795
1582	GAGNON	YAN															101,800	4,392
2383	GAGNON-LAVIGNE	LOU															25,000	2,795
1563	GAGNON-VERREULT	LEONIE															100,000	1,996
1564	GAGNON-VERREULT	JEAN-PHILIPPE															100,000	1,996
1565	GAGNON-LACROIX	JOSUIN															100,000	1,996
1566	GAGNON-LACROIX	JEROME															100,000	1,996
1567	GAGNON-LACROIX	STEPHANE															100,000	1,996
1569	GAGNON-LAVIGNE	TEA															112,000	2,795
1570	GAGNON-LAVIGNE	LEA															25,000	1,996
1571	GALLANT	LEO															100,000	1,996
1572	GALLANT	DIANE															41,500	1,996
1573	GALLANT	GABRIEL															175,000	1,996
1574	GALLANT	LOUISETTE															175,000	4,392
1575	GALLANT	LUCERNE															50,000	4,392
1576	GALLANT	RAPHAEL															250,000	41,932
1577	GAMACHE	LYNDA															100,000	4,392
1578	GAMACHE	MARIE-JULIE															175,000	4,392
1579	GARAND	EDEN															100,000	1,996
1580	GARAND	ISAAC															100,000	1,996
1581	GARAND	JOLIANNE															100,000	4,392
1582	GARAND	NACOMI															100,000	4,392
1583	GARAND	PENELOPE															100,000	4,392
1584	GARAND	STEPHANE															175,000	1,996
1585	GARANT	BENOIT	375,000														225,000	1,996
1586	GARANT	CATHERINE	10,000														100,000	1,996
1587	GARANT	EDITH	375,000														275,000	1,996
1588	GARANT	FERNAND															275,000	1,996
1589	GARANT	MICHIQUE															25,000	1,996
1590	GARANT	ROGER															75,000	1,996
4171	GAUCHER	GILLES															250,000	1,996
1591	GAUCHER	ANICK															25,000	1,996
1593	GAUDREAU	DIANE															100,000	1,996
1594	GAUDREAU	GASTON															100,000	1,996
1595	GAUDREAU	EDOUARD															275,000	1,996
1597	GAILLIN	MARCEL	2,000,000														250,000	1,996
1599	GAILLIN	MELISSA															25,000	1,996
1599	GAILLIN	MATHIEU															250,000	1,996
1600	GAILLIN	MICHELLE															25,000	1,996
1601	GAILLIN-TURCOTTE	ALAIN															275,000	1,996
1602	GAUTHIER	CHRISTIAN															125,000	1,996
4172	GAUTHIER	FRANCOIS															175,000	1,996
1604	GAUTHIER	FRANCOIS															175,000	1,996
1605	GAUTHIER	JEAN															275,000	4,392
1606	GAUTHIER	MADELINE															21,900	3,594
4308	GAUTHIER	MICHAEL															275,000	4,392
4173	GAUTHIER	MARJORIE															59,200	1,996
4173	GAUTHIER	MARJORIE															75,000	1,996

Mercantile, Meins & Adams, Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Form (Note 1)										Total	Total Dividend Paid (Note 1)		
			Schedule 1 - Claiming damages resulting from bodily injuries suffered from the death of a person. (A) Economic and Material Damages (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and Material Damages (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and Material Damages (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Personal Damages to Property (H) Personal Damages to Loss of Use of Property (I) Personal Damages to Loss of Use of Property (J) Business Damages to Loss of Use of Property (K) Other Damages to Loss of Use of Property	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (L) Damages for Loss of Use of Property (M) Business Damages to Loss of Use of Property (N) Other Damages to Loss of Use of Property	Schedule 7 (P) Claim Other Damages as a Result of the July 6, 2013 Declaration (Q) Damages (Secured Claim) (R) Claim Other Damages as a Result of the July 6, 2013 Declaration (Secured Claim) (S) Other Damages (by Major Estimator)								
1607	GAUTHIER-LANDIE	YAN		10,000										175,000	276,000	4,392
1608	GAUVIN	GUY		7,000										225,000	232,000	4,392
1609	GAUSSO	ISAAC		3,000										100,000	3,000	1,996
1610	GELINAS	BERNARD			1,000									175,000	101,000	1,996
1611	GELINAS	ROBERT												150,000	150,000	1,996
1612	GENIRON	CATHY		4,000										129,000	145,000	1,996
1613	GENIRON	ELEMENT												100,000	100,000	1,996
1614	GENIRON	ERIC	100	7,000										132,100	132,100	4,392
1615	GENIRON	FRANCOIS		1,000										100,000	101,000	1,996
1616	GENIRON	JEAN-GUY		1,000										100,000	101,000	1,996
1617	GENIRON	NATHALIE		1,000										100,000	101,000	1,996
1618	GENIRON	RICHARD												100,000	100,000	1,996
1619	GENIRON	SONIA												100,000	100,000	1,996
1620	GENIRON	STEPHE												100,000	100,000	1,996
1621	GENIRON	STEPHANIE												100,000	100,000	1,996
1622	GENIRON	STEVE												100,000	100,000	1,996
1623	GENIRON	YVAN												100,000	100,000	1,996
1624	GENIRON SAWARD	VIOLETTE	32,500	10,000	14,950									225,000	225,000	4,392
1625	GENESSE	JEAN-FRANCOIS	61,850	20,750						15,055				307,450	55,709	1,996
1626	GENESSE	ROSE-MARIE												130,000	130,000	1,996
1627	GENEST	HUBERT		2,000										75,000	77,000	1,996
1628	GENEST	MACELANE												100,000	100,000	1,996
1629	GERMAIN	STEPHANIE												177,120	177,120	2,795
1630	GIGUERE	AUDREY-ANN	211,000	35,195	42,320									175,000	100,000	1,996
1631	GIGUERE	CELINE												288,515	175,000	1,996
1632	GIGUERE	FRANCOIS		4,000										101,000	3,194	1,996
1633	GIGUERE	FRANCOIS		4,000										129,000	129,000	3,594
1634	GIGUERE	FRANCOIS		4,000										129,000	129,000	3,594
1635	GIGUERE	FRANCOIS		4,200										134,200	134,200	3,594
1636	GIGUERE	GILLES		1,000										101,000	101,000	3,594
1637	GIGUERE	GUY												125,000	33,940	1,996
1638	GIGUERE	MONIQUE		4,000										139,000	139,000	3,594
1639	GIGUERE	OLIVIER												75,000	75,000	2,795
1640	GIGUERE	OLIVIER												75,000	75,000	2,795
1641	GIGUERE	ROBERT	399,186											764,186	1,996	1,996
1642	GILBERT	ALINE		1,000										55,300	3,594	1,996
1643	GILBERT	CAROLINE												126,000	126,000	1,996
1644	GILBERT	CLAUDIA		5,000										53,000	28,363	1,996
1645	GILBERT	DONALD												30,000	30,000	3,594
1646	GILBERT	FRANCOIS												78,100	33,940	2,795
1647	GILBERT	FRANCOIS												132,000	132,000	2,795
1648	GILBERT	GABRIEL	1,975											176,951	4,392	1,996
1649	GILBERT	JACQUES		1,000										102,000	102,000	2,795
1650	GILBERT	JACQUES		1,000										102,000	102,000	2,795
1651	GILBERT	LUCAS		1,000										75,000	76,000	1,996
1652	GILBERT	LUCAS		7,000										181,000	181,000	4,392
1653	GILBERT	LYNNE												75,000	75,000	4,392
1654	GILBERT	OLIVIER		1,000										101,000	101,000	2,795
1655	GILBERT NADEAU	STEVAN		3,000										50,000	50,000	1,996
1656	GILBERT NADEAU	ELYSE		3,000										203,000	203,000	2,795

Medieval, Maine & Atlantic Canada Co.  
 Proof of Claims Filled in the CCAA - Represented by Class Reps

Row #	Surname	Name	Schedule 1 - Claiming Damages resulting from the death of a person.		Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself.		Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.		Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries.				Total Damages Paid (Note 2)	
			(A) Economic and National Damages	(B) Other Damages	(C) Economic and National Damages	(D) Other Damages	(E) Economic and National Damages	(F) Other Damages	(1) National Damages to Property	(2) Damages for Loss of Use of Property	(3) Damages for Loss of Use of Property	(4) Business Damages		(5) Other Damages
1656	GINGRAS	BERNARD											100,000	1,996
1657	GINGRAS	LUCIE											100,000	1,996
1658	GINGRAS	SERGE											100,000	2,395
1659	GRAND	ALEXANDRE											100,000	1,996
1660	GRAND	ELISABETH											100,000	1,996
1661	GRAND	FRANCOISE											100,000	1,996
1662	GRAND	JEAN											100,000	1,996
1663	GRAND	LYNN											100,000	1,996
1664	GRAND	MICHELE											100,000	1,996
1665	GRANDJEAN	STELINE											100,000	1,996
1666	GRANDJEAN	YVES											100,000	1,996
1667	GRANDJEAN	RYAN											100,000	1,996
1668	GRANDJEAN	ANABELLE											100,000	1,996
1669	GRANDJEAN	CHARLES											100,000	1,996
1670	GRANDJEAN	CYNTHIA											100,000	1,996
1671	GRANDJEAN	CLAIRE											100,000	1,996
1672	GRANDJEAN	CLAUDE											100,000	1,996
1673	GRANDJEAN	CLERMONT											100,000	1,996
1674	GRANDJEAN	DENIS											100,000	1,996
1675	GRANDJEAN	DIANE											100,000	1,996
1676	GRANDJEAN	GABRIEL											100,000	1,996
1677	GRANDJEAN	JACQUETTE											100,000	1,996
1678	GRANDJEAN	JACQUES											100,000	1,996
1679	GRANDJEAN	JESSICA											100,000	1,996
1680	GRANDJEAN	JOLYNE											100,000	1,996
1681	GRANDJEAN	JOSETTE											100,000	1,996
1682	GRANDJEAN	KAROLANE											100,000	1,996
1683	GRANDJEAN	LAURENCE											100,000	1,996
1684	GRANDJEAN	MANDY											100,000	1,996
1685	GRANDJEAN	MARIE CLAUDE											100,000	1,996
1686	GRANDJEAN	MAURICE											100,000	1,996
1687	GRANDJEAN	RAYMOND											100,000	1,996
1688	GRANDJEAN	RAYMOND											100,000	1,996
1689	GRANDJEAN	RAYMOND											100,000	1,996
1690	GRANDJEAN	RAYMOND											100,000	1,996
1691	GRANDJEAN	RAYMOND											100,000	1,996
1692	GRANDJEAN	RAYMOND											100,000	1,996
1693	GRANDJEAN	RAYMOND											100,000	1,996
1694	GRANDJEAN	RAYMOND											100,000	1,996
1695	GRANDJEAN	RAYMOND											100,000	1,996
1696	GRANDJEAN	RAYMOND											100,000	1,996
1697	GRANDJEAN	RAYMOND											100,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Regrouped by Class Reqs

File #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total Subtotal (Note 2)															
			(A) Economic and Material Damages from the death of a person	(B) Other Damages resulting from death of a person	(C) Economic and Material Damages resulting from bodily injuries suffered by someone else	(D) Economic and Material Damages resulting from bodily injuries suffered by yourself	(E) Economic and Material Damages resulting from bodily injuries suffered by yourself	(F) Damages for Loss of Use of Property	(G) Damages for Loss of Income	(H) Other Damages	(I) Material Damages (Property)	(J) Damages for Loss of Use of Property		(K) Business Damages (Loss of Use of Property)	(L) Other Damages	(M) Other Damages												
1699	GOBEL	ROLANDE							150	1,000																275,150	4,392	
1699	GOBOU	ANNEVE							10,000																		203,000	3,694
1701	GOBOU	EDITH							2,000	101,000																	175,000	3,694
1702	GOBOU	ELE																									213,000	13,975
1703	GOBOU	JEAN-GUY																									100,000	2,395
1704	GOBOU	JOWATHAN																									202,000	3,694
1705	GOBOU	RIK							350	10,000																	202,000	3,694
1706	GOBOU	MARC																									151,406	45,536
1707	GOBOU	MARIE-JOSEE																									100,000	3,694
1708	GOBOU	MARCO																									179,400	23,755
1709	GOBOU	MARCO																									101,000	13,975
1710	GOBOU	MARCO																									202,000	3,694
1711	GOBOU	MARCO																									213,000	13,975
1712	GOBOU	SCARLETT							2,000	101,000																	213,000	13,975
1713	GOBOU	SOLEN							12,000	101,000																	213,000	13,975
1714	GOBOU	VALERIE							2,000	101,000																	101,000	2,795
1715	GOBOU	CELINE																									100,000	1,996
1716	GOBOU	EDITH																									100,000	1,996
1717	GOBOU	DOANIC																									52,200	1,996
1718	GOBOU	DOANIC																									100,000	1,996
1719	GOBOU	ANDRE																									100,000	4,392
1720	GOBOU	CAMILLA																									85,000	1,996
1721	GOBOU	CLAUDETTE							4,000																		20,000	3,694
1722	GOBOU	DANE																									100,000	1,996
1723	GOBOU	EMERCK																									85,000	1,996
1724	GOBOU	EMILE																									100,000	1,996
1725	GOBOU	FRANCOIS																									100,000	1,996
1726	GOBOU	GAETANE																									210,000	2,395
1727	GOBOU	GISELE																									175,000	1,996
1728	GOBOU	ISABELLE																									175,000	1,996
1729	GOBOU	JEAN-LOUIS																									185,000	1,996
1730	GOBOU	JEAN-LOUIS																									100,000	1,996
1731	GOBOU	LAURENCE																									100,000	3,694
1732	GOBOU	LOUISE																									100,000	3,694
1733	GOBOU	MARYSE																									41,000	2,795
1734	GOBOU	MONIQUE																									100,000	2,795
1735	GOBOU	NATHALIE																									100,000	3,694
1736	GOBOU	PIERRE-ANTOINE																									102,000	1,996
1737	GOBOU	REXNAUD																									75,000	2,795
1738	GOBOU	ROBERT																									100,000	1,996
1739	GOBOU	STEPHEN																									100,000	1,996
1740	GOBOU	SYLVAIN																									75,000	1,996
1741	GOBOU	YVAN																									75,000	1,996
1742	GOBOU	YVES																									85,000	1,996
1743	GOBOU	REXNAUD																									35,000	2,395
1744	GOBOU	PIERRE-ANTOINE																									115,275	2,795
1745	GOBOU	REXNAUD																									176,000	2,795
1746	GOBOU	ROBERT																									385,000	47,133
1747	GOBOU	STEPHEN																									290,000	1,996
1748	GOBOU	SYLVAIN																									290,000	1,996
1749	GOBOU	YVAN																									271,665	77,479
1750	GOBOU	YVES																									75,000	4,392
1751	GOBOU	LOUISE																									247,770	46,334
1752	GOBOU	PIERRE-ANTOINE																									190,000	1,996
1753	GOBOU	REXNAUD																									190,000	1,996
1754	GOBOU	JEAN-LOUIS																									225,000	1,996

Montreal, Valin & Altabule Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Representatives

Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Material Damages	Schedule 2A - Claiming damages resulting from the death of a person. (C) Economic and Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a spouse, other than those resulting from the death of a person or from bodily injuries. (G) Material Damages (H) Damages by Loss of Use of Property (I) Damages by Loss of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a spouse, other than those resulting from the death of a person or from bodily injuries. (K) Damages by Loss of Use of Property (L) Damages by Loss of Income (M) Other Damages	Schedule 7 (N) Claim Other than a Claim for Damages as a Result of the July 17, 2013 6:28 AM Bombing (O) Claim Other than a Claim for Damages as a Result of the July 17, 2013 6:28 AM Bombing (Discovered Claims) (P) Claim Other than a Claim for Damages as a Result of the July 17, 2013 6:28 AM Bombing (Discovered Claims) by Wings East (Q) Claim Other than a Claim for Damages as a Result of the July 17, 2013 6:28 AM Bombing (Discovered Claims)	Total Damages Paid (Note 2)
4194	GOULET	LOUISE							19,996
4195	WARD	MARCEL							19,996
4196	GOULET	ROGER							170,000
1747	GOULET	SEBASTIEN							262,000
1748	GOULET-TARDIF	LORRAINE							101,000
1749	GOURDE	CHRISTIN							52,480
1750	BOYETTE	ROBERT							13,239
1751	GRANDMONT	MARTIN							250,600
1752	GRANT	LUCY							178,155
1753	GRIEK	LUCY							51,000
1754	GREEN	MARCO-ALEXANDRE							7,000
1755	GREEN	PASCAL							7,000
1756	GREEN	PIERRE							2,023
1757	GREGOIRE	ANTHONY							85,000
1758	GREGOIRE	ARIANE							100,000
4574	GREGOIRE	CAROLYNE							101,560
1759	GREGOIRE	CLAUDE							125,000
1760	GREGOIRE	DANIEL							275,000
4198	GREGOIRE	DAVID							75,000
1761	GREGOIRE	DAVID							100,000
1762	GREGOIRE	DAVID							200,000
1763	GREGOIRE	FREDERICK							100,000
1764	GREGOIRE	HELLY-ANN							4,818
1765	GREGOIRE	ISABELLE							1,500
1766	GREGOIRE	JEAN							100,000
1767	GREGOIRE	JULEN							100,000
1768	GREGOIRE	LAURIANNE							275,000
1769	GREGOIRE	MARTIN							100,000
1770	GREGOIRE	MATHIS							85,000
1771	GREGOIRE	MICHELLE							100,000
1772	GREGOIRE	RAYMOND							275,000
1773	GREGOIRE	SEBASTIEN							100,000
1774	GREGOIRE	SIMON							25,000
1775	GREGOIRE	SYLVAIN							100,000
1776	GREGOIRE	SYLVIE							100,000
1778	GREGOIRE	YANNICK							100,000
1779	GREGOIRE	YANNICK							100,000
1780	GREGOIRE	YVES							100,000
1781	GRENIER	ALAIN							1,500
1782	GRENIER	ALBERT							25,000
1783	GRENIER	ANGÈLE							100,000
1784	GRENIER	ANISIDE							100,000
1785	GRENIER	BERNARD							100,000
1786	GRENIER	CHARLOTTÉ							100,000
1787	GRENIER	CECILE							100,000
1788	GRENIER	CELINE							110,520
1789	GRENIER	CHRISTOPHE							35,000
1790	GRENIER	CLEMENT							235,000
1791	GRENIER	CLEMENT							111,000
1792	GRENIER	GENISE							100,000
1793	GRENIER	GENISE							145,000

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Roll #	Surname	Name	Amount per Proof of Claim Filed (Rolls 1-10)										Total	Total (Included) P/CL (Roll 2)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages (B) Other Damages	Schedule 2a - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and Medical Damages (D) Other Damages	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Medical Damages (F) Other Damages	Schedule 3a - Claiming damages from the death of a person or from bodily injuries. (G) Material Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Income (J) Other Damages	Schedule 3b - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (K) Business Damages (Loss of Use of Property) (L) Loss of Use of Property (M) Damages to Property (N) Material Damages to Property (O) Other Damages	Schedule 7 (P) Claim Other Damages as a Result of the July 6, 2013, 6, 2013 Default (Secured Claim) (Q) Claim Other Damages as a Result of the July 6, 2013, 6, 2013 Default (Unsecured Claim) (R) Claim Other Damages as a Result of the July 6, 2013, 6, 2013 Default (Secured Claim) by Wife (Survivor)									
1794	GRENIER	EMILIE	375,000													700,000	1,996
1795	GRENIER	ERNEST														101,000	2,396
1796	GRENIER	GRISLAINE														130,000	3,594
1797	GRENIER	GNETTIE														177,025	1,996
1798	GRENIER	GISELE														50,000	1,996
1799	GRENIER	ISAC														55,000	1,996
1800	GRENIER	JACQUES														114,150	2,795
1801	GRENIER	JENNY MARIE														101,000	3,594
1802	GRENIER	JEROME														101,000	1,996
1803	GRENIER	JESSIE														102,000	2,795
1804	GRENIER	JOSIE														102,000	2,396
1805	GRENIER	KARINE														102,000	3,594
1806	GRENIER	KARINE														154,000	3,594
1807	GRENIER	LOUIS-DENIS														101,000	2,396
1808	GRENIER	LOUIS-DENIS														101,000	1,996
1809	GRENIER	LUCILLE														1,300	1,996
1810	GRENIER	MARTIN														203,300	4,392
1811	GRENIER	MATIS														75,000	1,996
1812	GRENIER	MAURICE														126,000	4,392
1813	GRENIER	MAXIME														101,000	3,594
1814	GRENIER	NATHALIE														101,000	1,996
1815	GRENIER	NICOLAS														101,000	3,594
1816	GRENIER	NICOLAS														132,200	3,594
1817	GRENIER	OCCEANE														129,000	2,795
1818	GRENIER	PHILIPPE														101,000	1,996
1819	GRENIER	PIERRE														336,000	3,594
1820	GRENIER	PIERRE														178,000	2,795
1821	GRENIER	REAL														102,000	24,565
1822	GRENIER	ROSALIE														102,000	24,565
1823	GRENIER	SARAH MAUDE														100,000	1,996
1824	GRENIER	STEPHANE														101,000	-
1825	GRENIER	STEVEN														286,500	3,594
1826	GRENIER	STEVEN														35,000	1,996
1827	GRENIER	STYLVE														100,000	3,594
1828	GRENIER	THOMAS														110,000	3,594
1829	GRENIER	TONY														90,000	2,777
1830	GRENIER	WILFROOD														75,000	2,396
1831	GRENIER	YANNICK														75,000	4,392
1832	GRENIER	YANNICK														275,000	3,592
1833	GRENIER	ZORINE														101,000	4,392
1834	GRENIER	ALEXANDRE														101,000	2,396
1835	GRENIER	BERNARD														182,900	47,932
1836	GRENIER	ALEXANDRE														75,000	-
1837	GRENIER	ANDRE														101,000	3,594
1838	GRENIER	ANDRE														251,000	-
1839	GRENIER	ANNIE														150,000	3,594
1840	GRENIER	ANNIE														150,000	3,594
1841	GRENIER	ANNIE														150,000	3,594
1842	GRENIER	ERIC														16,120	16,120

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Roll #	Surname	Name	Amount per Proof of Claim Filed (Roll # 1)												Total	Total (Schedule 7) (Roll # 2)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and Medical Damages (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Medical Damages (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Use of Property (H) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (I) Economic Damages (J) Other Damages	Schedule 4 - Damages for Loss of Use of Property (K) Damages for Loss of Use of Property (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Property (N) Damages for Loss of Use of Property (O) Damages for Loss of Use of Property (P) Damages for Loss of Use of Property (Q) Damages for Loss of Use of Property (R) Damages for Loss of Use of Property (S) Damages for Loss of Use of Property (T) Damages for Loss of Use of Property (U) Damages for Loss of Use of Property (V) Damages for Loss of Use of Property (W) Damages for Loss of Use of Property (X) Damages for Loss of Use of Property (Y) Damages for Loss of Use of Property (Z) Damages for Loss of Use of Property								
1843	GRONJIN	GHSJIAN													350	3,584
1844	GRONJIN	JEAN-GUY					1,500		350							226,500
1845	GRONJIN	LEOPOLD														4,066
1846	GRONJIN	LOUIS						2,500					27,500			157,000
1847	GRONJIN	MARIE-THÉ														45,536
1848	GRONJIN	MARIE-THÉ														157,000
1849	GRONJIN	MARIE-THÉ														1,966
1850	GRONJIN	MARIE-THÉ														1,966
1851	GRONJIN	MARIE-THÉ														1,966
1852	GRONJIN	MARIE-THÉ														1,966
1853	GRONJIN	MARIE-THÉ														1,966
1854	GRONJIN	MARIE-THÉ														1,966
1855	GRONJIN	MARIE-THÉ														1,966
1856	GRONJIN	MARIE-THÉ														1,966
1857	GRONJIN	MARIE-THÉ														1,966
1858	GRONJIN	MARIE-THÉ														1,966
1859	GRONJIN	MARIE-THÉ														1,966
1860	GRONJIN	MARIE-THÉ														1,966
1861	GRONJIN	MARIE-THÉ														1,966
1862	GRONJIN	MARIE-THÉ														1,966
1863	GRONJIN	MARIE-THÉ														1,966
1864	GRONJIN	MARIE-THÉ														1,966
1865	GRONJIN	MARIE-THÉ														1,966
1866	GRONJIN	MARIE-THÉ														1,966
1867	GRONJIN	MARIE-THÉ														1,966
1868	GRONJIN	MARIE-THÉ														1,966
1869	GRONJIN	MARIE-THÉ														1,966
1870	GRONJIN	MARIE-THÉ														1,966
1871	GRONJIN	MARIE-THÉ														1,966
1872	GRONJIN	MARIE-THÉ														1,966
1873	GRONJIN	MARIE-THÉ														1,966
1874	GRONJIN	MARIE-THÉ														1,966
1875	GRONJIN	MARIE-THÉ														1,966
1876	GRONJIN	MARIE-THÉ														1,966
1877	GRONJIN	MARIE-THÉ														1,966
1878	GRONJIN	MARIE-THÉ														1,966
1879	GRONJIN	MARIE-THÉ														1,966
1880	GRONJIN	MARIE-THÉ														1,966
1881	GRONJIN	MARIE-THÉ														1,966
1882	GRONJIN	MARIE-THÉ														1,966
1883	GRONJIN	MARIE-THÉ														1,966
1884	GRONJIN	MARIE-THÉ														1,966
1885	GRONJIN	MARIE-THÉ														1,966
1886	GRONJIN	MARIE-THÉ														1,966
1887	GRONJIN	MARIE-THÉ														1,966
1888	GRONJIN	MARIE-THÉ														1,966

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Material Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (G) Damages for Loss of Use of Property (H) Damages for Loss of Income (I) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (J) Business Damages (K) Damages for Loss of Use of Property (L) Other Damages	Schedule 7 (M) Loss of Other Damages as a Result of the July 6, 2013 Default (N) Other Damages (Uninsured) (O) Loss of Other Damages as a Result of the July 6, 2013 Default (P) Loss of Other Damages (Uninsured) (Q) Loss of Other Damages as a Result of the July 6, 2013 Default (R) Loss of Other Damages (Uninsured) (S) Loss of Other Damages (Uninsured) (T) Loss of Other Damages (Uninsured) (U) Loss of Other Damages (Uninsured) (V) Loss of Other Damages (Uninsured) (W) Loss of Other Damages (Uninsured) (X) Loss of Other Damages (Uninsured) (Y) Loss of Other Damages (Uninsured) (Z) Loss of Other Damages (Uninsured)	Total (Note 7)
1888	GUERIN	LUCILLE				175,000			175,000
1890	GUERIN	MAURICE				175,000			175,000
1891	GUERIN	SYLVIE		1,118		3,150			4,268
1892	GUERIN	THERESSE		101,000		101,000			202,000
1893	GUERIN-GROUX	SUCCESSION DE JEANNINE		101,000		101,000			202,000
1894	GUERTIN	ALEX		101,000		101,000			202,000
1897	GUERTIN	PATRYN				50,000			50,000
1898	GUERTIN	MICHEL	1,250,000			100,000			1,350,000
1900	GUILEMETTE	KATHY		1,000		100,000			101,000
1901	GUILEMETTE	LEA		1,000		100,000			101,000
1902	GUILEMETTE	MIHEL		1,000		100,000			101,000
1903	GUILEMETTE	PIER-LUC		3,000		100,000			103,000
1904	GUILEMETTE	YVES-LUC		1,000		100,000			101,000
1905	GUILEMETTE	MARIE		1,000		100,000			101,000
1906	GUILEMETTE	MARCOLENE		1,000		100,000			101,000
1907	GUILEMETTE	MARCOLENE		1,000		100,000			101,000
1908	GUILEMETTE	VALERIE		1,000		100,000			101,000
1909	GUILEMETTE	VALERIE		1,000		100,000			101,000
1910	GUILLOND	VALERIE		25,000		5,000			30,000
4544	GUIMOND-DEMEERS	DAMIEN				51,000			51,000
1911	HAREL	MARIESE				75,000			75,000
4210	HALL	MATHEO				75,000			75,000
4211	HALLE	ARIANE				75,000			75,000
4212	HALLE	DELPHINE				75,000			75,000
1912	HALLE	DIANE				75,000			75,000
1913	HALLE	GILLES				75,000			75,000
4216	HALLE	ISABELLE				75,000			75,000
1915	HALLE	JEAN-FRANCOIS				225,000			225,000
4213	HALLE	MARIE CHRISTINE	373,000			75,000			448,000
1916	HALLE	MARIESE				210,000			210,000
1917	HALLE	MAXIME				51,000			51,000
1919	HALLE	PATRICK				100,000			100,000
1920	HALLE	REJEANNE		4,000		75,000			79,000
1921	HALLE	SYRAH-HAUPE		1,000		75,000			76,000
1922	HALLEE	ANNE-JULIE		1,000		100,000			101,000
1923	HALLEE	HERVE		6,450		100,000			106,450
1924	HALLEE	JEANNINE		1,000		230,000			231,000
1925	HALLEE	LOUISETTE		1,000		100,000			101,000
1926	HALLEE-CHARBONNEAU	JEANNE		4,000		100,000			104,000
1927	HALLE-ROY	JEANNE		4,000		100,000			104,000
1928	HAMANN	ADRIEL		1,000		100,000			101,000
1929	HAMANN	DANIEL		1,000		100,000			101,000
1930	HAMANN	EMILE		1,000		100,000			101,000
1931	HAMANN	ANNIT		1,000		100,000			101,000
1932	HAMEL	MARIE		1,000		100,000			101,000
1934	HAMEL	MICHEL		101,000	1,000	100,000			202,000
1935	HAMEL	STEPHANIE		6,000		100,000			106,000
1936	HAMON	LOU				200,000			200,000
1937	HARDIS	CANDY				100,000			100,000
1938	HARDIS	HEBERT				100,000			100,000
1940	HEBERT	BERNAT				175,000			175,000

Montréal, Malivo & Albanelle Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Other Damages (Economic and Material Damages)	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (F) Other Damages (Economic and Material Damages)	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries (G) Material Damages (H) Property (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Property	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (K) Business Damages (L) Loss of Use of Property (M) Damages for Loss of Use of Property	Schedule 7 (N) Other Damages (O) Other Damages (P) Other Damages (Q) Other Damages (R) Other Damages (S) Other Damages (T) Other Damages (U) Other Damages	Total (Sum of Schedules 1-8) (Total Damages)		
1941	HEBERT	JONNIE				1,000			100,000	101,000	3,594
1942	HEBERT	JULIANNE							100,000	100,000	1,996
1943	HEBERT	JULIANNE							100,000	100,000	1,996
1944	HEBERT	TEA				919			100,000	100,919	3,594
1945	HÉLIE	CHANTAL							100,000	100,000	1,996
1946	HENRY	HÉLIE				5,500			207,200	212,700	4,392
1948	HEON	JULIE				48,027			207,200	255,227	21,770
1947	HEON	BENOIT							216,000	216,000	1,996
1949	HEON	WADRIK				4,000			225,000	229,000	3,594
1950	HEON	NOMIE				4,000			225,000	229,000	3,594
1951	BENOIX	ALEXANDRE				1,000			100,000	101,000	3,594
1952	BENOIX	ALICIA				1,000			100,000	101,000	3,594
1953	BENOIX	ALEXANDRE				1,000			100,000	101,000	3,594
1954	BENOIX	ALEXANDRE				1,000			100,000	101,000	3,594
1955	BENOIX	ALEXANDRE				26,864			350,000	376,864	56,709
1956	HOLUS	LINDA				1,000			100,000	101,000	3,594
1957	HOPKINS CREFFARD	HELEN				101,000			175,000	276,000	1,996
1958	HOLLE	MICHEL				1,000			100,000	101,000	3,594
1959	HOLLE	CELINE				1,000			100,000	101,000	3,594
1960	HOLLE	FRANÇOISE				1,000			100,000	101,000	3,594
1961	HOLLE	MARIE				1,000			100,000	101,000	3,594
1962	HOLLE	MARIE				1,000			100,000	101,000	3,594
1963	HOLLE	MARIE				1,000			100,000	101,000	3,594
1964	HOLLE	MARIE				1,000			100,000	101,000	3,594
1965	HOLLE	MARIE				1,000			100,000	101,000	3,594
1966	HUARD	MARIE-CLARE	375,000							375,000	5,989
1967	HUARD	MARIE-CLARE									5,989
1968	HUOT	BRUNO				1,000			100,000	101,000	3,594
1969	HUOT	BRUNO				1,000			100,000	101,000	3,594
1970	HUOT	BRUNO				1,000			100,000	101,000	3,594
1971	ISABEL	JOSÉE									3,594
1972	ISABEL	PATRICIA									3,594
1973	ISABEL	MERI									3,594
1974	ISABEL	AGATHÉ									3,594
1975	ISABEL	ALAIN									3,594
1976	ISABEL	ALEXANDRE									3,594
1977	ISABEL	ALEXANDRE									3,594
1978	ISABEL	ALEXANDRE									3,594
1979	ISABEL	ALEXANDRE									3,594
1980	ISABEL	ALEXANDRE									3,594
1981	ISABEL	ALEXANDRE									3,594
1982	ISABEL	ALEXANDRE									3,594
1983	ISABEL	ALEXANDRE									3,594
1984	ISABEL	ALEXANDRE									3,594
1985	ISABEL	ALEXANDRE									3,594
1986	ISABEL	ALEXANDRE									3,594
1987	ISABEL	ALEXANDRE									3,594
1988	ISABEL	ALEXANDRE									3,594
1989	ISABEL	ALEXANDRE									3,594
1990	ISABEL	ALEXANDRE									3,594
1991	ISABEL	ALEXANDRE									3,594
1992	ISABEL	ALEXANDRE									3,594
1993	ISABEL	ALEXANDRE									3,594
1994	ISABEL	ALEXANDRE									3,594
1995	ISABEL	ALEXANDRE									3,594
1996	ISABEL	ALEXANDRE									3,594
1997	ISABEL	ALEXANDRE									3,594
1998	ISABEL	ALEXANDRE									3,594
1999	ISABEL	ALEXANDRE									3,594
2000	ISABEL	ALEXANDRE									3,594
2001	ISABEL	ALEXANDRE									3,594
2002	ISABEL	ALEXANDRE									3,594
2003	ISABEL	ALEXANDRE									3,594
2004	ISABEL	ALEXANDRE									3,594
2005	ISABEL	ALEXANDRE									3,594
2006	ISABEL	ALEXANDRE									3,594
2007	ISABEL	ALEXANDRE									3,594
2008	ISABEL	ALEXANDRE									3,594
2009	ISABEL	ALEXANDRE									3,594
2010	ISABEL	ALEXANDRE									3,594
2011	ISABEL	ALEXANDRE									3,594
2012	ISABEL	ALEXANDRE									3,594
2013	ISABEL	ALEXANDRE									3,594
2014	ISABEL	ALEXANDRE									3,594
2015	ISABEL	ALEXANDRE									3,594
2016	ISABEL	ALEXANDRE									3,594
2017	ISABEL	ALEXANDRE									3,594
2018	ISABEL	ALEXANDRE									3,594
2019	ISABEL	ALEXANDRE									3,594
2020	ISABEL	ALEXANDRE									3,594
2021	ISABEL	ALEXANDRE									3,594
2022	ISABEL	ALEXANDRE									3,594
2023	ISABEL	ALEXANDRE									3,594
2024	ISABEL	ALEXANDRE									3,594
2025	ISABEL	ALEXANDRE									3,594
2026	ISABEL	ALEXANDRE									3,594
2027	ISABEL	ALEXANDRE									3,594
2028	ISABEL	ALEXANDRE									3,594
2029	ISABEL	ALEXANDRE									3,594
2030	ISABEL	ALEXANDRE									3,594
2031	ISABEL	ALEXANDRE									3,594
2032	ISABEL	ALEXANDRE									3,594
2033	ISABEL	ALEXANDRE									3,594
2034	ISABEL	ALEXANDRE									3,594
2035	ISABEL	ALEXANDRE									3,594
2036	ISABEL	ALEXANDRE									3,594
2037	ISABEL	ALEXANDRE									3,594
2038	ISABEL	ALEXANDRE									3,594
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2045	ISABEL	ALEXANDRE									3,594
2046	ISABEL	ALEXANDRE									3,594
2047	ISABEL	ALEXANDRE									3,594
2048	ISABEL	ALEXANDRE									3,594
2049	ISABEL	ALEXANDRE									3,594
2050	ISABEL	ALEXANDRE									3,594
2051	ISABEL	ALEXANDRE									3,594
2052	ISABEL	ALEXANDRE									3,594
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2064	ISABEL	ALEXANDRE									3,594
2065	ISABEL	ALEXANDRE									3,594
2066	ISABEL	ALEXANDRE									3,594
2067	ISABEL	ALEXANDRE									3,594
2068	ISABEL	ALEXANDRE									3,594
2069	ISABEL	ALEXANDRE									3,594
2070	ISABEL	ALEXANDRE									3,594
2071	ISABEL	ALEXANDRE									3,594
2072	ISABEL	ALEXANDRE									3,594
2073	ISABEL	ALEXANDRE									3,594
2074	ISABEL	ALEXANDRE									3,594
2075	ISABEL	ALEXANDRE									3,594
2076	ISABEL	ALEXANDRE									3,594
2077	ISABEL	ALEXANDRE									3,594
2078	ISABEL	ALEXANDRE									3,594
2079	ISABEL	ALEXANDRE									3,594
2080	ISABEL	ALEXANDRE									3,594
2081	ISABEL	ALEXANDRE									3,594
2082	ISABEL	ALEXANDRE									3,594
2083	ISABEL	ALEXANDRE									3,594
2084	ISABEL	ALEXANDRE									3,594
2085	ISABEL	ALEXANDRE									3,594
2086	ISABEL	ALEXANDRE									3,594
2087	ISABEL	ALEXANDRE									3,594
2088	ISABEL	ALEXANDRE									3,594
2089	ISABEL	ALEXANDRE									3,594
2090	ISABEL	ALEXANDRE									3,594
2091	ISABEL	ALEXANDRE									3,594
2092	ISABEL	ALEXANDRE									3,594
2093	ISABEL	ALEXANDRE									3,594
2094	ISABEL	ALEXANDRE									3,594
2095	ISABEL	ALEXANDRE									3,594
2096	ISABEL	ALEXANDRE									3,594
2097	ISABEL	ALEXANDRE									3,594
2098	ISABEL	ALEXANDRE									3,594
2099	ISABEL	ALEXANDRE									3,594
2100	ISABEL	ALEXANDRE									

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed In the CCAA - Represented by Class Reps

File #	Surname	Name	Amount per Period of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person.	Schedule 2A - Claiming damages resulting from bodily injuries suffered and/or economic and other damages by person.	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.	Schedule 2C - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2D - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2E - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2F - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2G - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2H - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 2I - Claiming damages resulting from the death of a person or from bodily injuries.			Schedule 2J - Claiming damages resulting from the death of a person or from bodily injuries.		
1988	ISABEL	MARTIAL														10,000	3,594
4222	ISABEL	MAXIME														75,000	3,594
4223	ISABEL	NICOLAS														102,000	3,594
1989	ISABEL	NORMAND														100,000	1,996
1990	ISABEL	RICHARD														100,000	1,996
1991	ISABEL	SILVAIN														100,000	1,996
4224	ISABEL	STYVE														100,000	1,996
1992	ISABEL	TRISTAN														100,000	1,996
1993	ISABEL	VINCENT														100,000	1,996
1994	ISABEL	VILLIUM														100,000	1,996
1995	ISABEL	YVES														100,000	1,996
4225	ISABELLE	FLORETTE														33,000	4,209
4226	ISABELLE	MERIE														28,000	3,594
1996	ISABELLE	KIVA														75,200	4,702
1998	ISABELLE	LEONOLD														180,500	3,594
1999	ISABELLE	NICOLE														28,000	3,594
2000	ISABELLE	NICOLE														101,150	4,302
4227	ISABELLE-TURNEL	REJEAN														75,000	3,594
2001	JACQUES	HEURLETTE														75,000	1,996
2002	JACQUES	ALAIN														102,000	3,594
4228	JACQUES	ALEXANDRE														100,000	21,655
2003	JACQUES	ANDELLE														75,000	26,162
2004	JACQUES	ANDRE														100,000	1,996
2005	JACQUES	ANNONCIADIE														244,480	77,479
2006	JACQUES	CHRISTIAN														75,000	24,555
2007	JACQUES	CLEMANCE														180,000	1,996
2008	JACQUES	COLETTE														1,133	47,133
2009	JACQUES	FREDERIC														100,000	45,538
2010	JACQUES	GINETTE														1,150	1,696
2011	JACQUES	JEAN-CLAUDE														127,000	2,795
2012	JACQUES	JESSICA														102,000	3,594
2013	JACQUES	JESSICA														125,000	1,996
2014	JACQUES	KATHERINE														280,560	43,539
2015	JACQUES	JOCELYNE														201,000	3,594
2016	JACQUES	KELLY														201,000	3,594
2017	JACQUES	KEVEN														75,000	2,795
2018	JACQUES	MARCO														101,000	3,594
2019	JACQUES	MAXIME														101,000	3,594
2020	JACQUES	MICHEL														75,000	2,795
2021	JACQUES	MICHELME														100,000	3,594
2022	JACQUES	NANCY														100,000	1,996
2023	JACQUES	CELANIE														110,000	2,795
2024	JACQUES	PHILIPPE														101,000	3,594
2025	JACQUES	RICHARD														202,000	2,795
2026	JACQUES	SABRINA														100,000	1,996
4229	JACQUES	SAMUEL														102,000	3,594
2028	JACQUES	SERGE														75,700	2,795
2029	JACQUES	STEPHAN														5,023,638	77,479
2030	JACQUES	YVES														202,000	2,795
2031	JACQUES	YVES														202,000	2,795
4230	JACQUES-LEFARTE	SUCCESSION DE SIMONE														202,000	2,795
2032	JACQUES-LEFARTE	VERGIL														202,000	2,795
2033	JACQUES-LEFARTE	MELANIE														202,000	2,795
2034	JAKUPOVIC	JASMINA														175,000	45,538

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed In the CCAA - Repermitted by Clisa Rops

Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Actual Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Actual Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Actual Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Medical Damages in Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Property (J) Damages for Loss of Use of Property (K) Damages for Loss of Use of Property (L) Damages for Loss of Use of Property	Schedule 7 (M) Claim Other than a Claim for Damages as a Result of the July 6, 2011 (2011 Declaration of Insolvency) (Second Claim) (N) Claim Other than a Claim for Damages as a Result of the July 6, 2011 (2011 Declaration of Insolvency) (Second Claim) (O) Claim Other than a Claim for Damages as a Result of the July 6, 2011 (2011 Declaration of Insolvency) (Second Claim) (P) Claim Other than a Claim for Damages as a Result of the July 6, 2011 (2011 Declaration of Insolvency) (Second Claim)	Total	Total (Second Page) (Note 2)
2005	JALBERT	NATHALIE				100,000		100,000	-
2006	JALBERT	MAXIME				100,000		100,000	1,996
2007	JALBERT	DAVID				175,000		175,000	2,795
2008	JEAN	ANNE				185,000		185,000	1,996
2041	JULIEN	FRANÇOIS				75,000		75,000	4,382
4231	RENNET	JULIETTE				75,000		75,000	1,996
4232	RENNET	AUDREY				175,000		175,000	1,996
2042	RISSEUR	WILLIAM-ALEXANDER				175,000		175,000	45,539
2043	KLON	ELIAN				175,000		175,000	45,539
2044	KLON	NEZJAD				175,000		175,000	2,795
2045	KLON	LETTIE				20,000		20,000	1,996
2046	KLON	ANDRE				75,000		75,000	1,996
4233	LARBE	CARHEN				185,000		185,000	2,396
2048	LARBE	JEAN				125,000		125,000	1,996
4234	LARBE	MARTINE				75,000		75,000	4,782
2050	LARBE	ROSALDA				250,700		250,700	2,795
2051	LARBE	VERONIQUE				175,000		175,000	1,996
2052	LACROIX	JACQUELINE				6,000		6,000	3,594
2053	LACROIX	AUDREY				100,000		100,000	2,996
2054	LACROIX	BIANCA				100,000		100,000	3,594
2055	LACROIX	CASSANDRA				100,000		100,000	2,795
2056	LACROIX	ETIENNE				100,000		100,000	2,795
4235	LACROIX	LINDA				24,720		24,720	45,539
2057	LACROIX	LOUISE				1,000		1,000	1,996
2058	LACROIX	JULIEN				1,000		1,000	1,996
2059	LACROIX	ROSSE-ANGE				100,000		100,000	1,996
2060	LACROIX	GHISLAIN				125,000		125,000	1,996
2061	LACROIX	CYNTHIA				100,000		100,000	1,996
2062	LACROIX	ANGÈLE				8,500		8,500	3,594
2063	LACROIX	AUDREY				100,000		100,000	1,996
2064	LACROIX	BENJAMIN				1,000		1,000	1,996
2065	LACROIX	CARL				1,000		1,000	1,996
2066	LACROIX	GAYLNE				3,180		3,180	1,996
2067	LACROIX	JEANNINE				4,000		4,000	1,996
2068	LACROIX	LEANDRE				100,000		100,000	1,996
2069	LACROIX	LINDA				100,000		100,000	1,996
2070	LACROIX	MAXIME				100,000		100,000	1,996
2071	LACROIX	ANGÈLE				100,000		100,000	1,996
2072	LACROIX	ANGÈLE				100,000		100,000	1,996
2073	LACROIX	ANGÈLE				100,000		100,000	1,996
2074	LACROIX	ANGÈLE				100,000		100,000	1,996
2075	LACROIX	ANGÈLE				100,000		100,000	1,996
2076	LACROIX	ANGÈLE				100,000		100,000	1,996
2077	LACROIX	ANGÈLE				100,000		100,000	1,996
2078	LACROIX	ANGÈLE				100,000		100,000	1,996
2079	LACROIX	ANGÈLE				100,000		100,000	1,996
2080	LACROIX	ANGÈLE				100,000		100,000	1,996
2081	LACROIX	ANGÈLE				100,000		100,000	1,996
			100	83,273	498,247		9,328	31,120	4,382
								175,000	3,594
								916,520	45,539

Montreal, Maine & Abitibi Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

R/R #	Surname	Name	Amount Paid Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)						
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 2C - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Use of Property	Schedule 2D - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (H) Business Damages resulting from the Loss of Use of Property	Schedule 7 (R) Claim Other than Claims for Personal Injury or Property Damage. (S) Damages for Loss of Use of Property	Schedule 7 (R) Claim Other than Claims for Personal Injury or Property Damage. (T) Other Damages	(R) Claim Other than Claims for Personal Injury or Property Damage. (U) Damages for Loss of Use of Property	(R) Claim Other than Claims for Personal Injury or Property Damage. (V) Damages for Loss of Use of Property	(R) Claim Other than Claims for Personal Injury or Property Damage. (W) Damages for Loss of Use of Property			(R) Claim Other than Claims for Personal Injury or Property Damage. (X) Damages for Loss of Use of Property					
2082	LACHANCE	ANDRE															10,000	10,000	2,795	
2083	LACHANCE	ANITA																		4,392
2084	LACHANCE	ANNE-CLARA																		4,392
2085	LACHANCE	BENRICE																		1,696
2086	LACHANCE	CAROLE																		2,795
2087	LACHANCE	CAROL																		1,696
2088	LACHANCE	CAROL																		2,795
2089	LACHANCE	CAROL																		2,795
2090	LACHANCE	CAROL																		2,795
2091	LACHANCE	CAROL																		2,795
2092	LACHANCE	CAROL																		2,795
2093	LACHANCE	CAROL																		2,795
2094	LACHANCE	CAROL																		2,795
2095	LACHANCE	CAROL																		2,795
2096	LACHANCE	CAROL																		2,795
2097	LACHANCE	CAROL																		2,795
2098	LACHANCE	CAROL																		2,795
2099	LACHANCE	CAROL																		2,795
2100	LACHANCE	CAROL																		2,795
2101	LACHANCE	CAROL																		2,795
2102	LACHANCE	CAROL																		2,795
2103	LACHANCE	CAROL																		2,795
2104	LACHANCE	CAROL																		2,795
2105	LACHANCE	CAROL																		2,795
2106	LACHANCE	CAROL																		2,795
2107	LACHANCE	CAROL																		2,795
2108	LACHANCE	CAROL																		2,795
2109	LACHANCE	CAROL																		2,795
2110	LACHANCE	CAROL																		2,795
2111	LACHANCE	CAROL																		2,795
2112	LACHANCE	CAROL																		2,795
2113	LACHANCE	CAROL																		2,795
2114	LACHANCE	CAROL																		2,795
2115	LACHANCE	CAROL																		2,795
2116	LACHANCE	CAROL																		2,795
2117	LACHANCE	CAROL																		2,795
2118	LACHANCE	CAROL																		2,795
2119	LACHANCE	CAROL																		2,795
2120	LACHANCE	CAROL																		2,795
2121	LACHANCE	CAROL																		2,795
2122	LACHANCE	CAROL																		2,795
2123	LACHANCE	CAROL																		2,795
2124	LACHANCE	CAROL																		2,795
2125	LACHANCE	CAROL																		2,795
2126	LACHANCE	CAROL																		2,795
2127	LACHANCE	CAROL																		2,795
2128	LACHANCE	CAROL																		2,795
2129	LACHANCE	CAROL																		2,795
2130	LACHANCE	CAROL																		2,795
2131	LACHANCE	CAROL																		2,795
2132	LACHANCE	CAROL																		2,795

Municipal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount per Proof of Claim Filed (Note 1)											Total Damages Paid (Note 2)				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Resulting Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages Resulting Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages Resulting Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (G) Physical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Property (J) Business Damages not Resulting from the Loss of Use of Property	Schedule 7 (K) Claim Other than a Claim for Damages as a Result of the July 15, 2013 Incident (Scheduled Claims) (Unscheduled Claims)	(L) Claim Other than a Claim for Damages as a Result of the July 15, 2013 Incident (Scheduled Claims) (Unscheduled Claims)	(M) Other Damages	(N) Damages for Loss of Use of Property	(O) Damages for Loss of Use of Property	(P) Damages for Loss of Use of Property	(Q) Damages for Loss of Use of Property					
2133	LACOMBE	MARTINE						3,500				292,000					295,500	3,500
2134	LACOMBE	RENE-PAUL										100,000					100,000	1,990
2135	LACOMBE	SYLVIE									231,000						231,000	1,990
2136	LACROIX	ALEXANDRE						70,000									70,000	1,990
2137	LACROIX	JOSEE						2,500									2,500	2,795
2138	LACROIX	ALEXANDRE						1,000									1,000	1,990
2139	LACROIX	ANGREE																45,530
2140	LACROIX	ANGEL																1,990
2141	LACROIX	BERNARD																2,795
2142	LACROIX	CHARLIE																1,990
2143	LACROIX	CHUCKY-JANE																1,990
2144	LACROIX	CLEANCE																26,102
2145	LACROIX	DANIEL																1,990
2146	LACROIX	DANY																1,990
2147	LACROIX	DOMINIQUE																26,102
2148	LACROIX	EVE																1,990
2149	LACROIX	FELIX																1,990
2150	LACROIX	FRANCOIS																1,990
2151	LACROIX	GERALD																1,990
2152	LACROIX	GERALD																1,990
2153	LACROIX	GERARD																1,990
2154	LACROIX	GERARD																1,990
2155	LACROIX	GERVAISE																1,990
2156	LACROIX	JEAN																1,990
2157	LACROIX	JEAN CHRISTOPHE																1,990
2158	LACROIX	JEAN CLAUDE																1,990
2159	LACROIX	JEANNINE																1,990
2160	LACROIX	JESSICA																1,990
2161	LACROIX	LEILA																1,990
2162	LACROIX	LIBETTE																1,990
2163	LACROIX	LOUIS CHARLES																1,990
2164	LACROIX	LUCE																1,990
2165	LACROIX	MARIO																1,990
2166	LACROIX	MARTIN																1,990
2167	LACROIX	MARYSE																1,990
2168	LACROIX	MICHAEL																1,990
2169	LACROIX	MICHEL																1,990
2170	LACROIX	NELLY																1,990
2171	LACROIX	NICOLE																1,990
2172	LACROIX	ODRANE																1,990
2173	LACROIX	PIERRE																1,990
2174	LACROIX	RAYMOND																1,990
2175	LACROIX	RENE																1,990
2176	LACROIX	RICHRD																1,990
2177	LACROIX	ROSE-ANGE																1,990
2178	LACROIX	STEPHAN																1,990
2179	LACROIX	SOLANGE																1,990
2180	LACROIX	STEPHANIE																1,990
2181	LACROIX	SUZANNE																1,990
2182	LACROIX	SYLVIE																1,990
2183	LACROIX	YVAN																1,990
2184	LACROIX																	1,990
2185	LACROIX																	1,990
2186	LACROIX																	1,990
2187	LACROIX																	1,990
2188	LACROIX																	1,990
2189	LACROIX																	1,990
2190	LACROIX																	1,990
2191	LACROIX																	1,990
2192	LACROIX																	1,990
2193	LACROIX																	1,990
2194	LACROIX																	1,990
2195	LACROIX																	1,990
2196	LACROIX																	1,990
2197	LACROIX																	1,990
2198	LACROIX																	1,990
2199	LACROIX																	1,990
2200	LACROIX																	1,990

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

R#	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total Damages Paid (Note 2)				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	(G) Material Damages to Property	(H) Damages for Loss of Use of Property	(I) Damages for Loss of Use of Income	(J) Other Damages	(K) Valued Damages to Property	(L) Damages for Loss of Use of Property	(M) Economic Damages Resulting from the Loss of Use of Property		(N) Other Damages			
2182	LACROIX BLAIS	FLORENCE								26,835	50,000						76,835
2183	LACROIX ST-PIERRE	GABRIELLE									110,000						110,000
2184	LACROIX-COUTURE	LOUISE									100,000						100,000
4246	LAFAMME	AMÉLIE								1,000	75,000						76,000
2185	LAFAMME	CHARLOTTE									100,000						100,000
2186	LAFAMME	DANNE								2,000	175,000						177,000
2187	LAFAMME	EDITH								2,300	110,000						112,300
2188	LAFAMME	ELY								1,000	100,000						101,000
2189	LAFAMME	FRANCE									175,000						175,000
2190	LAFAMME	GRISSIAN								10,000	75,000						85,000
2191	LAFAMME	JACQUES								2,000	100,000						102,000
2192	LAFAMME	JOHANNE								7,150	100,000						107,150
2193	LAFAMME	JUDITH								4,750	100,000						104,750
2194	LAFAMME	JULIE								1,000	100,000						101,000
2195	LAFAMME	SEBASTIEN								1,000	100,000						101,000
2196	LAFAMME	VOLETTE								1,000	100,000						101,000
2197	LAFELIER	DEMS								1,000	275,000						276,000
2198	LAFONTAINE	AGATHE								1,000	100,000						101,000
2199	LAFONTAINE	ALAIN									85,000						85,000
2200	LAFONTAINE	DENISE									425,000						425,000
2201	LAFONTAINE	ESTELLE								1,000	100,000						101,000
2202	LAFONTAINE	FRANÇOISE								6,000	300,000						306,000
2203	LAFONTAINE	JACOB								7,000	110,000						117,000
4247	LAFONTAINE	JEREMY									75,000						75,000
2204	LAFONTAINE	JOCYANE								101,000	100,000						201,000
2205	LAFONTAINE	LOUISE								40,000	117,000						157,000
2206	LAFONTAINE	MARGUERITE									675,000						675,000
2207	LAFONTAINE	MARLETTE									225,000						225,000
2208	LAFONTAINE	MONA								40,000	75,000						115,000
2209	LAFONTAINE	MICHEL								11,950	170,000						181,950
2210	LAFONTAINE	MONA								13,350	150,000						163,350
2211	LAFONTAINE	NIL								2,400	151,000						153,400
2212	LAFONTAINE	PIERRE									110,000						110,000
2213	LAFONTAINE	RAYMOND								7,000	110,000						117,000
2214	LAFONTAINE	WILLIAM								1,000	100,000						101,000
2215	LAFONTAINE	AUÉLIE								1,000	100,000						101,000
2216	LAFONTAINE	ARIANNE								1,000	100,000						101,000
2217	LAFONTAINE	MELISSA								1,578	175,000						176,578
2218	LAFONTAINE	MAURÉLINE									300,000						300,000
2219	LAFONTAINE	AUDREY									290,000						290,000
2220	LAFONTAINE	EMILIE								26,380	300,000						326,380
2221	LAFONTAINE	PATRICE									290,000						290,000
2222	LAFONTAINE	THOMAS									175,000						175,000
2223	LAFONTAINE	JACQUES								1,000	175,000						176,000
2224	LAFONTAINE	NATALIE									72,000						72,000
2225	LAFONTAINE	LUIGI								3,891	100,000						103,891
2226	LAFONTAINE	FREDERIC									100,000						100,000
2227	LAFONTAINE	JEAN									100,000						100,000
2228	LAFONTAINE	SOPHIE									100,000						100,000
2229	LAFONTAINE	ALEXANDRA									75,000						75,000
2230	LAFONTAINE																
2231	LAFONTAINE																
2232	LAFONTAINE																
2233	LAFONTAINE																
2234	LAFONTAINE																
2235	LAFONTAINE																
2236	LAFONTAINE																
2237	LAFONTAINE																
2238	LAFONTAINE																
2239	LAFONTAINE																
2240	LAFONTAINE																
4248	LAFONTAINE																

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Ciba Reps

File #	Surname	Name	Amount Due Proof of Claim Filed (Note 1)										Total	Total (Excluded Pay) (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (G) Material Damages to Property, (H) Damages for Loss of Property, (I) Damages for Loss of Income, (J) Damages for Loss of Use of Property	Schedule 3B - Claiming Other Damages as a Result of the July 6, 2013 Displacement (Record Carried Forward) (K) Other Damages	Schedule 3C - Claiming Other Damages as a Result of the July 6, 2013 Displacement (Record Carried Forward) (L) Other Damages								
2241	LAJEUNESSE	GUY	375,000												375,000	7,695
4269	LAIBERTE	EDEN													75,000	1,959
4280	LAIBERTE	ELI													75,000	1,959
4281	LAIBERTE	ENRICK													75,000	1,959
4284	LAIBERTE	GRISAK													75,000	1,959
4285	LAIBERTE	JEAN-FRANCOIS													159,346	4,332
4286	LAIBERTE	MARIE													290,000	45,536
2246	LAIBERT	MAIRE													76,887	1,996
2247	LAIBERT	DIANE													102,000	1,996
2248	LAIBERT	MARY													175,000	1,996
2249	LAIBERT	NOEMIE													500	1,996
2250	LAIBERT	THERESE													25,000	1,996
4282	LAIBERT	MICHELLE													101,000	3,594
2251	LANDRY	CYNTHIA													75,000	3,594
4514	LANDRY	DANIEL	10,000												265,000	1,996
2252	LANDRY	KARNE													75,000	3,594
2253	LANDRY	LEODOR													202,000	2,795
2254	LANDRY	PAUL EMILE													128,000	3,594
2255	LANDRY	SUZANNE													375,000	-
2256	LANGOIN	ALAIN													1,000	1,996
4283	LANGOIN	DANIELLE													101,000	2,396
2257	LANGLOIS	ANTHONY													110,000	45,536
2258	LANGLOIS	CAROLINE													101,000	3,594
2259	LANGLOIS	DIANE													162,002	47,133
2260	LANGLOIS	EDITH													225,200	2,795
2261	LANGLOIS	EMILIE													275,864	65,719
2262	LANGLOIS	EUGENE													425,000	1,996
2263	LANGLOIS	JOSEE													101,000	3,594
2264	LANGLOIS	LIANE													101,000	2,795
2265	LANGLOIS	PAUL													102,000	1,996
4284	LANGLOIS	ROLAND													79,000	2,795
2266	LANGLOIS	ROSS-ANGE													102,000	2,795
2267	LANGLOIS	SAMUEL													101,000	3,594
2268	LAFFERRIERE	SUZANNE													100,000	1,996
2269	LAFFERRIERE	ALEX													51,100	3,594
2270	LAFFERRIERE	ALEXANDRE													76,000	1,996
2271	LAFFERRIERE	ALEXANDRE													1,300	1,996
2272	LAFFERRIERE	ANTOINE													1,300	1,996
2273	LAFFERRIERE	BRIGITTE													180,230	3,594
2274	LAFFERRIERE	BRIANO													101,000	3,594
2275	LAFFERRIERE	CAMILLE													101,000	3,594
2276	LAFFERRIERE	CLAUDE													101,000	3,594
2277	LAFFERRIERE	DIANE													102,000	2,396
2278	LAFFERRIERE	FRANCIS	2,500,000												2,500,000	1,996
2279	LAFFERRIERE	FRANCOIS	2,300,000												2,300,000	1,996
2280	LAFFERRIERE	GUILAUME													101,000	1,996
2281	LAFFERRIERE	HUGUERTE													101,000	1,996
2282	LAFFERRIERE	JEAN-FRANCOIS													101,000	1,996
2283	LAFFERRIERE	JEAN-FRANCOIS													574,000	1,996
4286	LAFFERRIERE	JEAN-FRANCOIS													75,000	3,594
2284	LAFFERRIERE	LOUISETTE													101,000	3,594

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCMA - Represented by Class Reps

Rt #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 7)			
			Schedule 1 - Claiming damages resulting from the death of a person.	Schedule 2A - Claiming damages resulting from bodily injuries suffered by spouse?	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 3B - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 4 - Damages for Loss of Use of Property.	Schedule 5 - Damages for Loss of Use of Property.	Schedule 6 - Damages for Loss of Use of Property.	Schedule 7 - Damages for Loss of Use of Property.	Schedule 8 - Damages for Loss of Use of Property.			Schedule 9 - Damages for Loss of Use of Property.		
2285	LOPIERRE	MARC														100,000	1,996
4257	LAPIERRE	MARY-ANN														75,000	1,996
2287	LAPIERRE	MATHIEU														100,000	3,594
2288	LAPIERRE	MAUDE														100,000	1,996
2289	LAPIERRE	MELISSA														111,472	1,996
2290	LAPIERRE	MICHEL														125,450	3,594
2291	LAPIERRE	NANCY														167,350	7,725
2292	LAPIERRE	PAULINE														511,000	77,419
2293	LAPIERRE	ROSE-ANNE														85,000	1,996
2294	LAPIERRE	ROSE-ANNE														375,000	1,996
2295	LAPIERRE	VERONIQUE														100,000	24,157
2296	LAPLANTE	CAROLINE														651,744	47,133
2297	LAPLANTE	CHRISTINE														302,000	2,725
2298	LAPLANTE	JEANETTE														375,000	5,889
2299	LAPLANTE	MARCEL														111,000	3,594
2300	LAPLANTE	GILVER														252,150	32,742
2301	LAPLANTE	ROBERT														75,000	4,392
2302	LAPLANTE	CHRISTIAN														201,000	1,996
2303	LAPLANTE	CLAUDETTE														166,000	4,392
2304	LAPLANTE	DANIELLE														200,000	4,392
2305	LAPLANTE	FLORENCE														102,000	1,996
2306	LAPLANTE	FRANCE														375,000	5,889
2307	LAPLANTE	GAETAN														28,125	3,594
2308	LAPLANTE	GILLES														276,000	4,392
2309	LAPLANTE	KARINE														76,000	1,996
2310	LAPLANTE	JEAN-DENIS														100,000	3,594
2311	LAPLANTE	MAGGIE														291,000	1,996
2312	LAPLANTE	MARLETTE														154,140	3,594
2313	LAPLANTE	MELISSA														100,000	1,996
2314	LAPLANTE	MICHEL														600,000	1,996
2315	LAPLANTE	NICOLAS														75,000	1,996
2316	LAPLANTE	OSETTE														91,000	55,709
2317	LAPLANTE	REBEAN														154,140	3,594
2318	LAPLANTE	SMONE B.														376,000	77,419
2319	LAPLANTE	SONIA														202,000	2,396
2320	LAPLANTE	MADELINE														41,490	4,392
2321	LAPLANTE	CARMEN														113,000	4,392
2322	LAPLANTE	ALEXANDRE														75,000	21,786
2323	LAPLANTE	LUCE														160,000	1,996
2324	LAPLANTE	VERONIQUE														201,000	3,594
2325	LAPLANTE	CUCHEANE														201,000	3,594
2326	LAPLANTE	ALEXIS														175,000	1,996
2327	LAPLANTE	EDITH														75,000	4,392
2328	LAPLANTE	ELISE														265,375	77,419
2329	LAPLANTE	EMILIE														19,200	4,392
2330	LAPLANTE	JACQUES														3,000	1,996
2331	LAPLANTE	JACQUES														59,500	65,728
2332	LAPLANTE	JACQUES														175,000	1,996
2333	LAPLANTE	JACQUES														175,000	1,996
2334	LAPLANTE	JACQUES														175,000	1,996

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount per Proof of Claims Filed (Notes 1)						Total	Add Dividend Paid (Note 2)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (D) Economic and Medical Damages	Schedule 2C - Claiming damages resulting from the death of a person or from bodily injuries (E) Economic and Medical Damages	Schedule 2D - Claiming damages resulting from the death of a person or from bodily injuries (F) Economic and Medical Damages	Schedule 2E - Claiming damages resulting from the death of a person or from bodily injuries (G) Economic and Medical Damages		
4283	LAROUCHE	MARC-ANTOINE						75,000	2,705	
4285	LAROUCHE	MAXIM						75,000	2,705	
4286	LAROUCHE	SOZANNE						101,000	2,705	
4288	LAROUCHE	THOMAS						75,000	2,705	
4290	LAROUCHE	LUC						6,905	33,940	
4293	LAROUCHELLE	AYNNE		2,000	6,905			423,600	2,795	
4297	LAROUCHELLE	CHARLENE		1,000	45,800			101,000	3,594	
4298	LAROUCHELLE	CHARVAL		20,000	105,000			668,500	1,996	
4299	LAROUCHELLE	DANIEL		50,000				300,200	55,709	
4301	LAROUCHELLE	MAURICE						100,000	1,996	
4302	LAROUCHELLE	NANCY		1,000				100,000	1,996	
4303	LAROUCHELLE	PATRICK		1,000				100,000	1,996	
4304	LAROUCHELLE	VICKI		1,000				100,000	1,996	
4305	LAROUCHE	ESTHELLE						100,000	3,594	
4306	LARIVEE	ANGELE		1,000				100,000	1,996	
4307	LATUPE	LOUISE		10,000				101,000	3,594	
4308	LATUPE	MYKAELLE		1,000				201,000	4,392	
4309	LATUPE	RAYMOND		10,000				201,000	2,795	
4310	LATUPE	ALAIN	375,000					201,000	47,133	
4311	LATUPE	ALINE	375,000					750,000	1,895	
4312	LATUPE	ARMANDE		1,000			10,000	751,000	2,795	
4313	LATUPE	AUDREY						110,000	1,895	
4314	LATUPE	DENISE	10,000					250,000	23,765	
4315	LATUPE	JEAN-ROCK	2,500,000	18,233				250,000		
4316	LATUPE	LOUISE	375,000					110,000	1,896	
4317	LATUPE	PAUL-ANDRE						2,769,233		
4318	LATUPE	RAYMOND				50,000		375,000	1,896	
4319	LATUPE	SOLANGE						50,000	1,896	
4320	LATUPE	SUZANNE						375,000	1,896	
4321	LATUPE	VANESSA				500		375,000	1,896	
4322	LALUHE	PATRICIA		2,000				450,000	1,896	
4323	LAUZIER	MARC						177,000	2,795	
4324	LAUZON	ERIC						100,000	1,896	
4325	LAUZON	ANDREANNE						10,000	45,339	
4326	LAUZON	DENS						51,500	45,339	
4327	LAVALLEE	HUGO						75,000	45,339	
4328	LAVALLEE	ALEXIS	10,000					212,000	2,308	
4329	LAVALLEE	FRANCOISE						11,000	11,000	
4330	LAVALLEE	EDITH						175,000	2,795	
4331	LAVALLEE	JACQUES						10,000	4,392	
4332	LAVALLEE	JEAN-DOMINIC						10,000	4,392	
4333	LAVALLEE	JENNIFER-ARC						10,000	4,392	
4334	LAVALLEE	JULIANNE						10,000	4,392	
4335	LAVALLEE	OLIVIER						10,000	4,392	
4336	LAVALLEE	BERNARD						10,000	4,392	
4337	LAVALLEE	ROBERT						10,000	4,392	
4338	LAVALLEE	LOUISE						10,000	4,392	
4339	LAVALLEE-ROY	ANTHONY						100,000	1,896	
4340	LAVALLEE-MORIN	ANTHONY						75,000	13,975	
4341	LAVALLEE	CATHY						10,000	1,996	

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount Per Parcel of Claim Filed (Note 1)										Total	Total (Excluded Part) (Note 1)		
			Schedule 1 - Claiming damages resulting from the death of a person.	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself.	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.	Schedule 2C - Claiming damages resulting from economic and material damages.	Schedule 2D - Other damages.	Schedule 2E - Economic and material damages.	Schedule 2F - Other damages.	Schedule 3A - Medical damages.	Schedule 3B - Damages for loss of property.	Schedule 3C - Damages for loss of use of property.			Schedule 3D - Other damages.	
2380	LAVIGNE	PIERRE														1,995
2381	LAVIGNE	YVES														46,334
2382	LAVIGNE	MARIE-CLAUDE														1,995
2383	LAVOIE	MARIE-CLODÉE														1,995
2387	LAVOIE	MONIQUE														4,392
2388	LAVOIE	PIERRE														3,594
2389	LEBOUR	PIERRE														265,596
2391	LEBOUR	SUZANNE														1,995
2392	LEBEL	ANTHONY	375,000													3,594
4516	LEBEL	ANTHONY														3,594
4517	LEBEL	CHRISTOPHER														7,985
2393	LEBIAN	CHRISTINE														3,594
2394	LEBIAN	JACQUES														3,594
2395	LEBIAN	JEAN														3,594
2396	LEBIAN	LOUISE														1,995
2397	LEBIAN	LOUISE														1,995
2398	LEBIAN	RENE														1,995
2399	LEBIAN	ROBERTE														1,995
2400	LEBLOND	GILBERT														47,832
2401	LEBLOND	JULIEN														333,504
2402	LEBRUN	ALEXANDRE														1,996
2403	LEBRUN	CONRAD														46,334
2404	LEBRUN	DENISE														2,795
2405	LEBRUN	RAYMONDE														4,392
2407	LECLERC	CYNTHIA														3,594
2408	LECLERC	GEORGES														3,594
2409	LECLERC	LYNE														47,133
2410	LECLERC	MARC-ANDRÉ														24,555
4271	LECLERC	MARCEL														1,995
4518	LECLERC	MARTINE														3,594
2411	LECLERC	SYLVAIN														1,995
2412	LECLERC (PELOCHAT)	SHIRLEY														1,995
2413	LECOURS	ANDRÉ														1,995
2414	LECOURS	CAROLE														1,995
2415	LECOURS	DANNY														1,995
2416	LECOURS	JIMMY JAMES														55,709
2417	LECOURS	MARCOLEMER														2,795
2418	LECOURS	SUNSHINE														31,940
4272	LECOYER	MARC														45,336
2420	LEBUC	NATHALIE														1,995
2421	LEBUC-BOULE	ALINE														2,795
2422	LEBOUT	JACOB														1,995
2423	LEBOUT	JOCELYNE														3,594
2424	LEBOUT	JEAN-PIERRE														3,594
2425	LEBER	JEANNE														3,594
2426	LEBER	SWAIN														3,594
2427	LEBER	VICTOR														47,133
2428	LEBEY	CLAUDE														1,995
2429	LEMA	JEAN-LUC														4,392
2430	LEMA	MARTINE														1,995
2431	LEMA	MELVINA														48,730

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

SI #	Surname	Name	Schedule 1 - Claiming Damages Resulting from the Death of a Person		Schedule 2A - Claiming Damages Resulting from Bodily Injuries Suffered by Person		Schedule 2B - Claiming Damages Resulting from Bodily Injuries Suffered by Someone else		Schedule 3A - Claiming Damages Suffered by an Individual, other than those resulting from the death of a person or from bodily injuries		Schedule 3B - Claiming Damages Suffered by a Business, other than those resulting from the death of a person or from bodily injuries		Total (Schedule 1) + (Schedule 2A) + (Schedule 2B) + (Schedule 3A) + (Schedule 3B) (Note 7)
			(A) Economic and (B) Other Damages	(C) Economic and (D) Other Damages	(E) Economic and (F) Other Damages	(G) Economic and (H) Other Damages	(I) Economic and (J) Other Damages	(K) Economic and (L) Other Damages	(M) Economic and (N) Other Damages	(O) Economic and (P) Other Damages	(Q) Economic and (R) Other Damages	(S) Economic and (T) Other Damages	
2432	LEMA	STEVE											4,392
2433	LEMELIN	ELOISE											2,765
2434	LEMELIN	MARC											20,000
2435	LEMELIN	ANDRE											50,000
2436	LEMEDX	ANNICK											75,000
2437	LEMEDX	CECILE											4,392
2438	LEMEDX	DANIEL											50,000
2439	LEMEDX	FRANCOISE											10,000
2440	LEMEDX	HELENE											194,100
2441	LEMEDX	JOSÉE											3,594
2442	LEMEDX	KARINE											1,696
2443	LEMEDX	LULU											10,000
2444	LEMEDX	LUCIE											75,000
2445	LEMEDX	MARIE-CLAUDE											10,000
2446	LEMEDX	MICHELLE											1,696
2447	LEMEDX	ROBIN											10,000
2448	LEMEDX	SIMON											10,000
2449	LEMEDX	THERESE											10,000
2450	LEMEDX	YOVILLE											10,000
2451	LEMEDX	CORALIE											10,000
2452	LEMEDX	ALINE											10,000
2453	LEMOINE	CHARLES											10,000
2454	LEMOINE	JOSÉE											10,000
2455	LEMOINE	REAL											10,000
2456	LEPAGE	BENOIT											10,000
2457	LEPAGE	DANNY											10,000
2458	LEPAGE	CATHY											10,000
2459	LEPAGE	EMILE											10,000
2460	LEPAGE	GABRIEL											10,000
2461	LEPAGE	GUY											10,000
2462	LEPAGE	JEAN-CLAUDE											10,000
2463	LEPAGE	JULIETTE											10,000
2464	LEPAGE	MELOY											10,000
2465	LEPAGE	ERL											10,000
2466	LEPAGE	BLONDEAU											10,000
2467	LEPAGE	BOUCHER											10,000
2468	LEPAGE	BOUCHER											10,000
2469	LEPINE	VINCENT											10,000
2470	LEPINE	SABRINA											10,000
2471	LEPINE	ANDRE											10,000
2472	LEPINE	CLAUDETTE											10,000
2473	LEPINE	DANIELLE											10,000
2474	LEPINE	STEWART											10,000
2475	LEPINE	ROSELENE											10,000
2476	LEPINE	BERNARD											10,000
2477	LEPINE	BERNARD											10,000
2478	LEPINE	ADRIAN											10,000
2479	LEPINE	ANDRE											10,000
2480	LEPINE	ANDRE											10,000
2481	LEPINE	ANDRE											10,000
2482	LEPINE	ANDRE											10,000
2483	LEPINE	ANDRE											10,000
2484	LEPINE	ANDRE											10,000
2485	LEPINE	ANDRE											10,000
2486	LEPINE	ANDRE											10,000
2487	LEPINE	ANDRE											10,000
2488	LEPINE	ANDRE											10,000
2489	LEPINE	ANDRE											10,000
2490	LEPINE	ANDRE											10,000
2491	LEPINE	ANDRE											10,000
2492	LEPINE	ANDRE											10,000
2493	LEPINE	ANDRE											10,000
2494	LEPINE	ANDRE											10,000
2495	LEPINE	ANDRE											10,000
2496	LEPINE	ANDRE											10,000
2497	LEPINE	ANDRE											10,000
2498	LEPINE	ANDRE											10,000
2499	LEPINE	ANDRE											10,000
2500	LEPINE	ANDRE											10,000

**Medical, Marine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps**

Ref #	Surname	Name	Amount Due Proof of Claim Filed (Note 1)											Total	Total Damages Paid (Note 1)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages National Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Medical Damages	Schedule 2C - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Business Damages, (H) Other Damages, (I) Damages for Loss of Use of Property, (J) Damages for Loss of Use of Property	Schedule 2D - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (K) Business Damages, (L) Other Damages, (M) Damages for Loss of Use of Property, (N) Other Damages	Schedule 7 (R) Claim Other than as a Result of the July 8, 2013 Declaration (Secured Claim) (S) Claim Other than as a Result of the July 8, 2013 Declaration (Unsecured Claim) (by High Damages)										
2476	LESSARD	BEATRICE				100,000						100,000				100,000	3,564	
2477	LESSARD	BERTHE							1,000		1,000						1,000	1,996
2478	LESSARD	CAROL-ANN								1,050							1,050	47,885
2479	LESSARD	CAROLE				25,000		6,018		25,000							25,000	4,290
2480	LESSARD	CAROLE				75,000				75,000							75,000	4,500
4285	LESSARD	CATHERINE				100,000											100,000	1,996
2481	LESSARD	CARMEL				100,000		1,000		100,000							100,000	2,762
2482	LESSARD	CHRISTAL				100,000		6,700		100,000							100,000	4,362
2483	LESSARD	CLAUDETTE				100,000				100,000							100,000	1,996
2484	LESSARD	DANIEL			16,000	10,000		1,000		10,000				50,000			170,000	1,996
2485	LESSARD	DANIEL				100,000				100,000							100,000	4,362
4286	LESSARD	DIANE				100,000		1,000		100,000							100,000	77,478
2487	LESSARD	DORIS				75,000				75,000							75,000	1,996
2488	LESSARD	FRANCOIS				100,000		1,000		100,000							100,000	1,996
2489	LESSARD	FRODOAN				100,000				100,000							100,000	3,594
4287	LESSARD	GABRIELLE				75,000				75,000							75,000	1,996
2490	LESSARD	GENEVIÈVE				250,000		4,000		250,000							250,000	3,594
2491	LESSARD	GERMAIN				25,000				25,000							25,000	1,996
2492	LESSARD	GHSIARI				75,000				75,000							75,000	1,996
2493	LESSARD	GILLES				100,000				100,000							100,000	1,996
2494	LESSARD	JEAN				100,000				100,000							100,000	1,996
2495	LESSARD	JEAN-YVES				105,000				105,000							105,000	1,996
4288	LESSARD	JENNE				75,000		17,784		75,000							75,000	33,840
2496	LESSARD	JESSICA				100,000				100,000							100,000	1,996
2497	LESSARD	JOANNE				175,000		1,000		175,000							175,000	1,996
2498	LESSARD	JOCELYNE				25,000		30,000		25,000							25,000	25,363
2499	LESSARD	JULIE				100,000		15,000		100,000							100,000	77,280
2500	LESSARD	KARELE				100,000		10,000		100,000							100,000	2,785
2501	LESSARD	LISE				100,000		1,000		100,000							100,000	13,975
2502	LESSARD	LOUISE				175,000		26,700		175,000							175,000	13,975
2503	LESSARD	MARCEL				30,518				30,518							30,518	2,795
2504	LESSARD	MARIE-CHANTAL				35,000		4,500		35,000							35,000	3,994
2505	LESSARD	MARIE-CLAUDE				250,000		1,500		250,000							250,000	1,996
1982	LESSARD	MARIE-EVE			400					400							400	46,334
2507	LESSARD	MARIO				161,500		804		161,500							161,500	1,996
2508	LESSARD	MAURICE				330,000		5,000		330,000							330,000	3,994
2509	LESSARD	MICHEL				100,000				100,000							100,000	2,396
2510	LESSARD	NATHALIE				200,000				200,000							200,000	3,994
4289	LESSARD	NATHALIE				75,000		14,688		75,000							75,000	2,396
2511	LESSARD	PAUL				100,000		1,000		100,000							100,000	1,996
2512	LESSARD	RENE				100,000		1,000		100,000							100,000	1,996
2513	LESSARD	RENE				100,000		1,000		100,000							100,000	1,996
2514	LESSARD	RENÉE				100,000				100,000							100,000	1,996
4290	LESSARD	STEPHANIE				75,000				75,000							75,000	2,396
2515	LESSARD	SYLVAIN				300		300		300							300	1,996
4291	LESSARD	TANIA				100,000				100,000							100,000	3,594
2516	LESSARD	THERÈSE				210,000				210,000							210,000	2,765
2517	LESSARD	VERONIQUE				205,000				205,000							205,000	33,940
																	1,996	

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed In the CCAA - Represented by Class Reps

File #	Surname	Name	Amount per Proof of Claim Filed (Note 1)							Total (Divided File #)										
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic; (B) Other Damages (Other than those resulting from the death of a person.)	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (A) Economic; (B) Other Damages (Other than those resulting from the death of a person.)	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (A) Economic; (B) Other Damages (Other than those resulting from the death of a person.)	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (A) Other Damages (Other than those resulting from the death of a person or from bodily injuries); (B) Damages for Loss of Use of Property; (C) Damages for Loss of Use of Income	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (A) Other Damages (Other than those resulting from the death of a person or from bodily injuries); (B) Damages for Loss of Use of Property; (C) Damages for Loss of Use of Income	Schedule 7 (A) Claim Other than a Claim for Damages as a Result of the July 28, 2015 Earthquake (Excluded Claims) (Excluded Claims by Wingo Estate) (A) Other Damages (Other than those resulting from the death of a person or from bodily injuries); (B) Damages for Loss of Use of Property; (C) Damages for Loss of Use of Income	Total											
2518	LESSARD LACHANCE	YVON																	101,000	3,594
2519	LEFRANTE	REVEN																	101,000	1,996
2520	LEFRANTE	MICHEL, MICHELLES																	110,000	2,795
2521	LEFRANTE	PIERRE																	175,000	1,996
2522	LEFRANTE	ROBERT																	110,000	2,795
2523	LEFELIER	CLAUDE																	105,000	1,996
2524	LEFELIER	RICHARD																	105,000	1,996
2525	LETOURNEAU	GERLAINE																	50,000	1,996
2526	LETOURNEAU	JOYNTMAN																	101,000	2,396
2527	LETOURNEAU	LOUISE																	65,000	1,996
2528	LETOURNEAU	LYSSE																	201,000	1,996
2529	LETOURNEAU	MATRIEU-JEAN																	325,000	45,935
2530	LETOURNEAU	PIERRE																	75,000	1,996
2531	LETOURNEAU	SUZANNE																	201,000	1,996
2532	LETOURNEAU	SARA																	77,479	1,996
2533	LETOURNEAU	ADELE																	200,000	55,769
2534	LETOURNEAU	ARTHUR																	200,000	77,479
2535	LETOURNEAU	ROSE																	200,000	77,479
2536	LEVASSUR	LOUISE																	175,000	25,363
2537	LEVASSUR	LEVELLE																	125,000	4,392
2538	LEVESQUE	SEBASTIEN																	101,000	2,396
2539	LEVESQUE	YVON																	375,000	46,334
2540	L'HUILLIER	HELENE																	5,200	101,000
2541	LIARD	SOPHIE																	5,200	3,594
2542	LOISELLE	NOEMIE																	428,000	4,392
2543	LONGCHAMPS	CEDRIC																	75,000	1,996
2544	LONGCHAMPS	EMMY																	25,000	2,396
2545	LONGCHAMPS	JADE																	25,000	2,396
2546	LONGCHAMPS	LESE																	25,000	2,396
2547	LONGCHAMPS	L'YNI																	101,000	2,396
2548	LONGCHAMPS	RENAUD																	101,000	2,396
2549	LONGPRE	YVES																	25,000	1,996
2550	LONGPRE	NIL																	25,000	1,996
2551	LOUIS-XI	RACHEL																	5,000	1,996
2552	LOUIS-XI	LOUISE																	5,000	1,996
2553	MACOURE	YVES																	175,000	1,996
2554	MAGNANI	RICHARD																	175,000	2,795
2555	MAGNANI	ALAIN																	181,100	4,392
2556	MAGNANI	DANIEL																	28,000	3,594
2557	MAGNANI	OSSEE																	25,000	1,996
2558	MAGNANI	PAULEMILE																	243,525	1,996
2559	MAGNANI	STEPHANIE																	75,000	1,996
2560	MAGNANI	ALEXANDRE																	75,000	1,996
2561	MAGNANI	ALIVE																	335,000	1,996
2562	MAGNANI	ANDY																	75,000	3,594
2563	MAGNANI	ANIE																	225,000	1,996
2564	MAGNANI	FREDERIC																	101,000	1,996
2564	MAGNANI	JOCELYNE																	101,000	1,996

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref. #	Surname	Name	Amount per Proof of Claim Filed (Note 1)											Total	Total Dividend Paid (Note 2)				
			Schedule 1 - Claims damages resulting from the death of a person. (A) Economic and (B) Other Damages Material Damages	Schedule 2a - Claims damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Material Damages	Schedule 2b - Claims damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Material Damages	Schedule 3a - Claims damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Use of Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Property	Schedule 3b - Claims damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (J) Business Damages not resulting from the Loss of Use of Property	(K) Damages for Loss of Use of Property (L) Damages for Loss of Use of Property	(M) Damages for Loss of Use of Property (N) Other Damages	(O) Claim Other than a Claim for Personal Injuries Result of the July 6, 2013 Dependent Damages (Class-Settlement) (Revised Class-Settlement)	(P) Claim Other than a Claim for Personal Injuries Result of the July 6, 2013 Dependent Damages (Class-Settlement) (Revised Class-Settlement)	(R) Claim Other than a Claim for Personal Injuries Result of the July 6, 2013 Dependent Damages (Class-Settlement) (Revised Class-Settlement)	(S) Claim Other than a Claim for Personal Injuries Result of the July 6, 2013 Dependent Damages (Class-Settlement) (Revised Class-Settlement)						
2555	MARÉCHAL	JOEY																225,000	1,996
2556	MARÉCHAL	LAURIE																109,000	1,996
2558	MARÉCHAL	MAXIME																225,000	1,996
2559	MARÉCHAL	MELANIE																101,000	1,996
2570	MARÉCHAL	NICK																175,000	1,996
2571	MARÉCHAL	REJEAN																701,000	1,996
2572	MARÉCHAL	SERGE																175,000	3,594
2573	MARÉCHAL	STUVIE																225,500	1,996
2574	MARÉCHAL	DUMONT																100,000	3,594
2575	MARÉCHAL	CHRY																172,000	2,795
2576	MARÉCHAL	DAVID																70,000	1,996
2577	MARÉCHAL	PETER																70,000	1,996
4285	MARÉCHAL	ANDRÉ																15,000	1,996
4286	MARÉCHAL	ANDRÉ																70,000	1,996
4287	MARÉCHAL	MARIELE																70,000	1,996
4288	MARÉCHAL	MARIELE																70,000	1,996
4289	MARÉCHAL	WYNICT																70,000	1,996
4290	MARÉCHAL	MARIELE																70,000	1,996
4291	MARÉCHAL	OSY																210,000	4,532
4292	MARÉCHAL	KATIA																201,000	4,302
4293	MARÉCHAL	PATRICIA																1,000	2,306
4294	MARÉCHAL	EMILIE																208,150	47,832
4295	MARÉCHAL	JOSSE																301,450	4,302
4296	MARÉCHAL	MELANIE																100,800	30,940
4297	MARÉCHAL	ALEXANDRE																75,000	1,996
4298	MARÉCHAL	ANDRÉ																101,000	2,396
4299	MARÉCHAL	ANDRÉ																101,000	2,396
4300	MARÉCHAL	ERIC																101,000	2,396
4301	MARÉCHAL	ERIC																275,000	1,996
4302	MARÉCHAL	GUYLANE																100,000	1,996
4303	MARÉCHAL	TOMMY																75,000	1,996
4304	MARÉCHAL	ERIC																75,000	1,996
4305	MARÉCHAL	FRANÇOIS																84,000	3,594
4306	MARÉCHAL	JIM DENIS																184,225	2,795
4307	MARÉCHAL	PIERRE-PAUL																75,000	1,996
4308	MARÉCHAL	RENE																101,000	1,996
4309	MARÉCHAL	RONALD																281,705	25,363
4310	MARÉCHAL	VALERIE																450,500	1,996
4311	MARÉCHAL	CAROLE																280,197	1,996
4312	MARÉCHAL	AUDREY																75,400	1,996
4313	MARÉCHAL	BENOIT																75,000	1,996
4314	MARÉCHAL	DENISE																182,454	77,479
4315	MARÉCHAL	FRANÇOIS																375,500	1,996
4316	MARÉCHAL	LOUISE																75,000	4,302
4317	MARÉCHAL	MAELENE																283,853	47,032
4318	MARÉCHAL	MATASHA																375,500	1,996
4319	MARÉCHAL	MARIE-CLAIRE																201,000	4,302
4320	MARÉCHAL	ODETTE																200,000	1,996
4321	MARÉCHAL	CECILE																101,000	1,996
4322	MARÉCHAL	ANDRÉ																101,000	2,396
4323	MARÉCHAL	VALERIE																101,000	4,302
4324	MARÉCHAL	LEONARD																425,000	1,996
4325	MARÉCHAL	LEONARD																75,000	1,996
4326	MARÉCHAL	RICHARD																75,000	1,996
4327	MARÉCHAL	ZACHARY																75,000	1,996

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount Per Proof of Claim Filed (Note 1)				Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (G) Market Damages to Property (H) Damages to Use of Property (I) Damages by Loss of Use of Property (J) Damages by Loss of Use of Property (K) Business Damages and Revenues from the Loss of Use of Property (L) Damages by Loss of Use of Property				Total (Note 7)		
			(A) Economic and (B) Other Damages	(C) Economic and (D) Other Damages	(E) Economic and (F) Other Damages	(G) Market Damages to Property				(H) Damages to Use of Property	(I) Damages by Loss of Use of Property	(J) Damages by Loss of Use of Property	(K) Business Damages and Revenues from the Loss of Use of Property		(L) Damages by Loss of Use of Property	
2605	MASSE	MARC ANTOINE	375,000												375,000	1,996
2606	MATHIEU	MAREPPIER														1,996
2607	MATHIEU	EMERENTIENNE														1,996
2608	MATHIEU	JOSELYNE														1,996
2610	MATHIEU	LINDA														1,996
2611	MAURICE	MONYCY														1,996
2612	MAYER	LUC														1,996
2613	MAYER	MARIE														1,996
2614	MAYNARD	GENEVIÈVE M.														1,996
2615	MAYNARD	JACQUES														1,996
2617	MAYNARD	JACQUES														1,996
2618	MAYNARD	JACQUES														1,996
2619	MAYNARD	JACQUES														1,996
2620	MAYNARD	JACQUES														1,996
2621	MAYNARD	JACQUES														1,996
2622	MAYNARD	JACQUES														1,996
2623	MAYNARD	JACQUES														1,996
2624	MAYNARD	JACQUES														1,996
2625	MAYNARD	JACQUES														1,996
2626	MAYNARD	JACQUES														1,996
2627	MAYNARD	JACQUES														1,996
2628	MAYNARD	JACQUES														1,996
2629	MAYNARD	JACQUES														1,996
2630	MAYNARD	JACQUES														1,996
2631	MAYNARD	JACQUES														1,996
2632	MAYNARD	JACQUES														1,996
2633	MAYNARD	JACQUES														1,996
2634	MAYNARD	JACQUES														1,996
2635	MAYNARD	JACQUES														1,996
2636	MAYNARD	JACQUES														1,996
2637	MAYNARD	JACQUES														1,996
2638	MAYNARD	JACQUES														1,996
2639	MAYNARD	JACQUES														1,996
2640	MAYNARD	JACQUES														1,996
2641	MAYNARD	JACQUES														1,996
2642	MAYNARD	JACQUES														1,996
2643	MAYNARD	JACQUES														1,996
2644	MAYNARD	JACQUES														1,996
2645	MAYNARD	JACQUES														1,996
2646	MAYNARD	JACQUES														1,996
2647	MAYNARD	JACQUES														1,996
2648	MAYNARD	JACQUES														1,996
2649	MAYNARD	JACQUES														1,996
2650	MAYNARD	JACQUES														1,996
2651	MAYNARD	JACQUES														1,996
2652	MAYNARD	JACQUES														1,996
2653	MAYNARD	JACQUES														1,996
2654	MAYNARD	JACQUES														1,996
2655	MAYNARD	JACQUES														1,996

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref. #	Surname	Name	Amount set Proof of Claim Filed (Note 1)							Total	Total Dividend Paid (Note 2)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages from the death of a person as from bodily injuries. (G) Damages for Loss of Use of Property	Schedule 3B - Claiming damages from the death of a person as from bodily injuries. (H) Business Damages resulting from the Loss of Use of Property	Schedule 7 (I) Claim Other than Claim for Pain & Suffering (Resumed Claims)	Schedule 7 (J) Claim Other than Claim for Pain & Suffering (Resumed Claims)		
2655	MERCIER	MAURICE						275,000		275,000	1,996
2657	MERCIER	MAXIME		4,000			3,000	100,000		104,000	3,954
2658	MERCIER	MICHELE						100,000		100,000	1,996
2659	MERCIER	MICHELE						100,000		100,000	1,996
2660	MERCIER	MIRIAM						110,000		110,000	1,996
2661	MERCIER	NORMAND						100,000		100,000	1,996
2662	MERCIER	ONEL						7,500		7,500	1,996
2663	MERCIER	PERRIN						75,000		75,000	1,996
2664	MERCIER	PIERRE						100,000		100,000	1,996
2665	MERCIER	REJEAN						100,000		100,000	1,996
2666	MERCIER	REJEAN						100,000		100,000	1,996
2667	MERCIER	RENE						110,000		110,000	1,996
2668	MERCIER	RENE						70,000		70,000	1,996
2669	MERCIER	STEPHANIE						3,250		3,250	1,996
2670	MERCIER	SUZANNE						175,000		175,000	1,996
2671	MERCIER	SYLVIE						150,000		150,000	1,996
2672	MERCIER	YVAN						175,000		175,000	1,996
2673	MERCIER FORTIER	YVAN		100,000			1,000	100,000		201,000	55,706
2674	MERCIER HACHE	JOYANE						75,000		75,000	1,996
2675	METWIER	CLOE						325,000		325,000	1,996
2676	METWIER	HELENE						135,000		135,000	1,996
2677	METWIER	PAUL						325,000		325,000	1,996
2678	MICHAUD	JULIE	22,748	12,213			3,142	105,000		143,163	46,125
2679	MICHAUD	AUNE T.	14,400					125,000		139,400	4,392
2680	MICHAUD	DOMINIQUE						75,000		75,000	1,996
2681	MICHAUD	FREDERIC						125,000		125,000	1,996
2682	MICHAUD	MATHALE						100,000		100,000	1,996
2683	MICHAUD	FLORENCE						210,000		210,000	1,996
2684	MICHAUD	JESSICA						275,000		275,000	1,996
2685	MIGNAULT	HUGHES	1,000	4,000			1,000	35,000		39,000	3,954
2686	MIGNAULT	CHRISTIANNE						225,000		225,000	1,996
2687	MILLER	DANNY						160,000		160,000	1,996
2688	MILLER	LESE						175,000		175,000	1,996
2689	MILLER	ALEXANDRE						75,000		75,000	1,996
2690	MILLER	ALEXIS						75,000		75,000	1,996
2691	MILLER	ANGELOUE						110,000		110,000	1,996
2692	MILLER	ELIZABETH						50,000		50,000	1,996
2693	MILLER	MARVIANNE						75,000		75,000	1,996
2694	MILLER	PHILIPPE						50,000		50,000	1,996
2695	MILLER	ZOELIE						75,000		75,000	1,996
2696	MILLER	ARTHUR JOHN						175,000		175,000	1,996
2697	MILLER	STEPHANIE						225,000		225,000	1,996
2698	MILLER	MONTAGNE						100,000		100,000	1,996
2699	MILLER	CLAUDE						100,000		100,000	1,996
2700	MILLER	LOUISE						205,000		205,000	1,996
2701	MONTMAREL	MARIE-PIER						2,540		2,540	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of China Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Table 1)										Total	Total Damages Paid (Table 2)					
			Schedule 1 - Claiming damages resulting from the death of a person	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else	(A) Economic and Material Damages	(B) Economic and Material Damages	(C) Economic and Material Damages	(D) Other Damages	(E) Other Damages	(F) Other Damages	(G) Other Damages			(H) Other Damages				
2697	MONTAUBAULT	RENE															176,000	3,594	
2698	MONTAUBAULT	ROSALIE																153,000	3,594
2699	MONTAUBAULT	GERARD																100,000	3,594
2700	MONTAUBAULT	DANIEL																100,000	3,594
2701	MONTPETIT	LYNE																100,000	3,594
2703	MORIN	ALDO																100,000	3,594
2704	MORIN	ARNEVE																100,000	3,594
2705	MORIN	ANTOINETTE																100,000	3,594
2706	MORIN	ANNE																100,000	3,594
2707	MORIN	AUDREY	20,000															100,000	3,594
2708	MORIN	BENJAMIN																100,000	3,594
2709	MORIN	BENJAMIN																100,000	3,594
2710	MORIN	CAROLINE	375,000															100,000	3,594
2711	MORIN	CHARLOTTE																100,000	3,594
2712	MORIN	CLAUDIE																100,000	3,594
2713	MORIN	CORALIE																100,000	3,594
2714	MORIN	DANIEL																100,000	3,594
2715	MORIN	ERIC																100,000	3,594
2716	MORIN	FRANCOISE																100,000	3,594
2717	MORIN	FRANCOISE																100,000	3,594
2718	MORIN	GABRIEL																100,000	3,594
2719	MORIN	GASTON																100,000	3,594
2720	MORIN	GUYLAINE																100,000	3,594
2721	MORIN	GUYLAINE																100,000	3,594
2722	MORIN	ISABELLE																100,000	3,594
2723	MORIN	JACQUES																100,000	3,594
2724	MORIN	JULIE																100,000	3,594
2725	MORIN	JUSTINE																100,000	3,594
2726	MORIN	LOIC																100,000	3,594
2727	MORIN	MARIE-ROSE																100,000	3,594
2728	MORIN	MICHEL																100,000	3,594
2729	MORIN	MICHEL																100,000	3,594
2730	MORIN	NATHAN																100,000	3,594
2731	MORIN	NATHAN																100,000	3,594
2732	MORIN	NICOLE																100,000	3,594
2733	MORIN	NICOLE																100,000	3,594
2734	MORIN	NORMAND																100,000	3,594
2735	MORIN	NORMAND																100,000	3,594
2736	MORIN	NORMAND																100,000	3,594
2737	MORIN	NORMAND																100,000	3,594
2738	MORIN	NORMAND																100,000	3,594
2739	MORIN	NORMAND																100,000	3,594
2740	MORIN	NORMAND																100,000	3,594
2741	MORIN	NORMAND																100,000	3,594
2742	MORIN	NORMAND																100,000	3,594
2743	MORIN	NORMAND																100,000	3,594
2744	MORIN	NORMAND																100,000	3,594
2745	MORIN	NORMAND																100,000	3,594
2746	MORIN	NORMAND																100,000	3,594



Ref #	Surname	Name	Amount for Proof of Claim Filed (Note 1)											Total Claimed (Per Note 2)				
			Schedule 1 - Claiming damages resulting from bodily injuries suffered from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Material Damages	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries. (G) Material Damages to Property (H) Damages to Loss of Income (I) Damages for Loss of Use of Property (J) Damages for Loss of Life of Property (K) Economic Damages (L) Damages for Loss of Use of Property (M) Damages for Loss of Life of Property	(N) Other Damages	(O) Other Damages	(P) Other Damages	(Q) Other Damages	(R) Other Damages	(S) Other Damages	(T) Other Damages					
2782	NADÉAU	LOUISETTE																4,392
2783	NADÉAU	MANON																4,392
2784	NADÉAU	MARCEL																4,392
2785	NADÉAU	MARIEPIER																4,392
2786	NADÉAU	MARTINE																4,392
4329	NADÉAU	MARTHE																4,392
4576	NADÉAU	MELISSA																4,392
2787	NADÉAU	PIERRE																4,392
2788	NADÉAU	RIKAUD																4,392
2789	NADÉAU	RICHARD																4,392
2800	NADÉAU	ROSEANNA																4,392
2801	NADÉAU	SUSANNA																4,392
2802	NADÉAU	SUZANNE																4,392
2803	NADÉAU	TOMMY																4,392
2804	NADÉAU	VANESSA																4,392
2805	NADÉAU	YVES																4,392
2806	NADÉAU	YVES																4,392
4530	NADÉAU	YVES																4,392
4531	NADÉAU	MARCELLE																4,392
2809	NADÉAU	MARCELLE																4,392
2810	NANTAS	JEAN																4,392
2811	NELSON	DOMINIQUE																4,392
2812	NOEL	ALEXANDRA																4,392
2813	NOEL	LOUIS																4,392
2814	NOISEUX	ELLEN																4,392
2815	NOISEUX	PAUL																4,392
2816	NOISEUX	CAROLE																4,392
2817	NOLET	GILLES																4,392
2818	NOLET	JACQUES																4,392
2819	NOLET	MONIQUE																4,392
2820	NOLET	MAXIME																4,392
2821	NORMAND	NOLET CHARRIER																4,392
2822	ORRADOVIC	JULIE																4,392
2823	O'CONNOR	BORKA																4,392
2824	ORICHEFOU	REJEANNE																4,392
2825	ORICHEFOU	EMERIC																4,392
2826	ORICHEFOU	FLORENCE																4,392
2827	ORICHEFOU	GILLES																4,392
2828	ORICHEFOU	ISRAEL																4,392
2829	ORICHEFOU	JOHANNE																4,392
2830	ORICHEFSKI	JOHANN																4,392
2831	ORICHEFSKY	JOSEPH																4,392
2832	ORICHEFSKY	SARAH																4,392
2833	ORICHEFSKY	CJARE																4,392
2834	ORCHELLE	CJARE																4,392
2835	ORCHELLE	COTY																4,392
4533	ORCHELLE	MARINE																4,392
2836	ORCHELLE	MARIE																4,392
2837	ORCHELLE	MARIE																4,392
2838	ORCHELLE	MARIE																4,392
2839	ORCHELLE	CHRISTIAN																4,392
2840	ORCHELLE	DOROTHEE																4,392
2841	ORCHELLE	JACQUELINE																4,392

Montreal, Maine & Atlantic Canada Co.  
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Set #	Surname	Name	Amount per Proof of Claim Table (Note 1)										Total (Schedule 7) (Note 1)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself or your dependents. (C) Economic and (D) Other Damages Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages Medical Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Damages for Loss of Use of Property (H) Damages for Loss of Income (I) Other Damages (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (K) Damages for Loss of Use of Property (L) Damages for Loss of Use of Property (M) Business Damages Loss of Use of Property (N) Other Damages	Schedule 7 (O) Claim Other Damages as a Result of the July 6, 2013 Detachment (Economic Claim) (P) Claim Other Damages as a Result of the July 6, 2013 Detachment (Other Claim) (Q) Claim Other Damages as a Result of the July 6, 2013 Detachment (By-Product Claim)	Total (Schedule 7) (Note 1)							
2841	QUELLETTE	MARCELO							100,000						100,000	2,795
4333	QUIMETTES-BROCHU	MATHIEU							75,000						75,000	13,015
2842	PAIEMENT-HARDY	MELANIE							215,000	30					215,030	1,995
2843	PAILLE	DAVID							650,000						650,000	47,132
2844	PAILLE-LAPLANTE	LEA							463,000	6,000					469,000	3,630
2845	PANICHAUD	FRANCOIS							100,000						100,000	1,995
2846	PANISERA	ANTOINE	375,000						384,000						759,000	1,995
2847	PAQUET	GINETTE							100,000						100,000	1,995
2848	PAQUET	FRANCOIS	375,000						416,000						791,000	3,630
2849	PAQUETTE	ANNE							100,000	8,280					108,280	3,630
2850	PAQUETTE	FRANCOIS							175,000						175,000	3,630
2851	PAQUETTE	FRANCOIS							175,000	150					175,150	3,630
2852	PAQUETTE	MARIE-SPIER							100,000	1,000					101,000	2,795
2853	PAQUETTE	GEORGETTE							50,000						50,000	1,995
2854	PARADIS	REAL							21,500	104,500					126,000	3,630
2855	PARADIS	ROLAND							100,000						100,000	1,995
2856	PARADIS	ALYSIAN							100,000						100,000	1,995
2857	PARADIS	ANDRE							1,000						1,000	15
2858	PARADIS	ANNE-JOSEE							12,300						12,300	15
2859	PARADIS	CLAUDE							18,500						18,500	15
2860	PARADIS	GINETTE							100,000						100,000	2,396
2861	PARADIS	JEAN							100,000						100,000	2,396
2862	PARADIS	JEAN							225,000	125,168					350,168	48,535
2863	PARADIS	JEAN-PIERRE							100,000						100,000	1,995
4334	PARADIS	JULIE							9,000						9,000	15
2864	PARADIS	LISE							2,925						2,925	15
2865	PARADIS	LOUIS							100,000						100,000	1,995
2866	PARADIS	LYNE							1,000						1,000	15
4335	PARADIS	MICHELLE							1,000						1,000	15
2867	PARADIS	MONIQUE							1,000						1,000	15
2868	PARADIS	NANCY							1,000						1,000	15
2869	PARADIS	NICOLE							2,500						2,500	15
2870	PARADIS	PATRICK							100,000						100,000	1,995
4526	PARADIS	WILLIAM							100,000						100,000	1,995
2871	PARADIS	ANDRE							100,000						100,000	1,995
2872	PARADIS	ANNE-JOSEE							75,000						75,000	1,995
4336	PARADIS	ANTONETTE							100,000						100,000	1,995
2873	PARADIS	ARONIE							100,000						100,000	1,995
2874	PARADIS	CARL							100,000						100,000	1,995
2875	PARADIS	DANIELLE							75,000						75,000	1,995
2876	PARADIS	RENSE							290,000						290,000	4,382
2877	PARADIS	EDITH							100,000						100,000	1,995
2878	PARADIS	FRANCOIS							100,000						100,000	1,995
2879	PARADIS	FRANCOIS							50,000						50,000	1,995
4337	PARADIS	GABRIELLE							600,000	3,150					603,150	48,334
2880	PARADIS	GABRIELLE							75,500						75,500	4,382
2881	PARADIS	FRANCOIS							350						350	2,850
2882	PARADIS	FRANCOIS							125,000						125,000	1,995
2883	PARADIS	GABRIELLE							50,000						50,000	1,995
2884	PARADIS	GABRIELLE							50,000						50,000	1,995
2885	PARADIS	GABRIELLE							50,000						50,000	1,995
2886	PARADIS	GABRIELLE							50,000						50,000	1,995
2887	PARADIS	GABRIELLE							50,000						50,000	1,995
2888	PARADIS	GABRIELLE							50,000						50,000	1,995
2889	PARADIS	GABRIELLE							50,000						50,000	1,995
2890	PARADIS	GABRIELLE							50,000						50,000	1,995
2891	PARADIS	GABRIELLE							50,000						50,000	1,995
2892	PARADIS	GABRIELLE							50,000						50,000	1,995
2893	PARADIS	GABRIELLE							50,000						50,000	1,995
2894	PARADIS	GABRIELLE							50,000						50,000	1,995
2895	PARADIS	GABRIELLE							50,000						50,000	1,995
2896	PARADIS	GABRIELLE							50,000						50,000	1,995
2897	PARADIS	GABRIELLE							50,000						50,000	1,995
2898	PARADIS	GABRIELLE							50,000						50,000	1,995

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Ref #	Surname	Name	Amount Per Proof of Claim First (Note 1)								Total	Total (Proof of Claim First (Note 2))			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic Damages (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic Damages (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic Damages (F) Other Damages	Schedule 3A - Claiming damages suffered by a spouse, other than those resulting from the death of a person or from bodily injuries. (G) Economic Damages (H) Other Damages	Schedule 3B - Claiming damages suffered by a spouse, other than those resulting from the death of a person or from bodily injuries. (I) Economic Damages (J) Other Damages	(K) Damages for Loss of Support	(L) Damages for Loss of Use of Property	(M) Damages for Loss of Use of Property			(N) Other Damages		
2889	PAIRE	JACQUES												35,469	1,996
2890	PAIRE	JEAN-LOUIS												116,300	3,594
2891	PAIRE	JEAN-LOUIS												101,000	1,996
2892	PAIRE	JERMI												1,500	1,996
2893	PAIRE	JOHANNE												626,000	2,795
2894	PAIRE	JOSYAN												125,000	1,996
2895	PAIRE	JULEN												201,000	47,133
2896	PAIRE	JULIEN												102,000	1,996
2897	PAIRE	JUSTIN												203,150	2,795
2898	PAIRE	LUC												77,000	2,795
2899	PAIRE	MARIESE												100,000	1,996
2900	PAIRE	MICHEL												153,000	2,795
2901	PAIRE	ROSAMIE												100,000	1,996
2902	PAIRE	SASKIA												200,000	3,594
2903	PAIRE	STEVE												113,000	4,392
2904	PAIRE	THOMAS												203,150	2,795
2905	PARENT	GENEVIEVE												75,875	1,996
2906	PARENT	LOUIS-SERGE												75,875	1,996
2907	PARENT	MELISSA												1,202,203	55,709
2908	PASCQUIER-LAMBERT	WYNNIE												75,000	1,996
2909	PATRY	GABRIEL												100,000	1,996
2910	PATRY	HELENE												256,000	1,996
2911	PATRY	JEAN-PIERRE												130,000	1,996
2912	PATRY	LAUREANNE												185,000	1,996
2913	PATRY	LUCILE												75,000	2,795
2914	PAVETTE	GINETTE												75,000	2,795
2915	PELCHAT	ODETTE												87,462	1,996
2916	PELCHAT	ANDY												50,000	1,996
2917	PELCHAT	CHANTALE												75,000	1,996
2918	PELCHAT	DANIEL												75,000	1,996
2919	PELCHAT	FRANCOIS												75,000	1,996
2920	PELCHAT	KATRINA												75,000	1,996
2921	PELCHAT	MATHIS												75,000	1,996
2922	PELCHAT	RENE												75,000	1,996
2923	PELLERIN	YVON												2,175,000	1,996
2924	PELLERIN GREMIER	ARIELLE												25,000	1,996
2925	PELLERIN GREMIER	CLARA												100,000	1,996
2926	PELLERIN GREMIER	JUSTINE												75,000	1,996
2927	PELLERIN GREMIER	CHARITALE												100,000	1,996
2928	PELLERIN GREMIER	CHRISTINE												100,000	1,996
2929	PELLERIN GREMIER	EMILIE												225,000	1,996
2930	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2931	PELLERIN GREMIER	YVON												135,000	1,996
2932	PELLERIN GREMIER	CLARA												85,000	1,996
2933	PELLERIN GREMIER	JUSTINE												75,000	1,996
2934	PELLERIN GREMIER	CHARITALE												75,000	1,996
2935	PELLERIN GREMIER	CHRISTINE												75,000	1,996
2936	PELLERIN GREMIER	EMILIE												100,000	1,996
2937	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2938	PELLERIN GREMIER	YVON												185,000	1,996
2939	PELLERIN GREMIER	ARIELLE												100,000	1,996
2940	PELLERIN GREMIER	CLARA												75,000	1,996
2941	PELLERIN GREMIER	JUSTINE												75,000	1,996
2942	PELLERIN GREMIER	CHARITALE												100,000	1,996
2943	PELLERIN GREMIER	CHRISTINE												100,000	1,996
2944	PELLERIN GREMIER	EMILIE												225,000	1,996
2945	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2946	PELLERIN GREMIER	YVON												135,000	1,996
2947	PELLERIN GREMIER	CLARA												85,000	1,996
2948	PELLERIN GREMIER	JUSTINE												75,000	1,996
2949	PELLERIN GREMIER	CHARITALE												75,000	1,996
2950	PELLERIN GREMIER	CHRISTINE												75,000	1,996
2951	PELLERIN GREMIER	EMILIE												100,000	1,996
2952	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2953	PELLERIN GREMIER	YVON												185,000	1,996
2954	PELLERIN GREMIER	ARIELLE												100,000	1,996
2955	PELLERIN GREMIER	CLARA												75,000	1,996
2956	PELLERIN GREMIER	JUSTINE												75,000	1,996
2957	PELLERIN GREMIER	CHARITALE												100,000	1,996
2958	PELLERIN GREMIER	CHRISTINE												100,000	1,996
2959	PELLERIN GREMIER	EMILIE												225,000	1,996
2960	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2961	PELLERIN GREMIER	YVON												135,000	1,996
2962	PELLERIN GREMIER	CLARA												85,000	1,996
2963	PELLERIN GREMIER	JUSTINE												75,000	1,996
2964	PELLERIN GREMIER	CHARITALE												75,000	1,996
2965	PELLERIN GREMIER	CHRISTINE												75,000	1,996
2966	PELLERIN GREMIER	EMILIE												100,000	1,996
2967	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2968	PELLERIN GREMIER	YVON												185,000	1,996
2969	PELLERIN GREMIER	ARIELLE												100,000	1,996
2970	PELLERIN GREMIER	CLARA												75,000	1,996
2971	PELLERIN GREMIER	JUSTINE												75,000	1,996
2972	PELLERIN GREMIER	CHARITALE												100,000	1,996
2973	PELLERIN GREMIER	CHRISTINE												100,000	1,996
2974	PELLERIN GREMIER	EMILIE												225,000	1,996
2975	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2976	PELLERIN GREMIER	YVON												135,000	1,996
2977	PELLERIN GREMIER	CLARA												85,000	1,996
2978	PELLERIN GREMIER	JUSTINE												75,000	1,996
2979	PELLERIN GREMIER	CHARITALE												75,000	1,996
2980	PELLERIN GREMIER	CHRISTINE												75,000	1,996
2981	PELLERIN GREMIER	EMILIE												100,000	1,996
2982	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2983	PELLERIN GREMIER	YVON												185,000	1,996
2984	PELLERIN GREMIER	ARIELLE												100,000	1,996
2985	PELLERIN GREMIER	CLARA												75,000	1,996
2986	PELLERIN GREMIER	JUSTINE												75,000	1,996
2987	PELLERIN GREMIER	CHARITALE												100,000	1,996
2988	PELLERIN GREMIER	CHRISTINE												100,000	1,996
2989	PELLERIN GREMIER	EMILIE												225,000	1,996
2990	PELLERIN GREMIER	MAURICETTE												100,000	1,996
2991	PELLERIN GREMIER	YVON												135,000	1,996
2992	PELLERIN GREMIER	CLARA													



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Roll #	Surname	Name	Amount per Proof of Claim Filed (Roll 1)										Total (Columns 4-11) (Page 2)					
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself.	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injuries.	Schedule 4 - Claiming damages resulting from the death of a person or from bodily injuries.	(C) Damages for Loss of Use of Property	(D) Damages for Loss of Income	(E) Other Damages	(F) Damages for Loss of Use of Property	(G) Damages for Loss of Use of Property		(H) Damages for Loss of Use of Property				
2983	PHILIPPON	ETIENNE															152,000	
4330	PHILIPPON	FELIX-ANTOINE																75,000
2984	PHILIPPON	GINETTE																100,000
2985	PHILIPPON	GULLAIME																175,000
2986	PHILIPPON	JULIEN																2,000
2987	PHILIPPON	KATIA																1,000
2988	PHILIPPON	LAURA																100,000
2989	PHILIPPON	MARIE-GISELLE																300,000
4346	PHILIPPON	MARTIN																175,000
4351	PHILIPPON	MEGARIE																175,000
2990	PHILIPPON	NORMAND JR																75,000
2991	PHILIPPON	CHARLENE																250,000
2992	PHILIPPON	CHARLENE																150,000
2993	PHILIPPON	CHRISTOPHER																175,000
2994	PHILIPPON	MARIE	375,000															375,000
2995	PHILIPPON	MICHAEL	375,000															375,000
4002	PHILIPPON	NICOLAS	375,000															375,000
4003	PHILIPPON	STEPHANIE																278,150
2997	PHILIPPON	JULIE																202,000
2998	PHILIPPON	RAYMONDE																68,000
2999	PHILIPPON	YVON																100,000
3000	PHILIPPON	FREDERICK																100,000
3002	PHILIPPON	JACQUELINE																100,000
3003	PHILIPPON	MARTIN																50,000
3004	PHILIPPON	MONIQUE																100,000
3005	PHILIPPON	OLIVIER																100,000
3006	PHILIPPON	ZAK																325,000
3007	PHILIPPON	NOELLA																75,000
3008	PHILIPPON	PILOTTE																475,000
3009	PHILIPPON	ROSE																325,000
3010	PHILIPPON	GENEVIEVE																75,000
4352	PHILIPPON	ROBERT																325,000
3011	PHILIPPON	LUCHE																75,000
3013	PHILIPPON	JEAN FRANCOIS																325,000
3014	PHILIPPON	CAROLINE																200,000
3015	PHILIPPON	PATRICK																190,000
3016	PHILIPPON	CHARLENE																100,000
3017	PHILIPPON	ANTHONY																100,000
4353	PHILIPPON	JEAN FRANCOIS																175,000
3019	PHILIPPON	LINDA																75,000
4351	PHILIPPON	REVALD																50,000
3020	PHILIPPON	THELISE																75,000
3022	PHILIPPON	ADRIEN																175,000
4354	PHILIPPON	BRUNO																350,000
3023	PHILIPPON	COLETTTE																1,000
3024	PHILIPPON	COLETTTE																1,000
3025	PHILIPPON	DIANE																1,000
3026	PHILIPPON	ESTHER																1,000
3027	PHILIPPON	ESTHER																1,000
3028	PHILIPPON	GASTON																6,300

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 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)						
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Medical Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Medical Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Medical Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Personal Property (J) Damages for Loss of Use of Personal Property	(K) Damages for Loss of Use of Personal Property	(L) Damages for Loss of Use of Personal Property	(M) Damages for Loss of Use of Personal Property	(N) Damages for Loss of Use of Personal Property	(O) Damages for Loss of Use of Personal Property	(P) Damages for Loss of Use of Personal Property			(Q) Damages for Loss of Use of Personal Property					
3030	POIRER	GERALD				885	10,895								85,000				96,790	55,709
3031	POIRER	GERARD					4,240								175,000				179,240	3,984
3032	POIRER	GUY					1,000								100,000				101,000	1,996
3034	POIRER	JEAN-FRANCOIS													100,000				100,000	1,996
3035	POIRER	JONATHAN													100,000				100,000	24,565
3036	POIRER	JUDITH	10,000												100,000				110,000	2,785
3037	POIRER	JULIE													25,000				25,000	1,996
3038	POIRER	KEVIN													100,000				100,000	1,996
3039	POIRER	LAURA (M)													100,000				100,000	1,996
3040	POIRER	LAURENT													100,000				100,000	1,996
3041	POIRER	LAWRENCE													100,000				100,000	1,996
3042	POIRER	LAYLA													100,000				100,000	1,996
3043	POIRER	LISE													100,000				100,000	1,996
3044	POIRER	LOURANE													100,000				100,000	1,996
3045	POIRER	LOUISE													100,000				100,000	1,996
3046	POIRER	MARTINE													100,000				100,000	1,996
3047	POIRER	MONIQUE													100,000				100,000	1,996
3048	POIRER	NATHALIE													100,000				100,000	1,996
3049	POIRER	PIERRE													100,000				100,000	1,996
3050	POIRER	PIERRETTE													100,000				100,000	1,996
3051	POIRER	RAYMOND													100,000				100,000	1,996
3052	POIRER	RICHARD													100,000				100,000	1,996
3053	POIRER	STEPHANE													100,000				100,000	1,996
3054	POIRER	THERESE													100,000				100,000	1,996
3055	POIRER	VERONIQUE													100,000				100,000	1,996
3056	POIRER	VINCENT													100,000				100,000	1,996
3057	POIRER	YVES													100,000				100,000	1,996
3058	POIRER	YVON													100,000				100,000	1,996
3059	POIRER	HUARD													100,000				100,000	1,996
3060	POISSANT	MARIE-SOLEIL													100,000				100,000	1,996
3061	POISSANT	MARIE													100,000				100,000	1,996
3062	POISSON	AMABELLE													100,000				100,000	1,996
3063	POISSON	CHRISTINE													100,000				100,000	1,996
3064	POISSON	DENIS													100,000				100,000	1,996
3065	POISSON	JACQUES													100,000				100,000	1,996
3066	POISSON	LILIANNE													100,000				100,000	1,996
3067	POISSON	MARINETTE C													100,000				100,000	1,996
3068	POISSON	PIERRE-LUC													100,000				100,000	1,996
3069	POISSON	SOPHIE													100,000				100,000	1,996
3070	POISSON	VINCENT													100,000				100,000	1,996
3071	POISSON	LORENTE													100,000				100,000	1,996
3072	POISSON	FRANCOIS													100,000				100,000	1,996
3073	POISSON	FRANCOIS													100,000				100,000	1,996
3074	POISSON	FRANCOIS													100,000				100,000	1,996
3075	POISSON	NATHALIE													100,000				100,000	1,996
3076	POISSON	PHILIPPE													100,000				100,000	1,996
3077	POISSON	MAURICE													100,000				100,000	1,996

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Maps

Def #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Damages (Note 7)			
			Schedule 1 - Claiming damages resulting from the death of a person from the death of a person (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by a person (C) Economic and Material Damages by a person (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and Material Damages by someone else (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Income (J) Damages for Loss of Use of Property (K) Other Damages	Schedule 7 (M) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (N) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (O) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (P) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)	(R) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (S) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)	(T) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (U) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)	(V) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (W) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)	(X) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (Y) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)	(Z) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (AA) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)			(AB) Other Damages as a Result of the July 6, 2013 Damaged (Advanced) (AC) Other Damages as a Result of the July 6, 2013 Damaged (Advanced)		
3077	POPARA	DALINA														15,600	1,996
3078	POPARA	MARIO		20,800					15,600							225,000	46,536
3079	POPARA	MIRJANA														100,000	1,996
3080	POPARA	ALJME							1716							200,000	1,996
3081	POULIN	ANDRE						5,100								100,000	1,996
3082	POULIN	CLAUDE						10,000								100,000	1,996
3083	POULIN	DANIEL						1,000								100,000	1,996
3084	POULIN	DANIELE						891								100,000	1,996
3085	POULIN	COUSIN						2,000								100,000	1,996
3086	POULIN	FELIX						4,226								175,000	1,996
3087	POULIN	GENEVIÈVE														75,000	1,996
3088	POULIN	JACQUETTE														75,000	1,996
3089	POULIN	JACQUETTE														75,000	1,996
3090	POULIN	JACQUETTE														75,000	1,996
3091	POULIN	JACQUETTE														75,000	1,996
3092	POULIN	JACQUETTE														75,000	1,996
3093	POULIN	JACQUETTE														75,000	1,996
3094	POULIN	JACQUETTE														75,000	1,996
3095	POULIN	JACQUETTE														75,000	1,996
3096	POULIN	JACQUETTE														75,000	1,996
3097	POULIN	JACQUETTE														75,000	1,996
3098	POULIN	JACQUETTE														75,000	1,996
3099	POULIN	JACQUETTE														75,000	1,996
3100	POULIN	JACQUETTE														75,000	1,996
3101	POULIN	JACQUETTE														75,000	1,996
3102	POULIN	JACQUETTE														75,000	1,996
3103	POULIN	JACQUETTE														75,000	1,996
3104	POULIN	JACQUETTE														75,000	1,996
3105	POULIN	JACQUETTE														75,000	1,996
3106	POULIN	JACQUETTE														75,000	1,996
3107	POULIN	JACQUETTE														75,000	1,996
3108	POULIN	JACQUETTE														75,000	1,996
3109	POULIN	JACQUETTE														75,000	1,996
3110	POULIN	JACQUETTE														75,000	1,996
3111	POULIN	JACQUETTE														75,000	1,996
3112	POULIN	JACQUETTE														75,000	1,996
3113	POULIN	JACQUETTE														75,000	1,996
3114	POULIN	JACQUETTE														75,000	1,996
3115	POULIN	JACQUETTE														75,000	1,996
3116	POULIN	JACQUETTE														75,000	1,996
3117	POULIN	JACQUETTE														75,000	1,996
3118	POULIN	JACQUETTE														75,000	1,996
3119	POULIN	JACQUETTE														75,000	1,996
3120	POULIN	JACQUETTE														75,000	1,996
3121	POULIN	JACQUETTE														75,000	1,996
3122	POULIN	JACQUETTE														75,000	1,996
3123	POULIN	JACQUETTE														75,000	1,996
3124	POULIN	JACQUETTE														75,000	1,996
3125	POULIN	JACQUETTE														75,000	1,996
3126	POULIN	JACQUETTE														75,000	1,996
3127	POULIN	JACQUETTE														75,000	1,996
3128	POULIN	JACQUETTE														75,000	1,996
3129	POULIN	JACQUETTE														75,000	1,996
3130	POULIN	JACQUETTE														75,000	1,996
3131	POULIN	JACQUETTE														75,000	1,996
3132	POULIN	JACQUETTE														75,000	1,996
3133	POULIN	JACQUETTE														75,000	1,996
3134	POULIN	JACQUETTE														75,000	1,996
3135	POULIN	JACQUETTE														75,000	1,996
3136	POULIN	JACQUETTE														75,000	1,996
3137	POULIN	JACQUETTE														75,000	1,996
3138	POULIN	JACQUETTE														75,000	1,996
3139	POULIN	JACQUETTE														75,000	1,996
3140	POULIN	JACQUETTE														75,000	1,996
3141	POULIN	JACQUETTE														75,000	1,996
3142	POULIN	JACQUETTE														75,000	1,996
3143	POULIN	JACQUETTE														75,000	1,996
3144	POULIN	JACQUETTE														75,000	1,996
3145	POULIN	JACQUETTE														75,000	1,996
3146	POULIN	JACQUETTE														75,000	1,996
3147	POULIN	JACQUETTE														75,000	1,996
3148	POULIN	JACQUETTE														75,000	1,996
3149	POULIN	JACQUETTE														75,000	1,996
3150	POULIN	JACQUETTE														75,000	1,996
3151	POULIN	JACQUETTE														75,000	1,996
3152	POULIN	JACQUETTE														75,000	1,996
3153	POULIN	JACQUETTE														75,000	1,996
3154	POULIN	JACQUETTE														75,000	1,996
3155	POULIN	JACQUETTE														75,000	1,996
3156	POULIN	JACQUETTE														75,000	1,996
3157	POULIN	JACQUETTE														75,000	1,996
3158	POULIN	JACQUETTE														75,000	1,996
3159	POULIN	JACQUETTE														75,000	1,996
3160	POULIN	JACQUETTE														75,000	1,996
3161	POULIN	JACQUETTE														75,000	1,996
3162	POULIN	JACQUETTE														75,000	1,996
3163	POULIN	JACQUETTE														75,000	1,996
3164	POULIN	JACQUETTE														75,000	1,996
3165	POULIN	JACQUETTE														75,000	1,996
3166	POULIN	JACQUETTE														75,000	1,996
3167	POULIN	JACQUETTE														75,000	1,996
3168	POULIN	JACQUETTE														75,000	1,996
3169	POULIN	JACQUETTE														75,000	1,996
3170	POULIN	JACQUETTE															

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 2)				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Material Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Material Damages	Schedule 2C - Claiming damages resulting from the death of a person or from bodily injuries. (G) Medical Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Income (J) Other Damages	Schedule 2D - Claiming damages resulting from the death of a person or from bodily injuries. (K) Business Damages not resulting from the Loss of Use of Property	Schedule 3 - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Income (N) Other Damages	Schedule 4 - Claim Other than a Claim for Personal Damages. (O) Claim Other than a Claim for Personal Damages. (P) Claim Other than a Claim for Personal Damages. (Q) Claim Other than a Claim for Personal Damages. (R) Claim Other than a Claim for Personal Damages. (S) Claim Other than a Claim for Personal Damages. (T) Claim Other than a Claim for Personal Damages. (U) Claim Other than a Claim for Personal Damages. (V) Claim Other than a Claim for Personal Damages. (W) Claim Other than a Claim for Personal Damages. (X) Claim Other than a Claim for Personal Damages. (Y) Claim Other than a Claim for Personal Damages. (Z) Claim Other than a Claim for Personal Damages.									
3132	PROTEAU	LUCIEN														10,000	3,594	
4655	PROTEAU	MARIE-CRISTINE															100,000	-
3133	PROTEAU	MARCOLENE															100,000	4,382
3134	PROTEAU	MARLENE															178,000	3,594
3136	PROTEAU	SEBASTIEN															225,000	1,996
3137	PROTEAU	STYVO															100,000	2,795
3139	PROULX	ALICA	10,000														100,000	1,996
3140	PROULX	JEAN-FRANCOIS															100,000	4,382
3141	PROULX	MARIEA	10,000														100,000	1,996
3142	PROVOUST	NATHALIE															100,000	1,996
3143	PROVOUST	SONYA															100,000	1,996
3144	PRUMEAU	GERVAISE															100,000	1,996
3145	QUINTAL	RENE															100,000	1,996
3146	QUINTAL	BENoit															100,000	1,996
3147	QUIRON	BENoit															100,000	1,996
3148	QUIRON	CALLEN															100,000	1,996
4638	QUIRON	CATHERINE															100,000	1,996
3149	QUIRON	CANDY															100,000	1,996
3150	QUIRON	DIANE															100,000	1,996
4366	QUIRON	ELIE															100,000	1,996
3151	QUIRON	ELodie															100,000	1,996
3152	QUIRON	FRANCOIS															100,000	1,996
4367	QUIRON	FREDERIC															100,000	1,996
3153	QUIRON	GABRIELLE															100,000	1,996
4537	QUIRON	GENEVIÈVE															100,000	1,996
3154	QUIRON	JACQUES															100,000	1,996
3155	QUIRON	JEAN-LUC															100,000	1,996
3156	QUIRON	JEAN-MARIE															100,000	1,996
4368	QUIRON	JESSICA															100,000	1,996
3157	QUIRON	JESSIE															100,000	1,996
3158	QUIRON	JOCELYN															100,000	1,996
3175	QUIRON	KARINE															100,000	1,996
3159	QUIRON	LAURENT															100,000	1,996
3160	QUIRON	LOURSETTE															100,000	1,996
4369	QUIRON	LUC															100,000	1,996
3161	QUIRON	MARCELENE															100,000	1,996
3162	QUIRON	MARIE-CLAIRE															100,000	1,996
3163	QUIRON	MARTIN															100,000	1,996
3164	QUIRON	MAYSEN															100,000	1,996
3165	QUIRON	MELANIE															100,000	1,996
3166	QUIRON	NANCY															100,000	1,996
3167	QUIRON	NANCY															100,000	1,996
3168	QUIRON	RENAUD															100,000	1,996
3169	QUIRON	ROBERT															100,000	1,996
3170	QUIRON	ROSA															100,000	1,996
3171	QUIRON	STEPHANE															100,000	1,996
3172	QUIRON	VERONIQUE															100,000	1,996
3173	QUIRON	VERONIQUE															100,000	1,996
3174	QUIRON-COTE	NICKOLAS															100,000	1,996
3175	RABY	ZAKARY-ALEXANDRE															100,000	1,996
3177	RACHID	ERRABHI															100,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed In the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total (Per Class Rep) (Note 2)				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages for Loss of Income (I) Damages for Loss of Use of Property (J) Intangible Damages (K) Damages for Loss of Use of Property (L) Damages for Loss of Use of Property (M) Damages for Loss of Use of Property (N) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (O) Material Damages to Property (P) Damages for Loss of Income (Q) Damages for Loss of Use of Property (R) Intangible Damages (S) Damages for Loss of Use of Property (T) Damages for Loss of Use of Property (U) Other Damages	Schedule 7 (U) Other Damages (V) Other Damages (W) Other Damages (X) Other Damages (Y) Other Damages (Z) Other Damages	Total								
3178	RAINVILLE	SYLVIE														1,996	
3179	RANCOURT	ALEXANDR															1,996
3180	RANCOURT	ANTOIN															2,396
3181	RANCOURT	ARNAUD															3,594
3182	RANCOURT	CAROLINE															4,133
3183	RANCOURT	CLAUDE	375,000														1,996
3184	RANCOURT	EMILIE															33,940
3185	RANCOURT	FELIX ANTOINE															181,000
3186	RANCOURT	FERNANDES															2,795
3187	RANCOURT	FERNANDES															101,000
3188	RANCOURT	FRANCOIS															181,000
3189	RANCOURT	FRANCOIS															2,795
3190	RANCOURT	FRANCOIS															101,000
3191	RANCOURT	JUDITH															181,000
3192	RANCOURT	JUDITH															2,795
3193	RANCOURT	LAETIA															101,000
3194	RANCOURT	LAETIA															1,996
3195	RANCOURT	LOUISETTE															75,000
3196	RANCOURT	LUCIE															1,996
3197	RANCOURT	LUKAS															101,000
3198	RANCOURT	MARC-OLIVIER															1,996
3199	RANCOURT	MARSHANNE															534,115
3200	RANCOURT	MARSHANNE															1,996
3201	RANCOURT	MARSHANNE															75,000
3202	RANCOURT	MARIE-CLAUDE															3,594
3203	RANCOURT	MARIE-CLAUDE															1,996
3204	RANCOURT	MARIE-CLAUDE															101,000
3205	RANCOURT	MARIE-CLAUDE															1,996
3206	RANCOURT	MARIE-CLAUDE															75,000
3207	RANCOURT	MARIE-CLAUDE															1,996
3208	RANCOURT	MARIE-CLAUDE															75,000
3209	RANCOURT	MARIE-CLAUDE															1,996
3210	RANCOURT	MARIE-CLAUDE															1,996
3211	RANCOURT	MARIE-CLAUDE															1,996
3212	RANCOURT	MARIE-CLAUDE															1,996
3213	RANCOURT	MARIE-CLAUDE															1,996
3214	RANCOURT	MARIE-CLAUDE															1,996
3215	RANCOURT	MARIE-CLAUDE															1,996
3216	RANCOURT	MARIE-CLAUDE															1,996
3217	RANCOURT	MARIE-CLAUDE															1,996
3218	RANCOURT	MARIE-CLAUDE															1,996
3219	RANCOURT	MARIE-CLAUDE															1,996
3220	RANCOURT	MARIE-CLAUDE															1,996
3221	RANCOURT	MARIE-CLAUDE															1,996
3222	RANCOURT	MARIE-CLAUDE															1,996
3223	RANCOURT	MARIE-CLAUDE															1,996
3224	RANCOURT	MARIE-CLAUDE															1,996
3225	RANCOURT	MARIE-CLAUDE															1,996





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Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages Material Damages	Schedule 2a - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and Material Damages	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Material Damages	Schedule 2c - Claiming damages resulting from bodily injuries suffered by someone else. (F) Other Damages	Schedule 3a - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (G) Material Damages to Property	Schedule 3b - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (H) Damages for Loss of Use of Property	Schedule 3c - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (I) Damages for Loss of Use of Property	Schedule 4 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (J) Other Damages	Schedule 5 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (K) Damages for Loss of Use of Property	Schedule 6 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (L) Damages for Loss of Use of Property	Schedule 7 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (M) Damages for Loss of Use of Property	Total	Total (where Paid) (Note 2)
3324	RODRIGUE	LUCIE												230,619	24,555
3325	RODRIGUE	MANON					2,200	29,419	200,000					485,750	4,392
3327	RODRIGUE	MARIE-JOSEE					4,550	15,000	465,000					265,465	33,940
3328	RODRIGUE	MARIUS					130,025	10,440	125,000					75,000	2,396
3329	RODRIGUE	MAUDIE						1,000	100,000					202,000	57,709
3330	RODRIGUE	MIREILLE					901,000	216	75,000					154,216	2,785
3331	RODRIGUE	NICOLE					4,000		150,000					154,000	3,594
3332	RODRIGUE	PAUL						1,000	100,000					101,000	2,795
3333	RODRIGUE	PAULLETTE					4,120		175,000					179,120	3,594
3334	RODRIGUE	REGAL							100,000					100,000	2,795
3335	RODRIGUE	RENEE-CLAUDE	375,000					7,650	70,000					102,650	1,896
3336	RODRIGUE	YVELINE							75,000					75,000	4,392
3337	RODRIGUE	YVES							175,000					175,000	1,896
3338	RODRIGUE-HUOT	EDITH					1,000		100,000					101,000	2,795
3339	RODRIGUE-LECLERC	ANNE							110,000					110,000	1,896
3340	RODRIGUE-LECLERC	MARIE-SOULEIL						7,450	160,000					167,450	3,594
3341	RODRIGUE-ROY	SCARLENE	10,000				1,000		100,000					111,000	25,353
3342	ROSA	NORMAND							75,000					75,000	47,932
3343	ROSA	CAROLINE						160	50,000					50,160	2,795
3344	ROSA	CHANTAL							50,000					50,000	1,896
3345	ROSA	GREGOIRE							100,000					100,000	1,896
3346	ROSA	MARIO							176,000					176,000	3,594
3347	ROSA	NATHALE							25,000					25,000	1,896
3348	ROSA	NORMAND							25,000					25,000	1,896
3349	ROSA	ROLANDE							100,000					100,000	1,896
3350	ROSA	SERGE							170,000					170,000	1,896
3351	ROSSA-WILSON	SOPHIE							200,000					200,000	47,932
3352	ROUILLARD	CHARLIE							175,000					175,000	3,594
3353	ROUILLARD	MATHIS					1,000		100,000					101,000	2,396
3354	ROUILLARD	ALEX					1,000		100,000					101,000	2,396
3355	ROUILLARD	ALYSON						1,000	25,000					26,000	3,594
3356	ROUILLARD	AUDRE							100,000					100,000	2,396
3357	ROUILLARD	ANNIE-PERRE					1,000	1,000	100,000					102,000	3,594
3358	ROUILLARD	CHANTAL							175,000					175,000	2,396
3359	ROUILLARD	HELENETTE							175,000					175,000	1,896
3360	ROUILLARD	JOSEE					2,000		175,000					177,000	3,594
3361	ROUILLARD	MARC							100,000					100,000	1,896
3362	ROUILLARD	MARYSE							75,000					75,000	1,896
3363	ROUILLARD	MIGUEL					1,000	1,000	100,000					102,000	3,594
3364	ROUILLARD	RAYMOND							100,000					100,000	1,896
3365	ROUILLARD	SERGE					3,000		125,000					128,000	2,795
3366	ROUILLARD	YVES					8,260		75,000					83,260	4,713
3367	ROUILLARD-LEDOUX	JESST					1,000		75,000					76,000	3,594
3368	ROUILLARD-RHEUMIE	JACQUELINE							100,000					100,000	4,392
3369	ROUILLARD	PIERRE-JIMES					1,000		100,000					101,000	3,594
3370	ROUSSEAU	DOLORES							100,000					100,000	3,594
3371	ROUSSEAU	DOLORES					4,250		175,000					179,250	3,594
3372	ROUSSEAU	FERNAND							100,000					100,000	4,392
3373	ROUSSEAU	NICOLE	10,000				1,000		100,000					111,000	3,594





Montréal, Maine & Atlantic Canals Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Self	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Local Division Paid (Note 2)			
			Schedule 1 - Claiming damages resulting from the death of a person	Schedule 2A - Claiming damages resulting from bodily injuries suffered by a person	Schedule 2B - Claiming damages resulting from bodily injuries suffered by a person's child	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injuries	Schedule 3B - Claiming damages resulting from the death of a person or from bodily injuries	Schedule 3C - Claiming damages resulting from the death of a person or from bodily injuries	(1) Other Damages to Property	(2) Damages for Loss of Use of Property	(3) Damages for Loss of Income	(4) Damages for Loss of Use of Property			(5) Damages for Loss of Use of Property		
3467	ROY	LUCE														100,000	1,995
3469	ROY	MARION														125,000	4,792
3470	ROY	MARC														8,500	3,694
3471	ROY	MARC-ANTOINE														100,000	4,392
3472	ROY	MARGOT														202,000	2,795
3473	ROY	MARIE-ANGÈLE														75,185	3,694
3474	ROY	MARIE-ANGÈLE														75,000	2,795
3475	ROY	MARIE-ANGÈLE														102,000	2,396
3476	ROY	MARIE-ANGÈLE														102,000	3,694
3477	ROY	MARIE-ANGÈLE														101,000	3,694
3478	ROY	MARIE-ANGÈLE														376,000	2,396
3479	ROY	MARIE-ANGÈLE														75,000	1,995
3480	ROY	MARIE-ANGÈLE														75,000	2,795
3481	ROY	MARIE-ANGÈLE														100,000	-
3482	ROY	MARIE-ANGÈLE														100,000	56,709
3483	ROY	MARIE-ANGÈLE														175,000	3,694
3484	ROY	MARIE-ANGÈLE														75,000	3,694
3485	ROY	MARIE-ANGÈLE														101,000	1,996
3486	ROY	MARIE-ANGÈLE														128,000	1,996
3487	ROY	MARIE-ANGÈLE														154,000	3,694
3488	ROY	MARIE-ANGÈLE														101,000	-
3489	ROY	MARIE-ANGÈLE														75,000	3,694
3490	ROY	MARIE-ANGÈLE														201,000	1,996
3491	ROY	MARIE-ANGÈLE														338,000	1,996
3492	ROY	MARIE-ANGÈLE														288,000	4,392
3493	ROY	MARIE-ANGÈLE														308,000	1,996
3494	ROY	MARIE-ANGÈLE														100,000	1,996
3495	ROY	MARIE-ANGÈLE														100,000	3,694
3496	ROY	MARIE-ANGÈLE														75,000	2,396
3497	ROY	MARIE-ANGÈLE														173,668	4,392
3498	ROY	MARIE-ANGÈLE														52,000	1,996
3499	ROY	MARIE-ANGÈLE														244,525	3,694
3500	ROY	MARIE-ANGÈLE														178,000	3,694
3501	ROY	MARIE-ANGÈLE														111,000	3,694
3502	ROY	MARIE-ANGÈLE														75,000	3,694
3503	ROY	MARIE-ANGÈLE														75,000	1,996
3504	ROY	MARIE-ANGÈLE														375,000	1,996
3505	ROY	MARIE-ANGÈLE														75,000	2,795
3506	ROY	MARIE-ANGÈLE														200,000	2,795
3507	ROY	MARIE-ANGÈLE														181,500	4,392
3508	ROY	MARIE-ANGÈLE														38,150	3,694
3509	ROY	MARIE-ANGÈLE														25,000	1,996
3510	ROY	MARIE-ANGÈLE														150,940	2,795
3511	ROY	MARIE-ANGÈLE														101,000	3,694
3512	ROY	MARIE-ANGÈLE														377,000	2,396
																201,000	2,795
																101,000	3,694

Montreal, White & Atlantic, Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surnames	Names	Schedule 1 - Cleaning Damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Cleaning Damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Cleaning Damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Cleaning Damages suffered by an individual, other than from the death of a person or from bodily injuries. (R) Damages for Loss of Use of Property, (S) Mutual Damages to Property, (T) Damages for Loss of Income, (U) Other Damages	Schedule 3B - Cleaning Damages suffered by a business, other than from bodily injuries. (V) Business Damages resulting from the Use of Use of Property, (W) Mutual Damages to Property, (X) Damages for Loss of Use of Property, (Y) Other Damages	Schedule 7 (R) Claim Other than a Claim for Damages Resulting from the Death of a Person or from Bodily Injuries (S) Claim Other than a Claim for Damages Resulting from the Death of a Person or from Bodily Injuries (T) Claim Other than a Claim for Damages Resulting from the Death of a Person or from Bodily Injuries (U) Claim Other than a Claim for Damages Resulting from the Death of a Person or from Bodily Injuries (V) Claim Other than a Claim for Damages Resulting from the Death of a Person or from Bodily Injuries	Total	Total Dividend/Paid (Row #)
3513	ROY	SILVAIN				100,000			100,000	3,594
3514	ROY	SILVAIN				100,000			100,000	1,996
3515	ROY	SILVIE				253,000			253,000	77,419
3516	ROY	SILVIE				100,000			100,000	2,396
3517	ROY	TREDE				100,000			100,000	2,396
3518	ROY	TREDE				175,000			175,000	47,932
4420	ROY	TIMMY				75,000			75,000	3,594
3519	ROY	TIMMY	10,000			223,000			233,000	36,152
3520	ROY	VERONIQUE				100,000			100,000	2,795
3521	ROY	WALTER				100,000			100,000	2,795
3522	ROY	WILLIAM				175,000			175,000	3,594
3523	ROY	YOLANDE				100,000			100,000	3,594
3524	ROY	YVETTE				100,000			100,000	1,996
3525	ROY	YVETTE	2,500,000			275,000			2,775,000	1,996
3526	ROY	YVON				100,000			100,000	1,996
3527	ROY	ZACHARIE				100,000			100,000	2,795
3528	ROY	ZACHARIE				4,100			4,100	75,000
3529	ROY	LOUISETTE				75,000			75,000	2,795
4530	ROY-COUTURE	LOUISETTE				100,000			100,000	2,795
3530	ROY-DURAND	LOUISETTE				100,000			100,000	1,996
3531	ROY-FELDON	KAVEN				100,000			100,000	1,996
3532	ROY-FELDON	KAVEN				8,000			8,000	3,594
3533	ROY-FELDON	KAVEN				100,000			100,000	1,996
3534	ROY-LESSARD	LUCIENNE				100,000			100,000	2,795
3535	ROY-MERCIER	FLORENCE				275,000			275,000	1,996
3536	ROY-MERCIER	FLORENCE				100,000			100,000	3,594
3537	ROY-MIGNEAULT	LEONARD				175,000			175,000	2,795
3538	ROY-RHEAUME	STEVEN				500			500	2,795
3539	ROY-RHEAUME	STEVEN				35,000			35,000	3,594
4541	ROYER	ADAM				4,000			4,000	1,996
3540	ROYER	ADAM	2,000,000			100,000			2,000,000	1,996
3541	ROYER	GUY				1,000			1,000	3,594
3542	ROYER	JACQUES YOLANDE				1,000			1,000	2,795
3543	ROYER	JEAN				3,000			3,000	2,795
3544	ROYER	JOHANNE				4,000			4,000	3,594
3545	ROYER	MATHIEU				1,000			1,000	2,795
3546	ROYER	MICHELE				1,000			1,000	2,795
3547	ROYER	NATHALIE				6,250			6,250	67,896
3548	ROYER	PIERRE		739.63		4,000			4,000	3,594
3549	ROYER	STEVE				100,000			100,000	1,996
4423	ROYER	STEVAN				75,000			75,000	1,996
3550	ROYER	ZAGARY				75,000			75,000	2,795
3551	ROYER-BOLDUC	MONIQUE				175,000			175,000	3,594
3552	ROY-HARTON	ALEXANDRA				100,000			100,000	55,709
3553	ROY-HARTON	DAVID				100,000			100,000	55,709
3554	ROY-HARTON	JIMMY				50,000			50,000	55,709
3555	ROY-JACQUES	CAROLE				300,000			300,000	77,419
3556	ROY-JACQUES	REVIN				175,000			175,000	1,996
3557	ROY-PELLERIN	LOUIS-ETIENNE				100,000			100,000	2,795
3558	ROY-PELLERIN	LOUIS-ETIENNE				1,000			1,000	2,795
3559	ROY-PELLERIN	LOUIS-ETIENNE				1,000			1,000	1,996
3560	RYEL	DANIELLE				15,000			15,000	3,594
3561	RYEL	JEAN				75,000			75,000	1,996
3562	RYEL	ONETTE				250,000			250,000	45,536
3563	RYEL	JEAN-FRANCOIS				375,000			375,000	45,536
3564	RYEL	JEAN-OLIVIER				110,000			110,000	1,996
3565	RYEL	RICHARD				175,000			175,000	3,594
3566	RYEL	RICHARD				5,000			5,000	1,996
3567	RYEL	RICHARD				83,273			83,273	1,996
3568	RYEL	RICHARD				459,217			459,217	1,996
3569	RYEL	RICHARD				5,000			5,000	3,594

Montreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount per Proof of Claim Filed (Table 1)										Total	Total (National Plus (Rows 3))				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries sustained by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries sustained by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries. (G) Personal Damages to Property, (H) Damages for Loss of Income, (I) Damages for Loss of Pension, (J) Damages for Loss of Use of Property, (K) Damages for Loss of Use of Property, (L) Damages for Loss of Use of Property, (M) Damages for Loss of Use of Property, (N) Other Damages	Schedule 7 (B) Claim for Damages as a Result of the July 6, 2013 Incident (Personal Claim) (Advanced Claim)	Schedule 7 (B) Claim for Damages as a Result of the July 6, 2013 Incident (Personal Claim) (Advanced Claim)										
3564	RUEL	VIRGIE															110,000	1,996
3565	SAINT-LAURENT	GRISJAIN															100,000	1,996
3566	SAINT-PIERRE	CLAUDE															100,000	1,996
3567	SALVAL	ALDORE															100,000	1,996
3568	SANDERS	FRANCOISE															100,000	1,996
3569	SANDIVAL	CLARA															100,000	1,996
3570	SARAZON	GUILAUME															100,000	1,996
3571	SARAZON	FRANCOISE															100,000	1,996
3572	SARAZON	PIERRE															100,000	1,996
3573	SARAZON	YANICK															100,000	1,996
3574	SARAZON	PIERRE															100,000	1,996
3575	SARAZON	ALINE															100,000	1,996
3576	SARAZON	EVELYNE															100,000	1,996
3577	SARAZON	JACQUES															100,000	1,996
3578	SARAZON	JASON															100,000	1,996
3579	SARAZON	LISE															100,000	1,996
3580	SARAZON	MICHEL															100,000	1,996
3581	SARAZON	PAULINE															100,000	1,996
3582	SARAZON	SEBASTIEN															100,000	1,996
3583	SARAZON	MICHEL															100,000	1,996
3584	SARAZON	PAULINE															100,000	1,996
3585	SAVOIE	AURICA															100,000	1,996
3586	SAVOIE	MARIE-ANNE															100,000	1,996
3587	SAVOIE	PATRICIE															100,000	1,996
3588	SAVOIE	RAYMOND															100,000	1,996
3589	SERMIER	SOPHIE															100,000	1,996
3590	SEVIGNY	CELINE															100,000	1,996
3591	SEVIGNY	LLIANNE D.															100,000	1,996
3592	SEVIGNY	KEVIN															100,000	1,996
3593	SEVIGNY	MARTIN															100,000	1,996
3594	SEVIGNY	MATHIS															100,000	1,996
3595	SEVIGNY	PAULLE															100,000	1,996
3596	SEVIGNY	STYME															100,000	1,996
3597	SEVIGNY	VERONIQUE															100,000	1,996
3598	SEVIGNY	YVES															100,000	1,996
3599	SEVIGNY	AMANDA															100,000	1,996
3600	SEVIGNY	MELODIE															100,000	1,996
3601	SHEPARD	ALEXANDRE															100,000	1,996
3602	SHEPARD GABRIEL	CHAD															100,000	1,996
3603	SHERMAN	CLAY															100,000	1,996
3604	SHERMAN	DAVID															100,000	1,996
3605	SHERMAN	KIM															100,000	1,996
3606	SHERMAN	LORIAN															100,000	1,996
3607	SHERMAN	MELISSA															100,000	1,996
3608	SHERMAN	BRIGITTE															100,000	1,996
3609	SHERMAN	FRANCOISE															100,000	1,996
3610	SHERMAN	AMANDA															100,000	1,996
3611	SHERMAN	FRANCOISE															100,000	1,996
3612	SHERMAN	FRANCOISE															100,000	1,996
3613	SHERMAN	AMANDA															100,000	1,996
3614	SHERMAN	FRANCOISE															100,000	1,996
3615	SHERMAN	FRANCOISE															100,000	1,996
3616	SHERMAN	FRANCOISE															100,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries sustained by yourself (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries sustained by someone else (E) Economic and (F) Other Material Damages	Schedule 3A - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Use of Income (J) Other Damages	Schedule 3B - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries (K) Business Damages (L) Damages for Loss of Use of Property (M) Other Damages	Schedule 7 (N) Claim Other than Damages as a Result of the July 6, 2013 Displacement (Secured Claim) (O) Claim Other than Damages as a Result of the July 6, 2013 Displacement (Unsecured Claim) by Property Claims	Total	Total Dividend Paid (Per Ct)
3617	SIROIS	ANDRE	375,000				375,000		750,000	-
3618	SIROIS	ANTOINE					75,000		75,000	1,996
3619	SIROIS	COHEN					100,000		100,000	4,592
3620	SIROIS	NICOLE					100,000		100,000	2,594
3621	SIROIS	RENE	375,000				475,000		850,000	3,594
3622	SIROIS	SONIA	375,000				475,000		850,000	3,594
3623	SIROIS	SUZANNE					135,000		135,000	1,996
3624	SIROIS	VITAL					100,000		100,000	3,594
3625	SROINGHAM	AUDY					4,250		4,250	4,392
3626	SROINGHAM	BOURRICH					10,000		10,000	4,392
3627	SROINGHAM	DULLY					250,000		250,000	4,392
3628	SROINGHAM	DUVAL					250,000		250,000	4,392
3629	SROINGHAM	SHAW					250,000		250,000	4,392
3630	SROINGHAM	SHAW					250,000		250,000	4,392
3631	SROINGHAM	WILLY					250,000		250,000	4,392
3632	SROINGHAM	WILLY					250,000		250,000	4,392
3633	SROINGHAM	WILLY					250,000		250,000	4,392
3634	SROINGHAM	WILLY					250,000		250,000	4,392
3635	SROINGHAM	WILLY					250,000		250,000	4,392
3636	SROINGHAM	WILLY					250,000		250,000	4,392
3637	SROINGHAM	WILLY					250,000		250,000	4,392
3638	SROINGHAM	WILLY					250,000		250,000	4,392
3639	SROINGHAM	WILLY					250,000		250,000	4,392
3640	SROINGHAM	WILLY					250,000		250,000	4,392
3641	SROINGHAM	WILLY					250,000		250,000	4,392
3642	SROINGHAM	WILLY					250,000		250,000	4,392
3643	SROINGHAM	WILLY					250,000		250,000	4,392
3644	SROINGHAM	WILLY					250,000		250,000	4,392
3645	SROINGHAM	WILLY					250,000		250,000	4,392
3646	SROINGHAM	WILLY					250,000		250,000	4,392
3647	SROINGHAM	WILLY					250,000		250,000	4,392
3648	SROINGHAM	WILLY					250,000		250,000	4,392
3649	SROINGHAM	WILLY					250,000		250,000	4,392
3650	SROINGHAM	WILLY					250,000		250,000	4,392
3651	SROINGHAM	WILLY					250,000		250,000	4,392
3652	SROINGHAM	WILLY					250,000		250,000	4,392
3653	SROINGHAM	WILLY					250,000		250,000	4,392
3654	SROINGHAM	WILLY					250,000		250,000	4,392
3655	SROINGHAM	WILLY					250,000		250,000	4,392
3656	SROINGHAM	WILLY					250,000		250,000	4,392
3657	SROINGHAM	WILLY					250,000		250,000	4,392
3658	SROINGHAM	WILLY					250,000		250,000	4,392
3659	SROINGHAM	WILLY					250,000		250,000	4,392
3660	SROINGHAM	WILLY					250,000		250,000	4,392
3661	SROINGHAM	WILLY					250,000		250,000	4,392
3662	SROINGHAM	WILLY					250,000		250,000	4,392
3663	SROINGHAM	WILLY					250,000		250,000	4,392
3664	SROINGHAM	WILLY					250,000		250,000	4,392
3665	SROINGHAM	WILLY					250,000		250,000	4,392
3666	SROINGHAM	WILLY					250,000		250,000	4,392
3667	SROINGHAM	WILLY					250,000		250,000	4,392

Montreal, Malina & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Schedule 1 - Claiming damages resulting from the death of a person		Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself		Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else		Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries		Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries		Total amount paid (Note 2)	
			(A) Economic and Personal Damages	(B) Other Damages	(C) Economic and Personal Damages	(D) Other Damages	(E) Economic and Personal Damages	(F) Other Damages	(G) Economic and Personal Damages	(H) Other Damages	(I) Economic and Personal Damages	(J) Other Damages		
3688	TANGUY	DENIS											100,000	1,956
3689	TANGUY	DENIS											50,000	1,956
3690	TANGUY	ROSETTE											102,000	3,564
3691	TANGUY	LORENTE	10,000		20,000								1,269,970	77,479
3693	TANGUY	LORENTE											336,000	-
3694	TANGUY	LORENTE											290,000	-
3695	TANGUY	MARIELINE											175,000	1,956
3696	TANGUY	MARIELINE											333,600	4,392
3697	TANGUY	NANCY											170,776	3,564
3698	TANGUY	NANCY											164,300	3,564
3699	TANGUY	NANCY											53,300	1,956
3700	TANGUY	NANCY											75,000	4,392
3701	TARDIF	BIANKA											102,000	3,564
3702	TARDIF	CARMELLE											181,000	1,956
3703	TARDIF	CHRISTIAN											101,000	3,564
3704	TARDIF	GILLES											102,000	1,956
3705	TARDIF	GUY											100,000	1,956
3706	TARDIF	JEAN											91,000	-
3707	TARDIF	SIMON											426,000	1,956
3708	TAVARA	SONIA											182,075	2,795
3709	TELLIER	NANCY	375,000										221,072	1,956
3710	TESSIER	JOHANNE											100,000	1,956
3711	TESSIER	LOUISE											275,000	1,956
3712	TETRAULT	LUIS											101,000	4,392
3713	TETRAULT	LUIS											65,900	3,564
3714	TETRAULT	LUIS											200,000	2,795
3715	TETRAULT	LUIS											175,000	3,564
3716	TETRAULT	LUIS											175,000	3,564
3717	TETRAULT	LUIS											175,000	3,564
3718	TETRAULT	LUIS											175,000	3,564
3719	TETRAULT	LUIS											175,000	3,564
3720	TETRAULT	LUIS											175,000	3,564
3721	TETRAULT	LUIS											175,000	3,564
3722	TETRAULT	LUIS											175,000	3,564
3723	TETRAULT	LUIS											175,000	3,564
3724	TETRAULT	LUIS											175,000	3,564
3725	TETRAULT	LUIS											175,000	3,564
3726	TETRAULT	LUIS											175,000	3,564
3727	TETRAULT	LUIS											175,000	3,564
3728	TETRAULT	LUIS											175,000	3,564
3729	TETRAULT	LUIS											175,000	3,564
3730	TETRAULT	LUIS											175,000	3,564
3731	TETRAULT	LUIS											175,000	3,564
3732	TETRAULT	LUIS											175,000	3,564
3733	TETRAULT	LUIS											175,000	3,564
3734	TETRAULT	LUIS											175,000	3,564
3735	TETRAULT	LUIS											175,000	3,564





Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Roll #	Surname	Name	Amount per Proof of Claim Form (Note 1)										Total (Schedule 1-7) (Note 2)						
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages (Medical Damages)	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Material Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Other Damages for Loss of Use of Property (I) Damages for Loss of Income (J) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (K) Business Damages for Loss of Use of Property (L) Damages for Loss of Income (M) Other Damages	Schedule 4 - Claiming damages resulting from the death of a person or from bodily injuries (N) Other Damages for Loss of Use of Property (O) Damages for Loss of Income (P) Other Damages	Schedule 5 - Claiming damages resulting from the death of a person or from bodily injuries (Q) Economic and (R) Other Material Damages	Schedule 6 - Claiming damages resulting from the death of a person or from bodily injuries (S) Economic and (T) Other Material Damages	Schedule 7 - (U) Other Damages for Loss of Use of Property (V) Other Damages for Loss of Income (W) Other Damages	(X) Other Damages for Loss of Use of Property (Y) Other Damages for Loss of Income (Z) Other Damages							
3808	TURCOTTE	MARIE-TEB.					1,000	1,000									100,000	2,396	
3809	TURCOTTE	MAXIM						2,170										242,170	2,396
3812	TURCOTTE	MICHELLE					110		483									148,000	4,986
3813	TURCOTTE	NATHALIE						1,100										178,000	2,396
3814	TURCOTTE	NOEMIE							1,000									188,000	1,996
3815	TURCOTTE	PAUL BRUNO																101,000	1,996
3816	TURCOTTE	REZENNIE							1,000									182,318	1,996
3817	TURCOTTE	RENAUD					24,200	22,850										176,000	1,996
3818	TURCOTTE	RICHARD						1,000	1,000									272,650	71,473
3819	TURCOTTE	RITA						1,000										102,000	2,396
3822	TURCOTTE	ROBERT						2,200										237,200	2,396
3823	TURCOTTE	ROBERT																101,000	2,396
3824	TURCOTTE	ROXANNE							14,480									14,480	4,392
3826	TURCOTTE	STEPHANIE																100,500	1,996
3827	TURCOTTE	SYLVIE																175,000	1,996
3828	TURCOTTE	SYLVIE						101,000										175,000	1,996
3829	TURCOTTE	SYLVIE							25,000									325,000	3,594
3830	TURCOTTE	ULRICK						1,000										175,000	1,996
3831	TURCOTTE	VIOLANNE						3,000										181,000	25,363
4544	TURCOTTE BONDARUK	JASON																75,000	4,392
3832	TURCOTTE-CAGNON	ANTOINE																175,000	23,756
3833	TURCOTTE	ANTOINE																100,000	2,795
3834	TURGEON	DENISE						4,000										178,000	3,594
3835	TURGEON	EMILIE																100,000	2,795
3836	TURGEON	GEORGETTE						1,000										100,000	2,795
3837	TURGEON	GILLES							4,000									278,000	2,795
3838	TURGEON	GUY								500								101,500	3,594
3839	TURGEON	GUY																50,000	
3840	TURGEON	JESSICA																100,000	2,795
3841	TURGEON	LORRAINE						1,000										176,000	3,994
3842	TURGEON	LUCILLE																102,000	4,392
3843	TURGEON	MARIE-THERESE																102,000	2,396
3844	TURGEON	MARLOUJANE																176,000	26,162
3845	TURGEON	MICHEL																100,000	2,795
3846	TURMEIL	HORVAND																101,000	2,795
3847	TURMEIL	ROSE																100,000	2,795
3848	TURMEIL	ANNIE																101,000	1,996
3850	TURMEIL	ANNIE																101,000	1,996
3851	TURMEIL	ANNIE																101,000	1,996
3852	TURMEIL	ANNIE																101,000	1,996
3853	TURMEIL	ANNIE																101,000	1,996
3854	TURMEIL	ANNIE																101,000	1,996
3855	TURMEIL	ANNIE																101,000	1,996
3856	TURMEIL	ANNIE																101,000	1,996
3857	TURMEIL	ANNIE																101,000	1,996
3858	TURMEIL	ANNIE																101,000	1,996
3859	TURMEIL	ANNIE																101,000	1,996
3860	TURMEIL	ANNIE																101,000	1,996
3861	TURMEIL	ANNIE																101,000	1,996
3862	TURMEIL	ANNIE																101,000	1,996
3863	TURMEIL	ANNIE																101,000	1,996
3864	TURMEIL	ANNIE																101,000	1,996

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount/Proof of Claim Filed (Note 1)				Total	Total Dividend Paid (Note 2)
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries. (G) Damages to Property (H) Damages to Loss of Income (I) Damages to Loss of Use of Property (J) Damages to Loss of Use of Property (K) Damages to Loss of Use of Property (L) Damages to Loss of Use of Property (M) Damages to Loss of Use of Property (N) Damages to Loss of Use of Property (O) Damages to Loss of Use of Property (P) Damages to Loss of Use of Property (Q) Damages to Loss of Use of Property (R) Damages to Loss of Use of Property (S) Damages to Loss of Use of Property (T) Damages to Loss of Use of Property (U) Damages to Loss of Use of Property (V) Damages to Loss of Use of Property (W) Damages to Loss of Use of Property (X) Damages to Loss of Use of Property (Y) Damages to Loss of Use of Property (Z) Damages to Loss of Use of Property		
3655	TURMEL	TRISTAN				100,000	101,000	1,995
3656	TURMEL	WILLIAM				100,000	101,000	1,995
3657	TURNER	ZACHARY				100,000	101,000	1,995
3658	TURNER	STYVE				100,000	101,000	1,995
4481	VACHON	ALEXIS				75,000	75,000	1,995
3659	VACHON	AROUND				205,000	205,000	1,995
3670	VACHON	AUDREANNE				153,000	153,000	1,995
3671	VACHON	BENOIT			210	111,000	111,000	1,995
3672	VACHON	CAROLE				225,210	225,210	1,995
3673	VACHON	CECILE				336,400	336,400	1,995
3674	VACHON	CHRISTOPHER				875,000	875,000	1,995
3675	VACHON	CHRISTINA				615,684	615,684	1,995
3676	VACHON	CLAUDIA				38,150	38,150	1,995
3677	VACHON	CLAUDIA				10,000	10,000	1,995
3678	VACHON	COLOMBE				100,000	100,000	1,995
3679	VACHON	DAVID				100,000	100,000	1,995
3680	VACHON	FRANCOISE				175,000	175,000	1,995
3681	VACHON	FREDERIQUE				100,000	100,000	1,995
3682	VACHON	GISELE				155,000	155,000	1,995
3683	VACHON	GUILAUME				110,000	110,000	1,995
3684	VACHON	HENRI				240,000	240,000	1,995
3685	VACHON	JACQUES				175,000	175,000	1,995
3686	VACHON	JEAN-SEBASTIEN				75,000	75,000	1,995
4457	VACHON	JOHANNE				75,000	75,000	1,995
4458	VACHON	LAURIE-ANN				75,000	75,000	1,995
3687	VACHON	LISE				225,000	225,000	1,995
3688	VACHON	LUCIEN				100,000	100,000	1,995
4459	VACHON	MARIE-MICHELE				75,000	75,000	1,995
3689	VACHON	MARTHE				75,000	75,000	1,995
4463	VACHON	MATHIEU				75,000	75,000	1,995
3690	VACHON	MAXIM				160,000	160,000	1,995
3691	VACHON	MIGUEL				175,000	175,000	1,995
3692	VACHON	OLIVIER				100,000	100,000	1,995
3693	VACHON	ORAM				100,000	100,000	1,995
3694	VACHON	PHILIPPE				100,000	100,000	1,995
3695	VACHON	PHILIPPE				100,000	100,000	1,995
4460	VACHON	RENAUD				100,000	100,000	1,995
3696	VACHON	STEPHANE				75,000	75,000	1,995
3697	VACHON	STEPHANIE				100,000	100,000	1,995
3698	VACHON	SUZANNE				275,000	275,000	1,995
3900	VACHON-BOUCHER	LUCILLE				100,000	100,000	1,995
3901	VACHON-GADUIN	ALEXANDRA				100,000	100,000	1,995
3902	VACHON-GADUIN	ANTHONY				275,000	275,000	1,995
3903	VACHON-GADUIN	PAMORA				100,000	100,000	1,995
4461	VACHON	PIERRE-LUC				75,000	75,000	1,995
3904	VACHON	SEBASTIEN				105,000	105,000	1,995
3905	VALLANCOURT	ALEXIS				100,000	100,000	1,995
3906	VALLANCOURT	CHARLES				100,000	100,000	1,995
3907	VALLANCOURT	CHARLES				100,000	100,000	1,995
3908	VALLANCOURT	FANNY				100,000	100,000	1,995
3909	VALLANCOURT	LAURENCE				370,764	370,764	1,995
3910	VALLANCOURT	LAURENCE				100,000	100,000	1,995
3911	VALLANCOURT	LAURENCE				370,764	370,764	1,995

Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total (Notes 1-9)				
			Schedule 1 - Claiming damages resulting from the death of a person, (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a business, other than those relating to the death of a person or from bodily injuries (G) Damages for (H) Business Damages and (I) Damages for Loss of Use of Property	(J) Damages for Property	(K) Damages for Property	(L) Damages for Property	(M) Damages for Loss of Use of Property	(N) Other Damages	(O) Other Damages						
3912	VALLANCOURT	NOAH		1,000												1,000	2,795	
3913	VALLANCOURT	TRYSIAN		1,000													1,000	2,795
3914	VALLANCOURT	ERIC															1,996	1,996
3916	VALDUJETTE	MARIE-JOSÉE															1,996	1,996
3917	VALLEE	CLARE-HELENE															1,996	1,996
4468	VALLEE	ERIC															1,996	1,996
3918	VALLEE	GRISJAINE															1,996	1,996
3919	VALLEE	GILLES															1,996	1,996
3920	VALLEE	JENNIFER															1,996	1,996
4467	VALLEE	JEROME															1,996	1,996
3921	VALLEE	LOURANE															1,996	1,996
3922	VALLEE	LOURANE															1,996	1,996
3923	VALLEE	NICOLE															1,996	1,996
3924	VALLEE	ROSE															1,996	1,996
3925	VALLENS	ADELE															1,996	1,996
3926	VALLENS	ALEXANDRE															1,996	1,996
3927	VALLENS	ANDRE															1,996	1,996
3928	VALLENS	ANDRE															1,996	1,996
3929	VALLENS	ANGELINE															1,996	1,996
3930	VALLENS	CAMILLE															1,996	1,996
4468	VALLENS	JACQUES															1,996	1,996
3931	VALLENS	JEAN-PAUL															1,996	1,996
3932	VALLENS	JOSEEA															1,996	1,996
3933	VALLENS	MARC															1,996	1,996
4001	VALLENS	MARINETTE															1,996	1,996
3934	VALLENS	MATYS															1,996	1,996
3935	VALLENS	NANCY															1,996	1,996
3936	VALLENS	NANCY															1,996	1,996
3937	VALLENS	RENE															1,996	1,996
4469	VALLENS	SOJANGE															1,996	1,996
3939	VANASSE	CLAUDETTE															1,996	1,996
3940	VANASSE	JOHNNY															1,996	1,996
3941	VANASSE	JOHNNY															1,996	1,996
3942	VANASSE	STEPHANE															1,996	1,996
4470	VEILLEUX	ROBERT															1,996	1,996
3943	VEILLEUX	ALAIN															1,996	1,996
4471	VEILLEUX	ANDREANNE															1,996	1,996
3944	VEILLEUX	BENJAMIN															1,996	1,996
3945	VEILLEUX	CARL															1,996	1,996
3946	VEILLEUX	CAROLE															1,996	1,996
3947	VEILLEUX	CELINE															1,996	1,996
3948	VEILLEUX	ERIC															1,996	1,996
3949	VEILLEUX	ESTERAN															1,996	1,996
3950	VEILLEUX	JEFFREY															1,996	1,996
3951	VEILLEUX	GAETANE															1,996	1,996
3952	VEILLEUX	GUERLINE															1,996	1,996
3953	VEILLEUX	HENRIETTE															1,996	1,996
3954	VEILLEUX	JACQUES															1,996	1,996
4472	VEILLEUX	JEAN-SEBASTIEN															1,996	1,996
4473	VEILLEUX	JEREMY															1,996	1,996

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Proved Filed (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person	Schedule 2A - Claiming damages resulting from bodily injuries sustained by yourself	Schedule 2B - Claiming damages resulting from bodily injuries sustained by someone else	Schedule 3A - Claiming damages sustained by an individual other than those resulting from the death of a person or from bodily injuries	Schedule 3B - Claiming damages sustained by a business, other than those resulting from the death of a person or from bodily injuries	(A) Economic and Material Damages	(B) Other Damages	(C) Economic and Material Damages	(D) Other Damages	(E) Economic and Material Damages			(F) Other Damages	
3956	VELLEUX	JOHANNE														2,795
3957	VELLEUX	KELLYANN														2,396
3958	VELLEUX	LAURENT	10,000													1,996
3960	VELLEUX	LYDIA														285,000
3961	VELLEUX	LYSETTE														114,000
3969	VELLEUX	MADISON	375,000													300,000
3970	VELLEUX	MARSHALL														5,983
3982	VELLEUX	MARLENE														1,996
3983	VELLEUX	MARLENE														101,000
3985	VELLEUX	MICHEL														193,100
3986	VELLEUX	MICHEL														4,392
4004	VELLEUX	PIERRE														77,400
3988	VELLEUX	RACHAËLE														101,000
4005	VELLEUX	RAYMOND														1,996
3989	VELLEUX	RENAUD														159,600
3990	VELLEUX	RENAUD														109,000
3971	VELLEUX	SMUEL														50,000
3972	VELLEUX	SANDRA														75,859
4006	VELLEUX	YANNICK														2,795
3977	VERREAU	LINE														175,000
4007	VERREAU	ALEXANDRE														4,392
3975	VERREAU	DELPHINE														75,000
3976	VERREAU	MAUDE														1,996
4480	VERREAU	XALEB														83,000
4479	VERREAU	MARIKA														75,000
3978	VIGER	EMMANUELLE														1,996
3979	VIGER	GENEVIEVE														101,000
3980	VIGER	LISE														213,250
3981	VIGNEAULT	MARIO														465
3982	VIGNEAULT	JELENA														179,169
3983	VUJASIN	YVAN														3,994
3984	WEISS	ANAHY MALEN														199,000
3985	WEISS	GABRIEL														129,000
3986	WEISS	FRANCISCO DAVID														1,996
3987	WILSON	SEBASTIEN														85,000
3988	WOOD	ANDREA														1,996
3989	WOOD	ANNIE														85,000
3990	WOOD	HELENE														275,500
3991	YAKOBOSKI	SNABELLE														175,000
3995		FREDERICK (Note 3)	375,000													3,994
4000		MARCOLOUANE (Note 4)	375,000													4,392
4004		YANNICK (Note 3)														1,996
9000		3004-3286 QUEBEC INC.														80,650
9001		3004-0590 QUEBEC INC.														30,538
9002		9139-2704 QUEBEC INC.														65,410
9003		9139-3024 QINC														1,996
9004		9224-4671 QUEBEC INC (CITRON VERT)														1,996
9005		9224-4671 QUEBEC INC														1,996
9006		9354-1076 QUEBEC INC.														1,996
9007		9367-2712 QUEBEC INC.														4,392
9008		ACCUMORCK INC														62,563

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total (Adjusted) Per (Note 1)			
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself (C) Economic and (D) Other Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and (F) Other Material Damages	Schedule 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages for Loss of Use of Property (I) Damages for Loss of Income (J) Other Damages	(K) Damages for Loss of Use of Property	(L) Damages for Loss of Use of Property	(M) Damages for Loss of Use of Property	(N) Other Damages	(O) Claim Other than Damages as a Result of the July 6, 2013 Declaration (Adjusted Claim)	(P) Claim Other than Damages as a Result of the July 6, 2013 Declaration (Adjusted Claim) by Rego Salary					
9009	AGRIPIUR COOPERATIVE															650,000	650,000
9012	ATELIER D'USINAGE M MERCIER															10,000	10,000
9013	ATELIERS SERLGRAFF CONCEPT INC															63,332	63,332
9014	ABBERET I.P.J. INC.															114,279	114,279
9015	AUTON, ROSA INC															5,081,500	5,081,500
9016	AUX JARDINS COIFFERTS															375,000	375,000
9017	BELL ALLIANT REGIONAL COMMUNICATIONS LP															10,000	10,000
9019	BOULTERE PESANT D'OR INC.															3,189,601	3,189,601
9021	CABLE ANTON ROGEL INC															285,260	285,260
9023	CENTRE EQUISTRE LEVANT DU SUD															115,768	115,768
9025	CENTRE FUNERIRE COOPERATIVE DU GRANIT															13,344	13,344
9027	CENTRE NATURE DU LAC DORAINC															32,623	32,623
9028	CHEVALERS DE COLONS DU CONSEIL DE STE-AGNES NO. 2043 INC															37,173	37,173
9029	CLUB AGRICOL MONUMENTAL DE LESTRE															14,225	14,225
9030	COIFFERE DO DORIS ST-HILAIRE															30,225	30,225
9031	COMITE CULTUREL MEGANTIC															20,463	20,463
9032	COMITE CULTUREL MEGANTIC															20,463	20,463
9034	CONSEILS EN MANAGEMENT ROGER TREMBLAY INC.															50,000	50,000
9039	DEPANNEUR ESSO CENTRE-VILLE															136,650	136,650
9043	DISTRIBUTION ALEXANDRE MOFFATT															25,000	25,000
9044	DISTRIBUTIONS M.F.															25,000	25,000
9046	ENERVIE MEGANTIC															600,000	600,000
9047	ENTREPOT PLANCHER DESIGN															20,800	20,800
9050	FABRIQUE DE LA PAROISSE DE SAINTE-AGNES															90,000	90,000
9167	FIDUCIE ANDREANNE VELLEUX ET JEAN PHILIPPE VELLEUX															9,200	9,200
9051	FRANISIERE G O ROY															10,000	10,000
9054	GESTION AN VELLEUX INC															70,000	70,000
9055	GINA DUBE INC															399,490	399,490
9056	GROUPE PASSEZOO INC.															352,500	352,500
9060	ID FOLLE															70,633	70,633
9062	JACQUES ET FILLES INC															55,000	55,000
9064	JOS HUOT LITE															269,495	269,495
9066	LA BOTE VERTE															820,523	820,523
9068	LES CHAMPS DE L'EST INC. NOEL															60,000	60,000
9071	LES EXPLOITATIONS FORESTIERES REVAUD BISSON ENR.															109,484	109,484
9072	L'EXOTIC BOITIQUE VELEGANCE															5,000	5,000
9073	LU ENR MARGUERITE LA FONTAINE															100,000	100,000
9074	MADLERIE DUBE, OPTOMETRISTE ET GESTION MADLELENE DUBE INC															1,000	1,000
9075	MAESTRO MUSIQUE INC (9177-4002 QUEBEC INC)															100,000	100,000
9138	MEDAN SPORTS INC.															87,700	87,700
9077	MEDARTHEQUE MUNICIPALE NELLY-ARCAN															145,711	145,711
9078	METRO INC															465,000	465,000
9079	METRO INC															24,000	24,000
9080	METRO INC															1,997,400	1,997,400
9081	METRO INC															1,153,381	1,153,381
9082	METRO INC															1,150,000	1,150,000
9083	METRO INC															80,300	80,300
9084	METRO INC															80,300	80,300
9085	METRO INC															1,175,000	1,175,000
9086	PRO FORET CONSULTANT INC.															265,341	265,341
9100	RACCOMPAGNEMENT DU LAC PIERRE BOUFFARD															52,000	52,000
9101	RACCOMPAGNEMENT DU LAC PIERRE BOUFFARD															52,000	52,000
9103	RAYMOND CHBOT GRAND THORNTON SEN															350,000	350,000

Montreal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reqs

Ref #	Surname	Name	Amount per Proof of Claim Filed (Note 1)										Total	Total Dividend Paid (Note 7)						
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages	Schedule 2A - Claiming damages resulting from bodily injuries suffered by yourself. (C) Economic and (D) Other Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Damages	Schedule 3A - Claiming damages suffered by a person or persons from the death of a person or persons resulting from the death of a person or persons. (G) Economic and (H) Other Damages	Schedule 3B - Claiming damages suffered by a business, other than those resulting from the death of a person or persons. (I) Economic and (J) Other Damages	(K) Damages by Loss of Use of Property	(L) Damages by Loss of Use of Property	(M) Damages by Loss of Use of Property	(N) Damages by Loss of Use of Property	(O) Damages by Loss of Use of Property			(P) Damages by Loss of Use of Property					
9102	RESIDENCE MARIANITES S.E.V.C																100,000			
9106	LES ASSURANCES GILLES RODRIGUE INC																10,000			
9108	SALON GUY COIFFURE	GUY															110,300			
9110	SERVICES D'ENTRETIEN LORRAINE BELVAANCE ENRL																20,000			
9112	SUCCESSION JEAN EDDÉS BOURQUE																167,000			
9111	SYNDICAT DES COPROPRIETAIRES DES CONDOS DU PHARE ROTTE																75,000			
9119	VELLEUX ET ASSOCIES NOTAIRES INC																2,428,650			
9120	VENTILATION SR INC																50,000			
9121	VILLAGE MARIONNE																625,267			
9140	WPE LES EPICES																6,100			
9144	WPE LES ANCIENS																115,723			
9153	JOURNET	RICHARD CHRISTOPHE															5,142			
																	6,120			
			\$ 6,651,600	\$ 89,435,000	\$ 152,855	\$ 2,205,100	\$ 7,000	\$ 902,000	\$ 20,699,102	\$ 40,041,792	\$ 11,499,835	\$ 650,635,507	\$ 17,445,406	\$ 7,682,741	\$ 15,603,156	\$ 1,284,644	\$ 20,000	\$ 34,113	\$ 763,416,350	\$ 31,397,537

\* Included as part of collective claim filed by the Class Representatives' Counsel.

Note 1: Based on original claim filed or as amended.

Note 2: Total dividend paid takes into account the following:  
 a) total dividend paid is as of July 18, 2016.  
 b) total dividend paid represents the gross amount paid before deductions for legal fees, expenses and sales taxes.  
 c) total dividend paid excludes amounts paid by the YD Trustee.

Note 3: Included on protective claim filed. No last name provided.

N° : 480-06-000001-132  
PROVINCE DE QUÉBEC  
COUR SUPÉRIEURE  
DISTRICT DE MÉGANTIC  
LOCALITÉ DE LAC-MÉGANTIC

**GUY OUELLET, SERGE JACQUES et LOUIS-  
SERGES PARENT**

Représentants

**C. MONTREAL MAINE & ATLANTIC CANADA  
COMPANY, THOMAS HARDING et  
COMPAGNIE DE CHEMIN DE FER CANADIEN  
PACIFIQUE**

Défenderesses

-et-

**RICHTER GROUPE CONSEIL INC.**, ès qualités de  
contrôleur dans les procédures de Montréal, Maine &  
Atlantic Canada Company en vertu de la Loi sur les  
arrangements avec les créanciers des compagnies

Mise en cause

10263/111372.00028

BF1339

**REQUÊTE DE LA DÉFENDERESSE COMPAGNIE DE  
CHEMIN DE FER CANADIEN PACIFIQUE POUR  
DIVULGATION DE DOCUMENTS CONCERNANT  
LES SOMMES D'ARGENT VERSÉES À DES  
MEMBRES DU GROUPE, AVIS DE PRÉSENTATION,  
LISTE DE PIÈCES**

et

**PIÈCES R-1 à R-13**

**COPIE POUR : M. Andrew Adessky  
Richter Groupe Conseil Inc.**

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**

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SIGNIFIÉ LE

01/12/17 à 13h45  
mp