

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

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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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                  bfarber@fasken.com

C A N A D A

(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

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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 ●: ●
- ●, 2014 at ●: ●
- ●, 2014 at ●: ●
- ●, 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
	PLOMBERIE 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 ●: ●
- ●, 2014 at ●: ●
- ●, 2014 at ●: ●
- ●, 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 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**

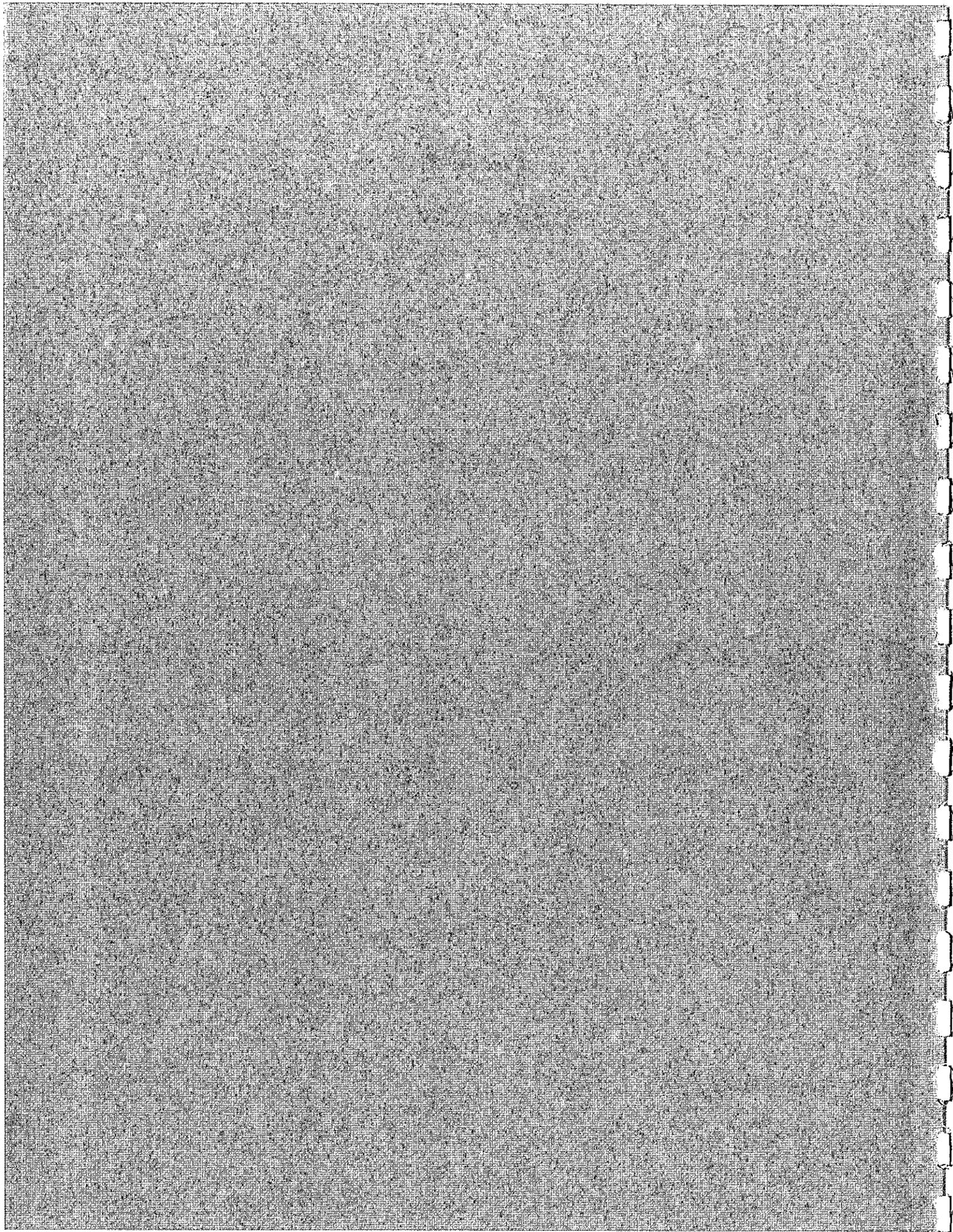
**APPENDIX "C"**

**PROOF OF CLAIM**

**APPENDIX "C"**

**PROOF OF CLAIM**

MTL\_LAW 21543873



**R-2**

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

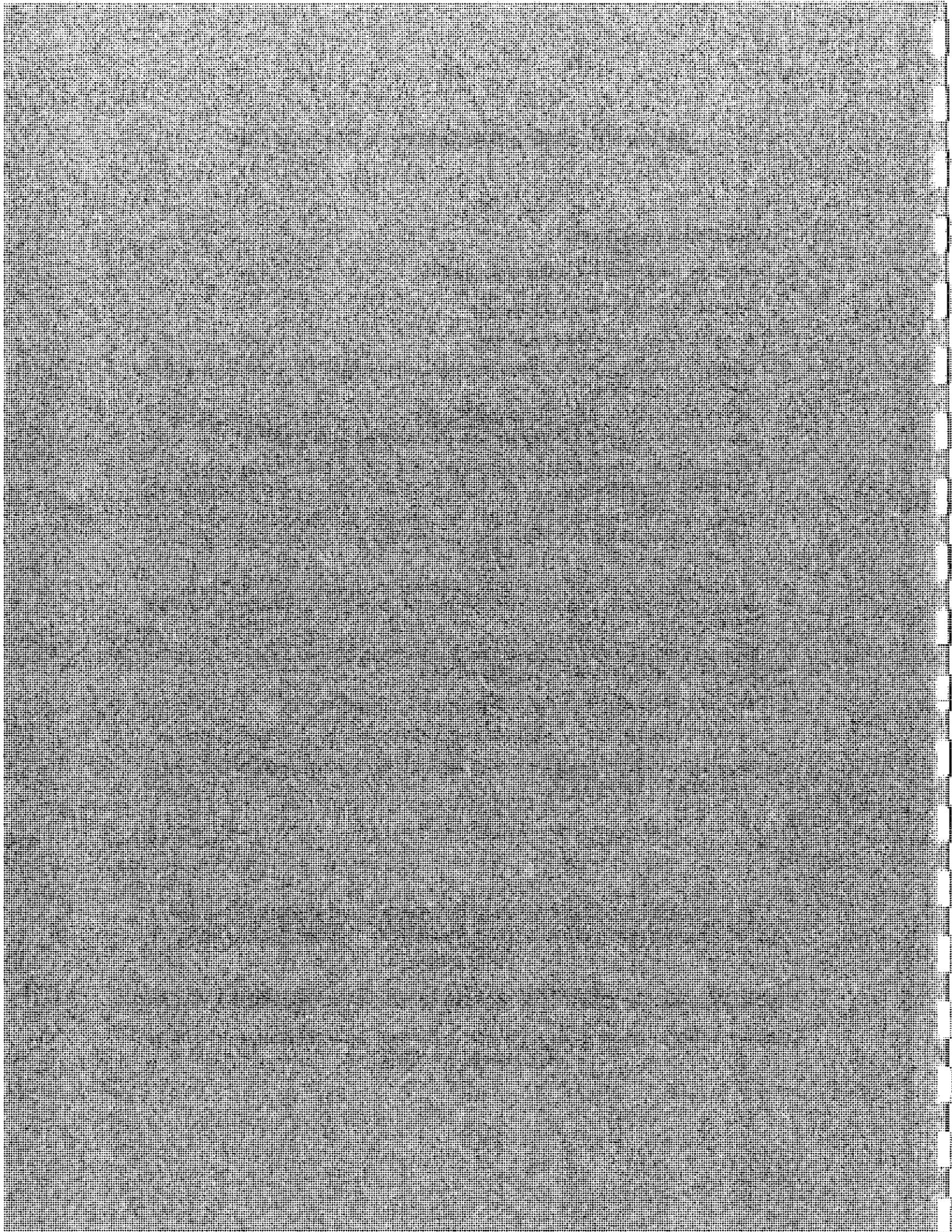
- 1. Instructions aux créanciers**
- 2. Documents relatifs au dépôt d'une réclamation**
  - **Formulaire de preuve de réclamation**
  - **Renseignements sur la succession**
  - **Annexe 1** – Réclamation de dommages économiques, matériels, ou autres résultant du décès d'une personne
  - **Annexe 2A** – 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-main-and-atlantic-canada-co](http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-main-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 :

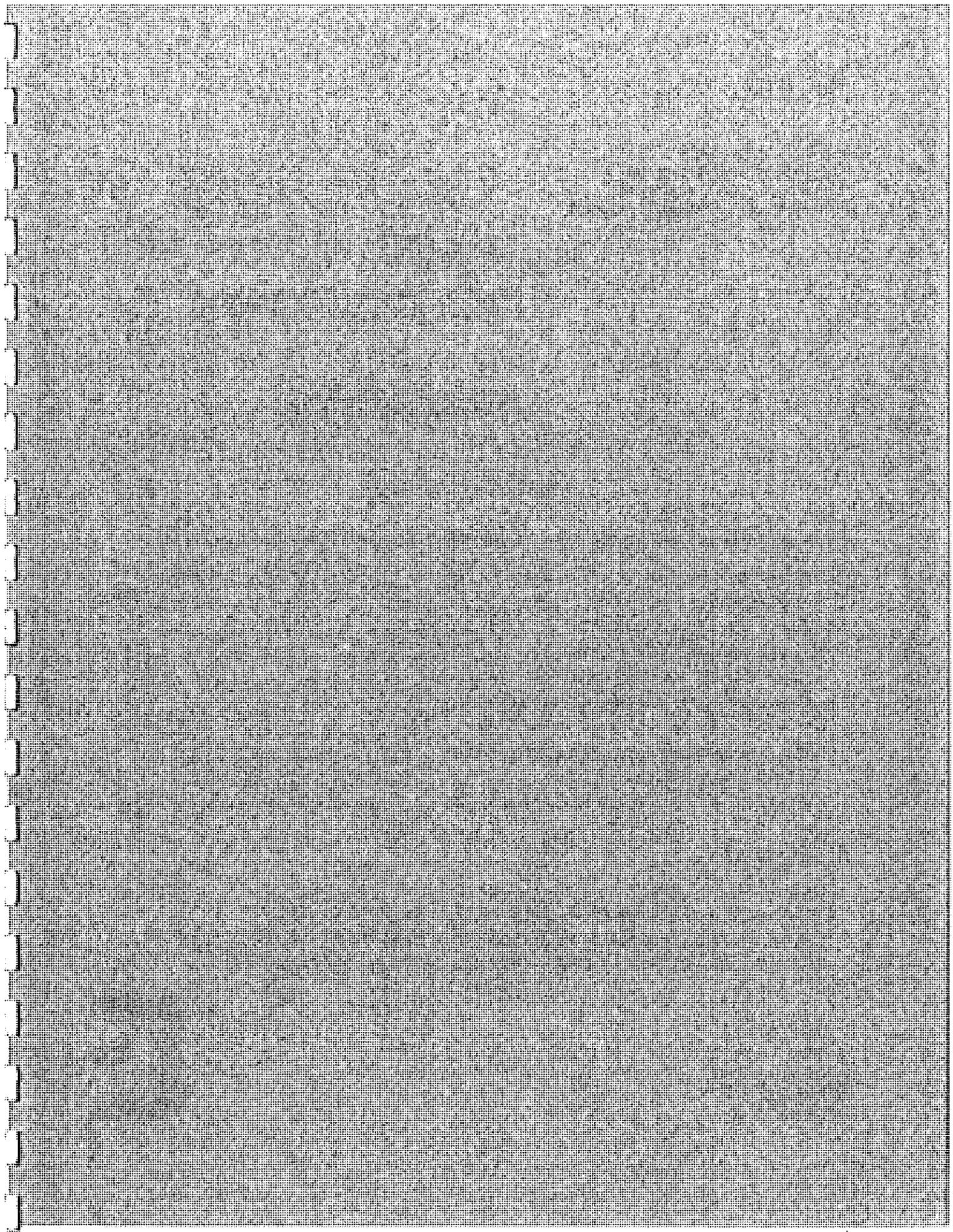
<http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>

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

C O U R S U P É R I E U R E  
(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

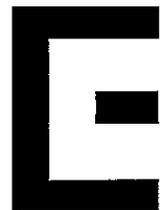
J'ai une réclamation contre :

- 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](mailto: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 <u>NE RÉSULTANT PAS DE</u> 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' <i>annexe 4</i> (calculés à la page 1).	_____ \$ CA	_____ \$ CA
P. Si vous êtes un gouvernement ou une municipalité, veuillez remplir l' <i>annexe 5</i> (calculés à la page 6).	_____ \$ CA	_____ \$ CA
Q. Si vous avez une réclamation découlant d'un recours récursaire ou d'un appel en garantie, veuillez remplir l' <i>annexe 6</i> .	_____ \$ 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

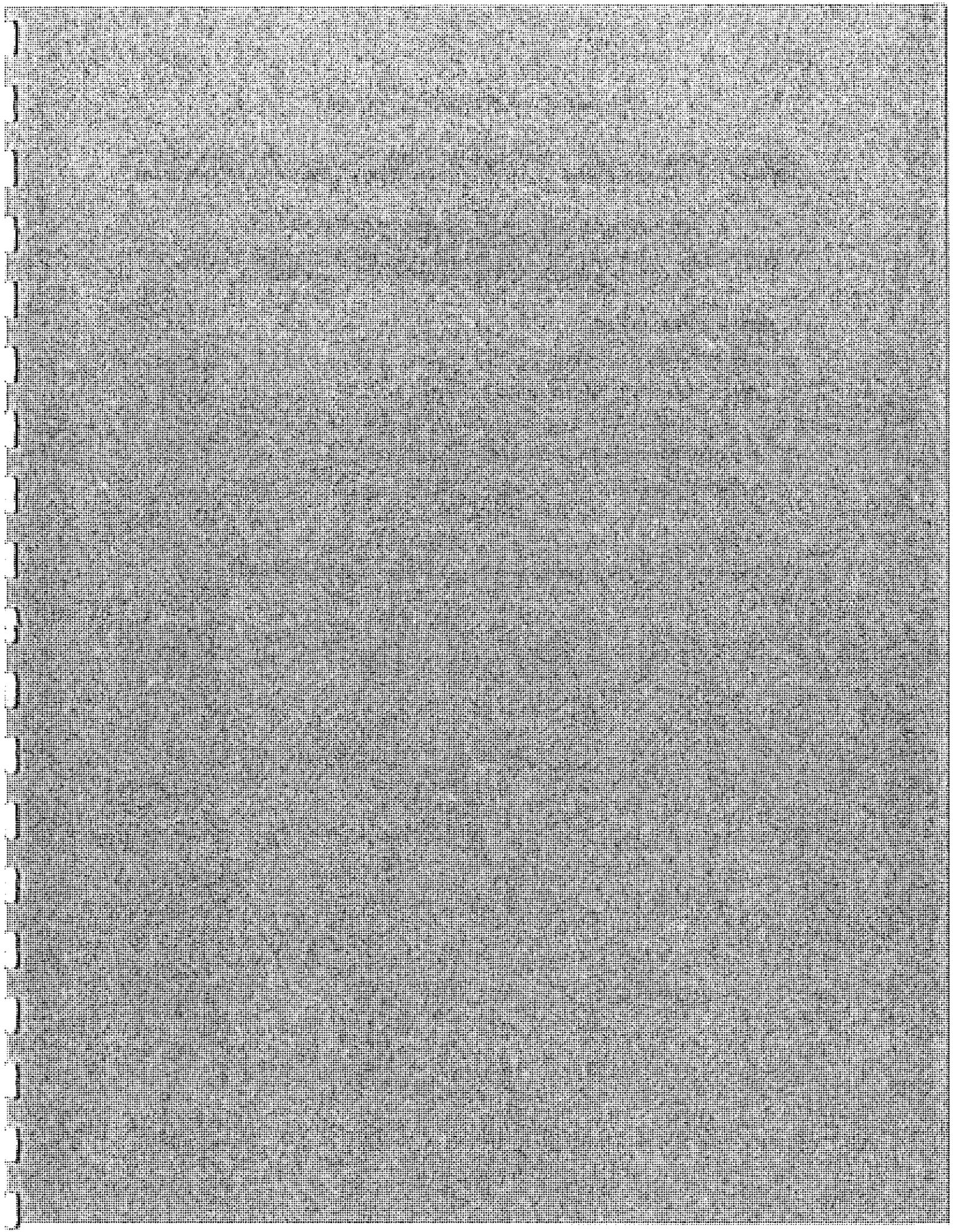
\_\_\_\_\_  
Signature du témoin

\_\_\_\_\_  
(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**

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

**RENSEIGNEMENTS SUR LA SUCCESSION DU FORMULAIRE DE  
PREUVÉ DE RÉCLAMATION  
À REMPLIR SEULEMENT SI VOUS DÉPOSEZ UNE RÉCLAMATION DE DOMMAGES RÉSULTANT  
DU DÉCÈS D'UNE PERSONNE AU NOM D'UNE SUCCESSION**

**I. RENSEIGNEMENTS DE BASE**

1. Nom du Défunt/de la succession : \_\_\_\_\_
2. Adresse domiciliaire du Défunt (au moment du décès) : \_\_\_\_\_  
\_\_\_\_\_
3. Date de naissance du Défunt (JJ-MM-AAAA) : \_\_\_\_\_
4. Nom du ou des liquidateurs :  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_
5. Joindre tous les documents requis pour établir 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**



**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**



## 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 : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

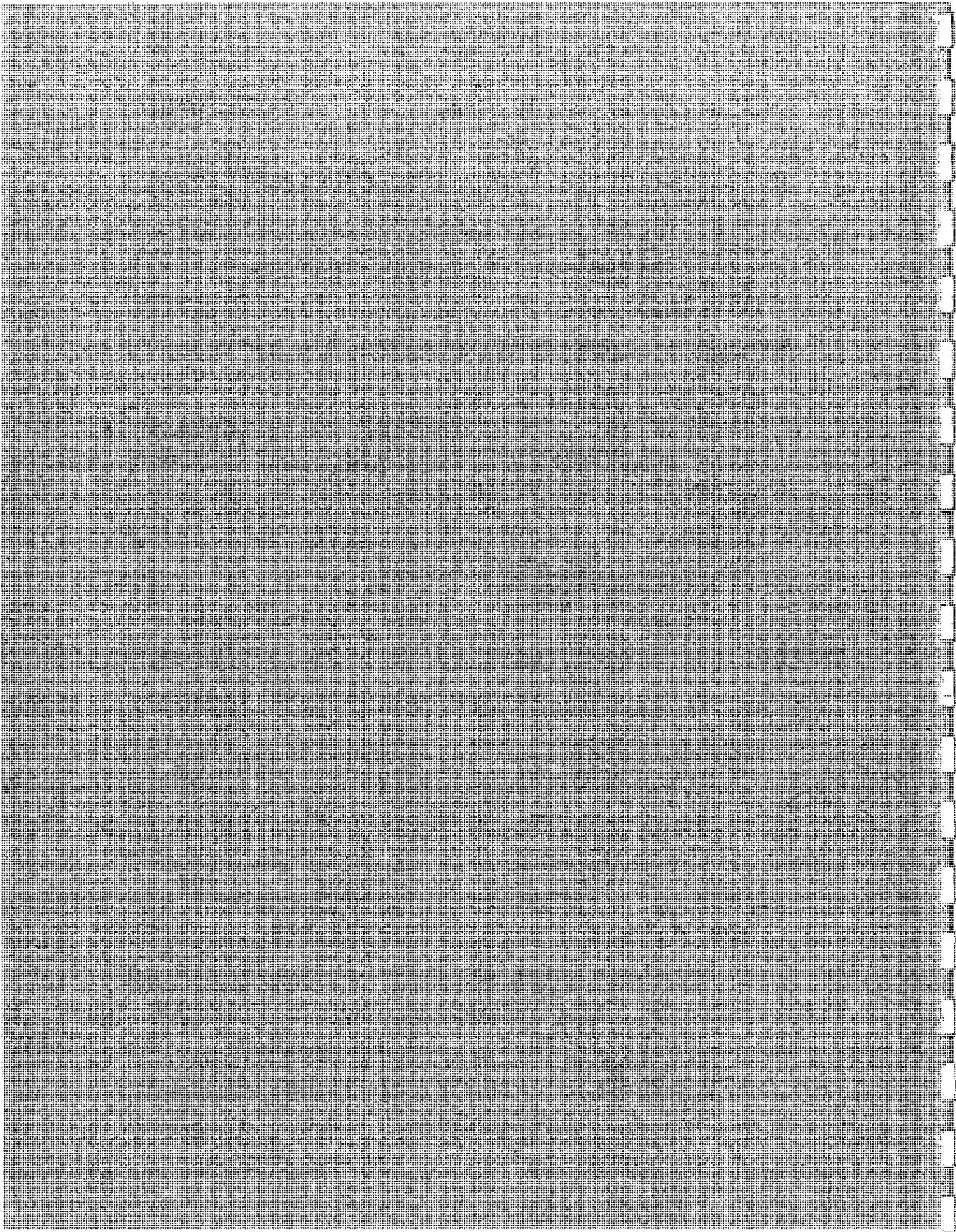
N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

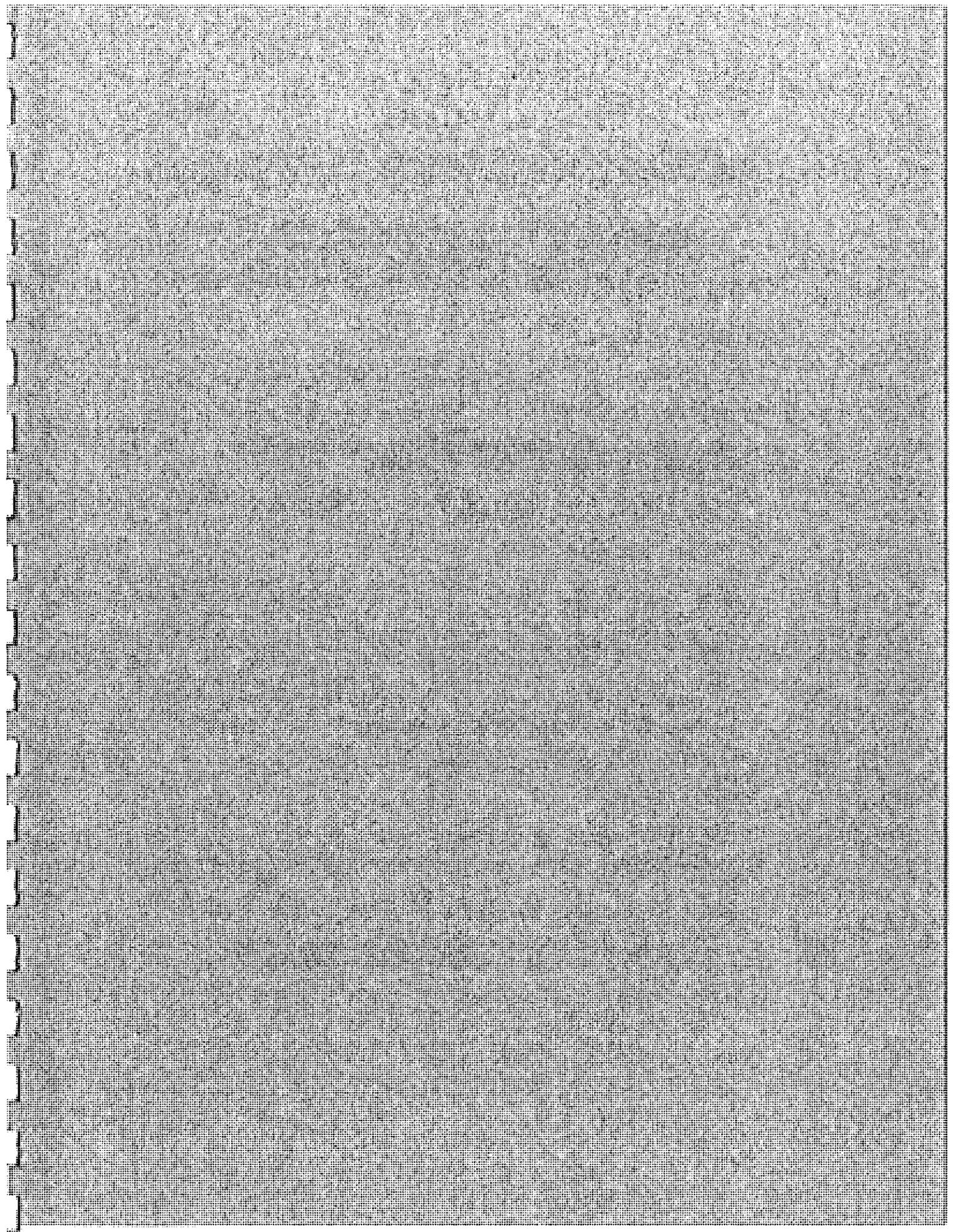
Juridiction : \_\_\_\_\_

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 :

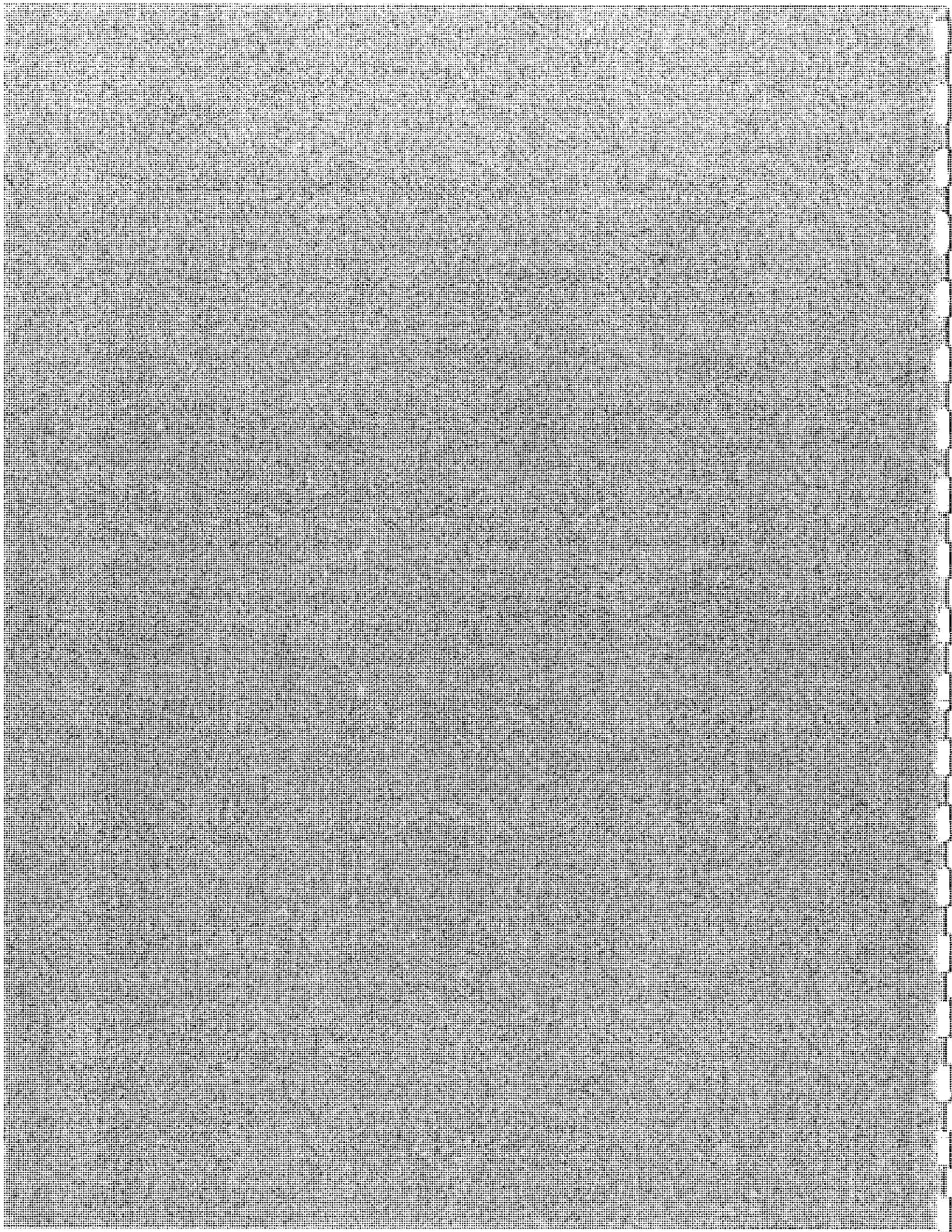
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 RÉCLAMATION 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

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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

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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 : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

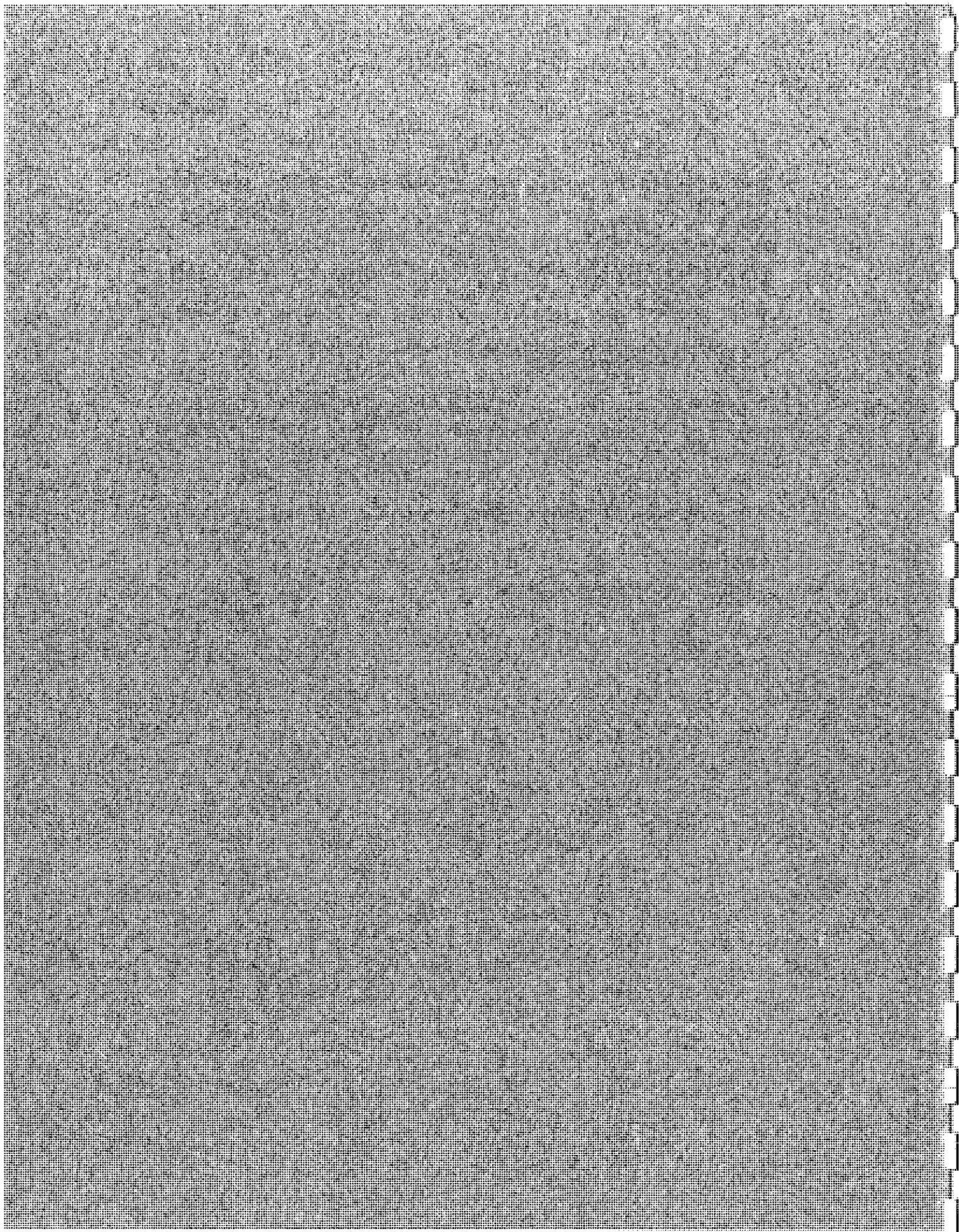
N° du dossier de Cour de la poursuite civile en cours : \_\_\_\_\_

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

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

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
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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

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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





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





**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



## 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 :

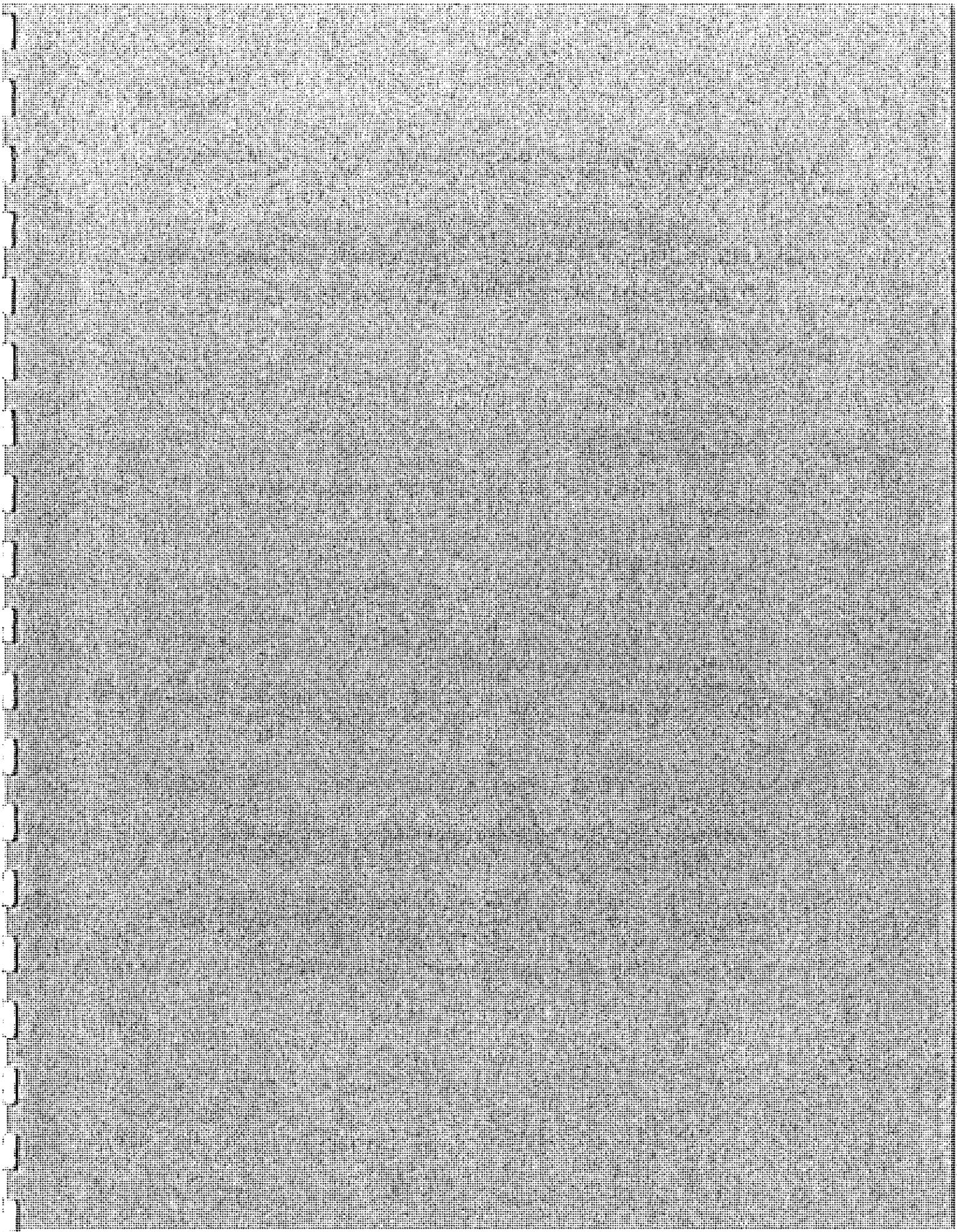
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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) :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

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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



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

Multiple horizontal lines for text entry.

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:

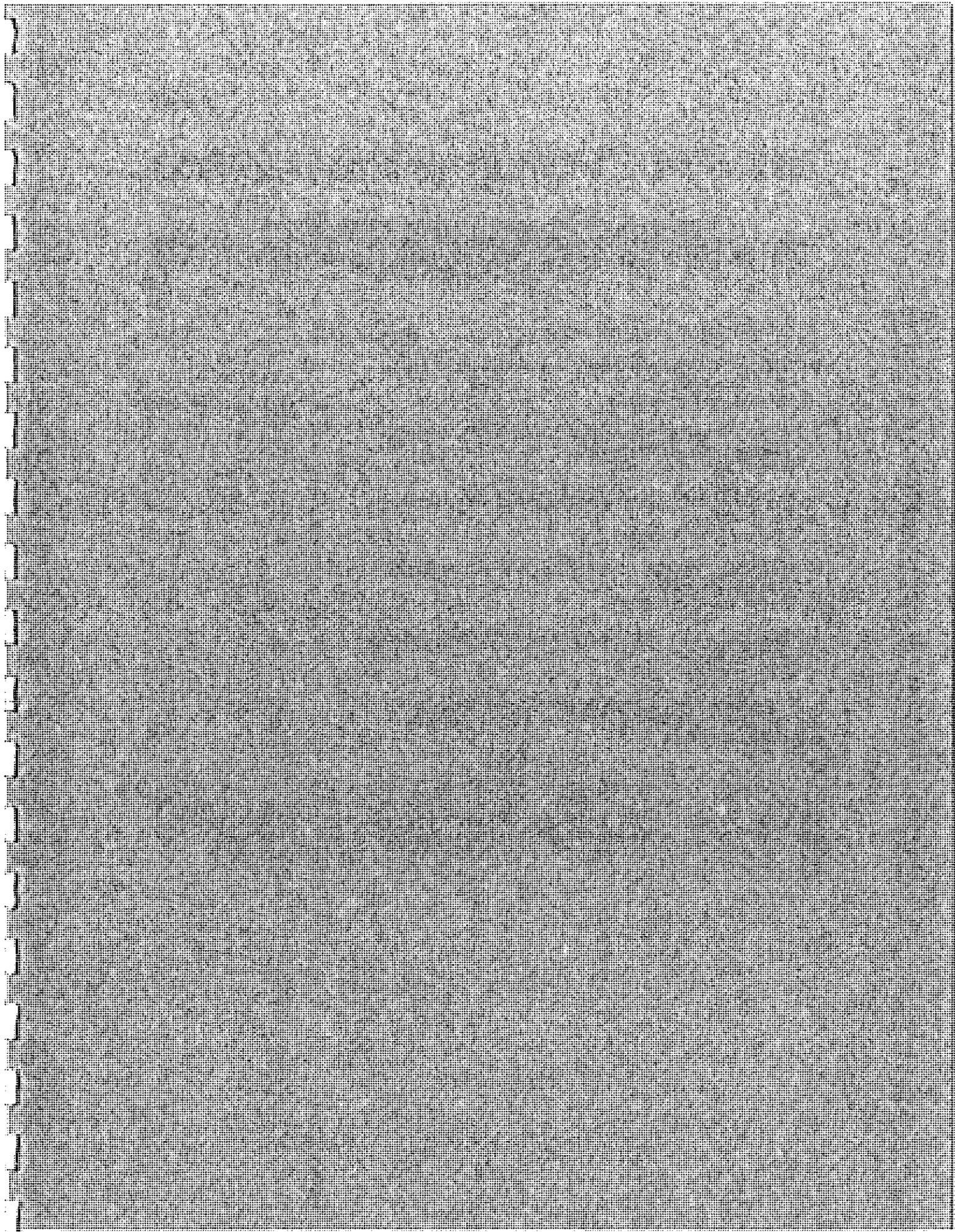
Nom des parties : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

(Veuillez joindre une copie des procédures.)



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**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 :

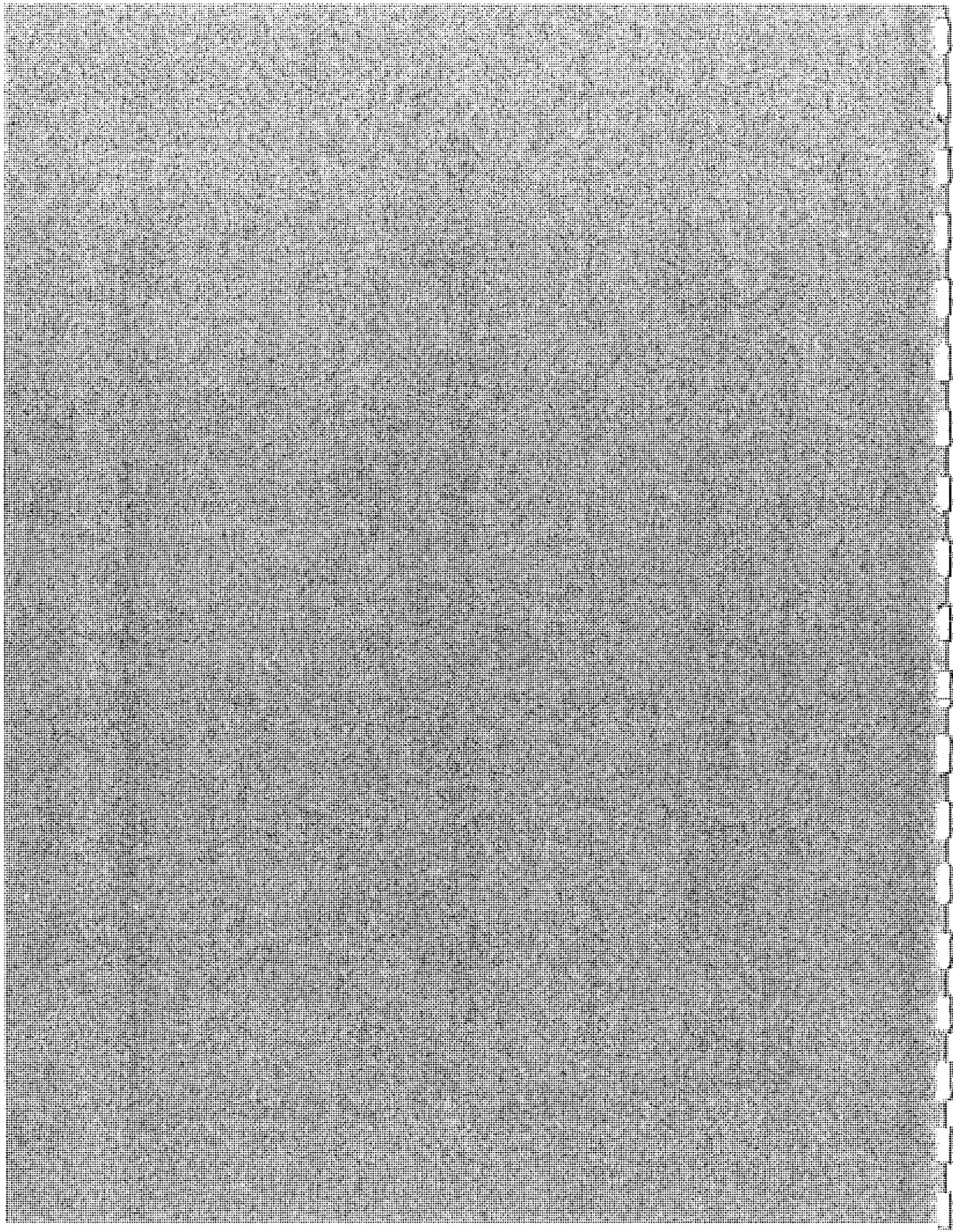
Nom du (des) titulaire(s) de la police	Catégorie de risques couverts et période d'application des couvertures	Montant de l'assurance	Numéro de la police	Nom du bénéficiaire et description de l'indemnité versée	Montant du paiement (\$ CA)	Autres
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

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





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**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  
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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

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- 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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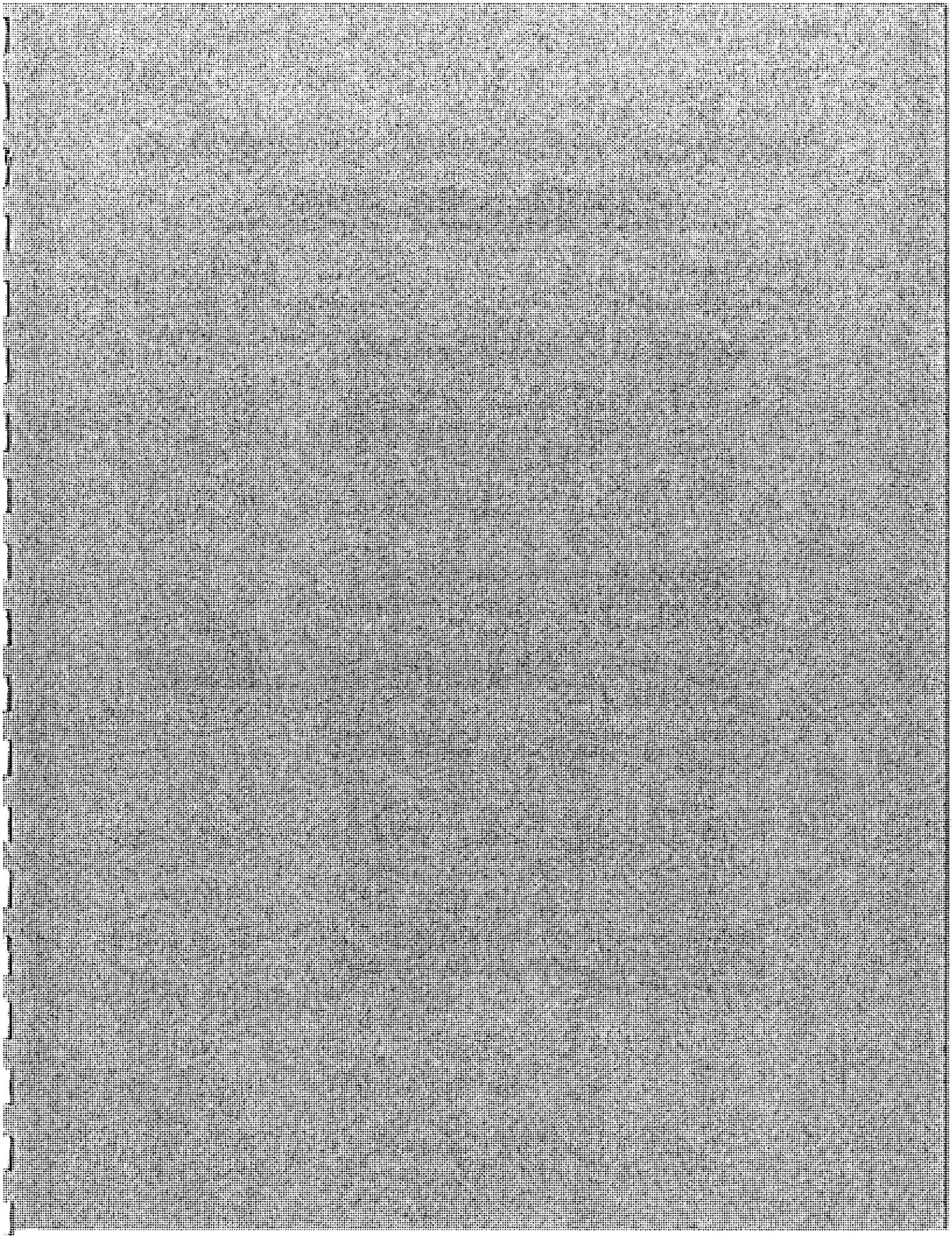
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	MONTANT RÉCLAMÉ À MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE	MONTANT RÉCLAMÉ À CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE (SI DIFFÉRENT)
<b>RÉCLAMATIONS TOTALES</b>		
<b>Section :</b>		
A. Réclamation pour faits, dommages, dettes ou obligations liés 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





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

**ANNEXE 6 DU FORMULAIRE DE PREUVE DE RECLAMATION  
A REMPLIR SEULEMENT SI VOUS DEPOSEZ UNE RECLAMATION  
DECOULANT D'UN RECOURS RECURSOIRE 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. RECLAMATION CONTRE MONTREAL, MAINE & ATLANTIC CANADA CIE (DANS LE CADRE DES PROCEDURES D'INSOLVABILITE 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. RECLAMATION CONTRE CHEMIN DE FER MONTREAL, MAINE & ATLANTIC (DANS LE CADRE DES PROCEDURES D'INSOLVABILITE AUX ETATS-UNIS, SI LES MONTANTS SONT DIFFERENTS)**

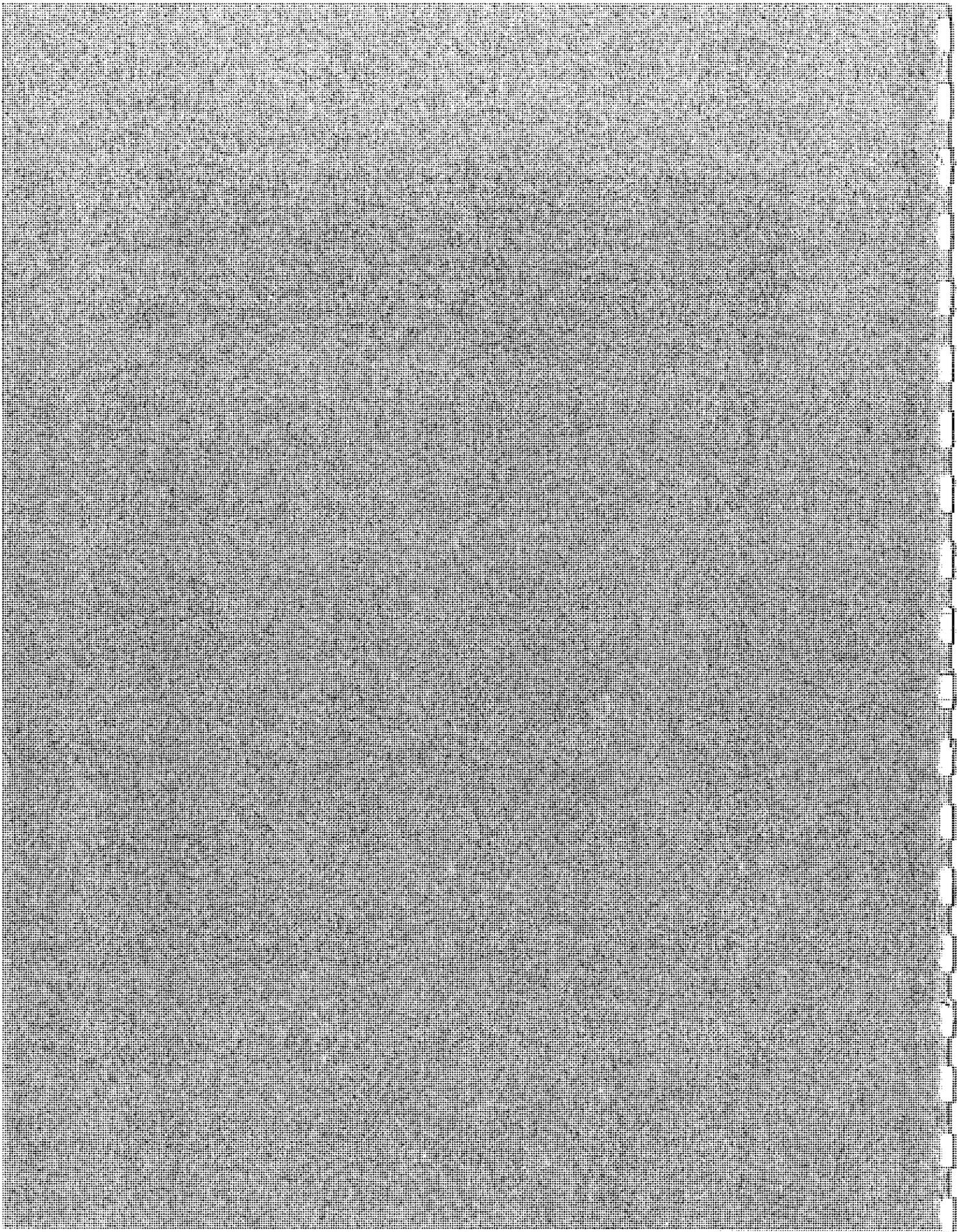
i. Dettes ou obligations présentes ou futures pour lesquelles vous réclamez de Chemin de fer Montréal, Maine & Atlantique :

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

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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**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  
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.  
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**

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 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

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.

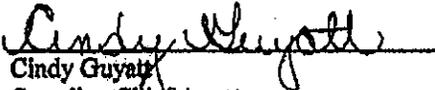
6.21. Rules of Construction. As used in this Agreement, the singular and masculine gender shall mean also the plural and feminine or neuter, as may be appropriate, "it" shall include "he" and "she"; and "each" and "all" includes "each" and "every." Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof," "herein," "hereby" and

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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.

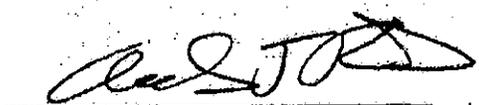
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth, along with the respective signatures, below.

**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

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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 \_\_, 2015

**Indian Harbor Insurance Company:**

\_\_\_\_\_  
Andrew J. Pinkes  
Director and Executive Vice President

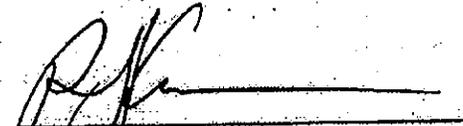
Dated: March \_\_, 2015

**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.**

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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

---

**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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**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

**VERSION ANGLAISE SEULEMENT**

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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.~~



**VERSION ANGLAISE SEULEMENT**

**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

**VERSION ANGLAISE SEULEMENT**

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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

**VERSION ANGLAISE SEULEMENT**

**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

**VERSION ANGLAISE SEULEMENT**

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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

**VERSION ANGLAISE SEULEMENT**

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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

**VERSION ANGLAISE SEULEMENT**

**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

**VERSION ANGLAISE SEULEMENT**

**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.

**VERSION ANGLAISE SEULEMENT**

**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

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- 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

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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**

---

**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

PAGE : 20

**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:**

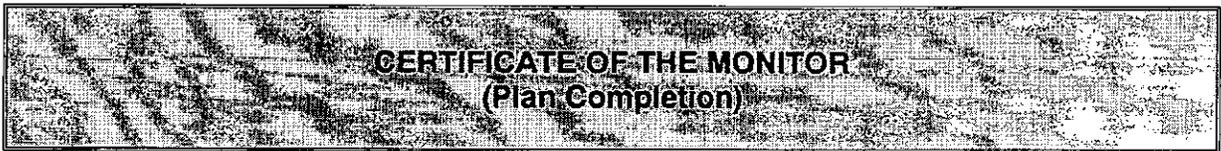
●

**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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Alain Riendeau  
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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.

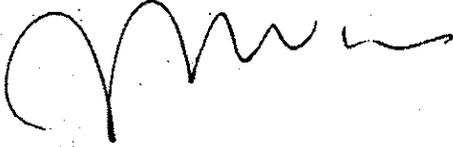
The creditors represented by our clients object to any needless disclosure of their personal information, including their claim information. We are advised by the Monitor that CP is not entitled to a distribution under the CCAA plan. Assuming that is correct, it is not apparent to us that CP has a *bona 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  
JOHANNESBURG

MONTREAL

QUEBEC



**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** 

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MONTRÉAL

QUÉBEC

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**R-11**

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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**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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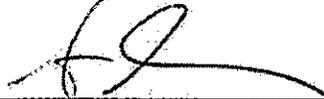
**AFFIDAVIT OF ANDREW ADESSKY**

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:

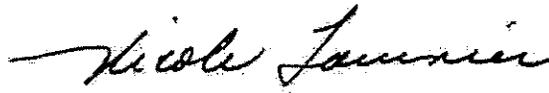
1. I am an authorized representative of the Monitor;

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  
*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  
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**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**

---

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

**Debtor**

and

**RICHTER ADVISORY GROUP INC.  
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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

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+1 514 397 7600 Fax  
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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', with a long horizontal line 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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CITY    LONDON    JOHANNESBURG

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**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

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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

**FASKEN  
MARTINEAU** 

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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







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	Total Damages Paid (Note 2)		
			Schedule 1 - Claiming damages resulting from the death of a person, (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	(C) Economic and (D) Other Damages	(E) Economic and (F) Other Damages	(G) Material 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	
54	AUDET	JOANNE	375,000			5,000	350,000	500	375,000							1,996
55	AUDET	LOUISE														77,479
56	AUDET	MARIE														1,996
57	AUDET	MARTHE														3,594
58	AUDET	MAXIME														2,396
59	AUDET	OLIVIER														1,996
60	AUDET	SERGE														2,795
61	AUDET	THOMAS														1,996
62	AUDET	WILLIAM														2,795
63	AUDET	CHARLOTTE														1,996
64	BASIN	CHRISTOPHE														1,996
65	BASIN	OLIVIER														1,996
66	BASIN	STEFANIE														1,996
67	BASIN	ALEX														1,996
68	BAILLARGEON	ANNE														1,996
69	BAILLARGEON	DANA														1,996
70	BAILLARGEON	DAVID														1,996
71	BAILLARGEON	DAVID														1,996
72	BAILLARGEON	GEORGES														1,996
73	BAILLARGEON	GERMAN														1,996
74	BAILLARGEON	HENRIETTE														1,996
75	BAILLARGEON	JOSH														1,996
76	BAILLARGEON	LOUISE														1,996
77	BAILLARGEON	MARYSE														1,996
78	BAILLARGEON	MICHEL														1,996
79	BAILLARGEON	NORBERT														1,996
80	BAILLARGEON	OLIVIER														1,996
81	BAILLARGEON	OLIVIER														1,996
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83	BAILLARGEON	OLIVIER														1,996
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108	BAILLARGEON	OLIVIER														1,996
109	BAILLARGEON	OLIVIER														1,996
110	BAILLARGEON	OLIVIER														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 (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 suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (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 a business, other than those resulting from the death of a person or from bodily injuries. (G) Economic and (H) Other Medical Damages	Schedule 3 - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (I) Economic and (J) Other Medical Damages	Schedule 4 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (K) Economic and (L) Other Medical Damages	Schedule 5 - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (M) Economic and (N) Other Medical Damages	Schedule 6 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (O) Economic and (P) Other Medical Damages	Schedule 7 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (Q) Economic and (R) Other Medical Damages	Schedule 8 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (S) Economic and (T) Other Medical Damages			Schedule 9 - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries. (U) Economic and (V) Other Medical Damages				
155	BEDARD	DANE															202,000	2,795	
156	BEDARD	DOMINIQUE																271,600	47,832
157	BEDARD	FABIENNE																375,000	7,885
158	BEDARD	FERNAND	375,000															375,000	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	1,696
165	BEDARD	JULIE																50,000	1,696
166	BEDARD	JULIETTE																114,200	3,594
167	BEDARD	LUZIANE																100,000	26,162
168	BEDARD	LUCIE																225,500	45,536
169	BEDARD	LYSÉE																101,000	3,594
170	BEDARD	MADÉLINE																104,200	1,896
171	BEDARD	MELANIE																174,818	2,795
172	BEDARD	MICHAËL																100,000	1,896
173	BEDARD	MICHAËL																225,500	45,536
174	BEDARD	MICHAËL																101,000	3,594
175	BEDARD	MICHAËL																104,200	1,896
176	BEDARD	MICHAËL																174,818	2,795
177	BEDARD	MICHAËL																282,000	4,792
178	BEDARD	PIERRE																231,000	4,792
179	BEDARD	PIERRETTE																275,000	2,795
180	BEDARD	ROBERT																125,000	2,795
181	BEDARD	ROBERT																102,000	2,795
182	BEDARD	ROBERT																106,000	1,896
183	BEDARD	SAMUEL																325,000	3,594
184	BEDARD	SAMUEL																114,100	3,594
185	BEDARD	SARAHÈVE																2,590	77,479
186	BEDARD	SERGE																102,000	2,795
187	BEDARD	SUZANNE																106,000	1,896
188	BEDARD	SUZANNE																325,000	3,594
189	BEGIN	YVAN																114,100	3,594
190	BEGIN	ANNE-JOSÉE																2,590	77,479
191	BEGIN	CHRISTINE																102,000	2,795
192	BEGIN	CLAUDETTE																106,000	1,896
193	BEGIN	ETIENNE																325,000	3,594
194	BEGIN	GERARD																114,100	3,594
195	BEGIN	KEVIN																2,590	77,479
196	BEGIN	MARYSE																102,000	2,795
197	BEGIN	MATHEU																106,000	1,896
198	BEGIN	PAULINE																325,000	3,594
199	BEGIN	PIER-OLIVIER																114,100	3,594
200	BEGIN	RENE																2,590	77,479
201	BEGIN	RICHARD																102,000	2,795
202	BEGIN	RYAN																106,000	1,896
203	BEGIN-BEDARD	LAURIE																325,000	3,594
204	BEGIN-BEDARD	MATYA																114,100	3,594
205	BEGIN-BEDARD	DANIE																2,590	77,479
206	BELANGER	SUSAN																102,000	2,795
207	BELANGER	SUSAN																106,000	1,896
208	BELANGER	SUSAN																325,000	3,594
209	BELANGER	ALAIN																114,100	3,594
210	BELANGER	DANE																2,590	77,479
211	BELANGER	EDWARD																102,000	2,795
																		253,000	3,594













Meritall, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reys

Roll #	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 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 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													100,000	1,698
466	BOUCHER	DAVID														100,000	1,698
467	BOUCHER	DENISE														100,000	1,698
468	BOUCHER	DANIE														100,000	1,698
469	BOUCHER	EMERY														100,000	1,698
470	BOUCHER	GISLAINE														100,000	1,698
471	BOUCHER	GISELE														100,000	1,698
472	BOUCHER	JEAN-GUY														100,000	1,698
473	BOUCHER	JULIE														100,000	1,698
474	BOUCHER	LENE														100,000	1,698
475	BOUCHER	MARIE-JOIE														100,000	1,698
476	BOUCHER	MARIE-JOIE														100,000	1,698
477	BOUCHER	MARIE-JOIE														100,000	1,698
478	BOUCHER	MARIE-JOIE														100,000	1,698
479	BOUCHER	MARIE-JOIE														100,000	1,698
480	BOUCHER	MARIE-JOIE														100,000	1,698
481	BOUCHER	MARIE-JOIE														100,000	1,698
482	BOUCHER	MARIE-JOIE														100,000	1,698
483	BOUCHER	MARIE-JOIE														100,000	1,698
484	BOUCHER	MARIE-JOIE														100,000	1,698
485	BOUCHER	MARIE-JOIE														100,000	1,698
486	BOUCHER	MARIE-JOIE														100,000	1,698
487	BOUCHER	MARIE-JOIE														100,000	1,698
488	BOUCHER	MARIE-JOIE														100,000	1,698
489	BOUCHER	MARIE-JOIE														100,000	1,698
490	BOUCHER	MARIE-JOIE														100,000	1,698
491	BOUCHER	MARIE-JOIE														100,000	1,698
492	BOUCHER	MARIE-JOIE														100,000	1,698
493	BOUCHER	MARIE-JOIE														100,000	1,698
494	BOUCHER	MARIE-JOIE														100,000	1,698
495	BOUCHER	MARIE-JOIE														100,000	1,698
496	BOUCHER	MARIE-JOIE														100,000	1,698
497	BOUCHER	MARIE-JOIE														100,000	1,698
498	BOUCHER	MARIE-JOIE														100,000	1,698
499	BOUCHER	MARIE-JOIE														100,000	1,698
500	BOUCHER	MARIE-JOIE														100,000	1,698
501	BOUCHER	MARIE-JOIE														100,000	1,698
502	BOUCHER	MARIE-JOIE														100,000	1,698
503	BOUCHER	MARIE-JOIE														100,000	1,698
504	BOUCHER	MARIE-JOIE														100,000	1,698
505	BOUCHER	MARIE-JOIE														100,000	1,698
506	BOUCHER	MARIE-JOIE														100,000	1,698
507	BOUCHER	MARIE-JOIE														100,000	1,698
508	BOUCHER	MARIE-JOIE														100,000	1,698
509	BOUCHER	MARIE-JOIE														100,000	1,698
510	BOUCHER	MARIE-JOIE														100,000	1,698
511	BOUCHER	MARIE-JOIE														100,000	1,698
512	BOUCHER	MARIE-JOIE														100,000	1,698
513	BOUCHER	MARIE-JOIE														100,000	1,698
514	BOUCHER	MARIE-JOIE														100,000	1,698
515	BOUCHER	MARIE-JOIE														100,000	1,698
516	BOUCHER	MARIE-JOIE														100,000	1,698
517	BOUCHER	MARIE-JOIE														100,000	1,698
518	BOUCHER	MARIE-JOIE														100,000	1,698
519	BOUCHER	MARIE-JOIE														100,000	1,698
520	BOUCHER	MARIE-JOIE														100,000	1,698
521	BOUCHER	MARIE-JOIE														100,000	1,698



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) Other Damages	Schedule 2D - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries (I) Other Damages	Schedule 2E - Claiming damages resulting from the loss of use of property (J) Medical Damages (K) Other Damages	Schedule 2F - Claiming damages resulting from the loss of use of property (L) Medical Damages (M) Other Damages	Schedule 2G - Claiming damages resulting from the loss of use of property (N) Medical Damages (O) Other Damages	Schedule 2H - Claiming damages resulting from the loss of use of property (P) Medical Damages (Q) Other Damages	Schedule 2I - Claiming damages resulting from the loss of use of property (R) Medical Damages (S) Other Damages			Schedule 2J - Claiming damages resulting from the loss of use of property (T) Medical Damages (U) Other Damages	
551	BOULANGER	SUZANNE				305,438	652,000								1,000,000	1,996
552	BOULANGER	SUZANNE					100,000								100,000	1,996
553	BOULANGER	SILVAIN					1,000	1,000							100,000	2,785
554	BOULANGER	THERÈSE					1,000	1,000							100,000	4,392
555	BOULANGER	ZACHARIE													125,000	1,996
4082	BOULANGER (FRANK)	PIERRE-ALEXANDRE													75,000	95,745
4083	BOULANGER (FRANK)	PIERRE-ALEXANDRE			2,000	152,000									100,000	2,785
4084	BOULANGER (FRANK)	PIERRE-ALEXANDRE													154,000	3,594
571	BOULE	ANNE-PIERRE													75,000	1,996
572	BOULE	CAROLE													75,000	3,594
573	BOULE	DANIEL													110,000	2,785
574	BOULE	DOMINIC													101,000	24,565
575	BOULE	EMERIK													102,000	2,396
576	BOULE	ERIC													110,000	3,594
577	BOULE	GERARD													287,052	3,594
578	BOULE	GILLES													102,000	2,785
579	BOULE	GINETTE													100,000	1,996
580	BOULE	JEAN-CHRISTOPHE													101,000	2,795
581	BOULE	LAURIE													102,000	2,396
582	BOULE	LUC													102,000	2,396
583	BOULE	LUC													102,000	2,396
584	BOULE	LUC													102,000	2,396
585	BOULE	LUC													102,000	2,396
586	BOULE	LUC													102,000	2,396
587	BOULE	LUC													102,000	2,396
588	BOULE	MICHEL													100,000	1,996
589	BOULE	NICOLE													100,000	1,996
590	BOULE	NICOLE													100,000	1,996
591	BOULE	PAUL													101,000	2,396
592	BOULE	ROLAND													101,000	2,396
593	BOULE	SILVAIN													100,000	2,396
594	BOULE	SYLVAIN													100,000	2,396
595	BOULE	THERÈSE													102,000	2,396
596	BOULE	SIMONE													102,000	2,396
597	BOULE	REJEAN													102,000	2,396
598	BOULE	AME													102,000	2,396
599	BOULE	AME													102,000	2,396
600	BOULE	AME													102,000	2,396
601	BOULE	AME													102,000	2,396
602	BOULE	AME													102,000	2,396
603	BOULE	AME													102,000	2,396
604	BOULE	AME													102,000	2,396
605	BOULE	AME													102,000	2,396
606	BOULE	AME													102,000	2,396
607	BOULE	AME													102,000	2,396
608	BOULE	AME													102,000	2,396
609	BOULE	AME													102,000	2,396
610	BOULE	AME													102,000	2,396
611	BOULE	AME													102,000	2,396
612	BOULE	AME													102,000	2,396
613	BOULE	AME													102,000	2,396
614	BOULE	AME													102,000	2,396
615	BOULE	AME													102,000	2,396
616	BOULE	AME													102,000	2,396
617	BOULE	AME													102,000	2,396
618	BOULE	AME													102,000	2,396
619	BOULE	AME													102,000	2,396
620	BOULE	AME													102,000	2,396
621	BOULE	AME													102,000	2,396
622	BOULE	AME													102,000	2,396
623	BOULE	AME													102,000	2,396
624	BOULE	AME													102,000	2,396
4070	BOULET	STEPHANE													75,500	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) Property (I) Damages for Loss of Name (J) Damages for Loss of Use of Property (K) Medical Damages (L) Property (M) Other Damages	Schedule 3B - Claiming damages suffered by a decedent, other than those resulting from the death of a person or from bodily injuries (N) Economic Damages (O) Loss of Use of Property (P) Other Damages	Schedule 4 (Q) Other Damages as a Result of the July 15, 2011 Earthquake (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	JOHANNE															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															2,795
889	BREAU	ANDRE	375,000														3,594
911	BREAU	ANDRE															4,392
712	BREAU	ANNE-ROSE															33,940
684	BREAU	CARMELLE															7,886
892	BREAU	CARMEN	250,000														101,000
893	BREAU	CECILE															17,000
894	BREAU	CLARE															1,000
595	BREAU	CLAUDETTE															3,000
596	BREAU	DENISE															6,000
696	BREAU	FELIX															16,302
697	BREAU	HUGUETTE															1,000
698	BREAU	JACQUES															17,000
699	BREAU	JACQUES															101,000
4078	BREAU	JEAN-SEBASTIEN															1,175,000
701	BREAU	KELLY-ANN															1,175,000
4076	BREAU	LAURENNE															325,000
703	BREAU	LISE															105,000
704	BREAU	MARCEL															75,000
705	BREAU	MARCEL															19,373
4077	BREAU	MARCEL															415
706	BREAU	MARCEL															1,000
707	BREAU	MARCEL															4,000
708	BREAU	MARCEL															4,000
709	BREAU	MARCEL															3,590
710	BREAU	MARCEL															1,000
711	BREAU	MARCEL															1,000
712	BREAU	MARCEL															1,000
713	BREAU	MARCEL															1,000
714	BREAU	MARCEL															1,000
715	BREAU	MARCEL															1,000
716	BREAU	MARCEL															1,000
717	BREAU	MARCEL															1,000
718	BREAU	MARCEL															1,000
719	BREAU	MARCEL															1,000
720	BREAU	MARCEL															1,000
721	BREAU	MARCEL															1,000
722	BREAU	MARCEL															1,000
723	BREAU	MARCEL															1,000
4079	BREAU	MARCEL															1,000
724	BREAU	MARCEL															1,000
725	BREAU	MARCEL															1,000
4681	BROCHU	AURÉLY															1,000
726	BROCHU	CHARLES-ETIENNE															1,904
727	BROCHU	DANIEL															75,000
728	BROCHU	DANIEL															101,904
4682	BROCHU	DONALD															225,000
4683	BROCHU	FREDERIQUE															75,000







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	(K) Material Damage to Property	(L) Damages for Loss of Use of Property	(M) Other Damages	(N) Claim Other than Claim for Death of a Person or from Bodily Injuries	(O) Claim Other than Claim for Death of a Person or from Bodily Injuries	(P) Claim Other than Claim for Death of a Person or from Bodily Injuries			(Q) Claim Other than Claim for Death of a Person or from Bodily Injuries			
327	CHAMPAGNE	JOCELYNE															175,000	1,995
328	CHAMPAGNE	MARIE															100,000	3,194
329	CHAMPAGNE	MARIE-RENE															100,000	2,996
4059	CHAMPAGNE	MELANIE															81,580	2,795
323	CHAMPAGNE	RENEE															75,171	1,996
324	CHAMPAGNE	RICHARD															100,000	1,996
325	CHAMPAGNE	SAUMIELYN															100,000	3,594
326	CHAMPAGNE	TOMMY															102,000	3,194
328	CHAMPAGNE-MADORE	JOELLE															202,000	3,594
329	CHAMPAGNE	NATHALIE															100,000	1,996
331	CHAMPAGNE	ELIOT															100,000	2,795
332	CHAMPAGNE	FREDERIC															100,000	2,795
333	CHAMPAGNE	JUSTIN															100,000	2,795
334	CHAMPAGNE	JULIE															100,000	2,795
335	CHAMPAGNE	MICHEL															100,000	2,795
336	CHAMPAGNE	ROBERT															100,000	4,392
337	CHAMPAGNE	RYAN															102,000	4,392
338	CHAMPAGNE	CELINE															102,000	4,392
339	CHAMPAGNE	FRANCOIS															101,000	1,996
340	CHAMPAGNE	RENE															278,000	3,594
341	CHAMPAGNE	SANDRA															423,000	21,770
342	CHAMPAGNE	SYLVAIN															165,000	1,996
343	CHAMPAGNE	ANDRE															327,000	4,392
4067	CHAMPAGNE	CLARE															16,000	1,996
4068	CHAMPAGNE	MICHEL															75,000	2,396
344	CHAREST	ARMAND															75,000	2,396
345	CHAREST	DENIS															101,000	2,795
349	CHARLAND	ANDREE															375,000	5,989
351	CHARLAND	MARIE-FRANCE															107,000	2,795
352	CHARLAND	PATRICK															107,000	2,795
353	CHARLAND	PIERRE															101,000	1,896
354	CHARLAND	RECENT															101,000	1,896
357	CHARLAND FRASER	SANDRINE															100,000	1,896
360	CHARRIER	DANNY															375,000	1,896
358	CHARRIER	C-HANTAL															50,866	1,896
361	CHARRIER	DOMINIC															190,000	1,896
362	CHARRIER	EVE															177,000	1,896
363	CHARRIER	JACQUES															150,000	1,996
364	CHARRIER	LUCIE															187,100	2,795
365	CHARRIER	MANON															115,350	3,594
366	CHARRIER	MARCO															202,000	3,594
367	CHARRIER	MATTHEW															100,000	1,996
368	CHARRIER	NANCY															50,000	1,996
369	CHARRIER	NATHALIE															190,000	1,996
370	CHARRIER	PAUL															102,000	3,594
371	CHARRIER	FRANCOIS															101,000	2,795
372	CHARRIER	SCARLETT															206,500	1,996
373	CHARRIER	ANNIE															175,000	3,594
374	CHARRIER	GILLES															2,500,000	2,795
376																	2,500,000	-



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 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	Schedule 3b - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (H) Business Damages not Resulting from the Loss of Use of Property	(I) Other Damages	(J) Damages for Loss of Use of Property	(K) Damages to Property	(L) Damages for Loss of Use of Property	(M) Damages for Loss of Use of Property			(N) Other Damages			
922	CLOUTIER	JACINTHE															180,000	1,896
923	CLOUTIER	JEAN							1,000								100,000	10,000
4103	CLOUTIER	JEAN-FRANCOIS															75,000	3,524
4489	CLOUTIER	JEAN-FRANCOIS								7,000							82,000	4,392
924	CLOUTIER	JUDE															200,000	2,795
925	CLOUTIER	KARINE															100,000	2,795
4104	CLOUTIER	LILY															75,000	1,996
926	CLOUTIER	MARCO															100,000	2,795
927	CLOUTIER	MARCO-JOSEE															225,000	1,996
928	CLOUTIER	MELINA															100,000	2,795
929	CLOUTIER	MICHEL															100,000	1,996
930	CLOUTIER	MICHEL															100,000	2,795
931	CLOUTIER	MICHEL															100,000	2,795
932	CLOUTIER	RENE															100,000	1,996
933	CLOUTIER	SEBASTIEN															100,000	1,996
934	CLOUTIER	STRAS															100,000	2,795
935	CLOUTIER	THELSE															100,000	2,795
936	CLOUTIER	TRUDY															100,000	2,795
937	CLOUTIER	TRUDY															100,000	2,795
1840	CLOUTIER-ROUDIC	ANTOINETTE															100,000	2,795
942	CLOUTIER-GUERE	MARIE-LENE															100,000	2,795
943	CLOUTIER-GRENIER	CEDRIC															100,000	2,795
944	CLOUTIER-GRENIER	HENRY															100,000	2,795
945	CLOUTIER-GRENIER	REJEAN															100,000	2,795
4105	COLLARD	CLAUDIA	100,000														100,000	1,996
947	COMPAGNAT	BERNARD															100,000	1,996
948	COMPAGNAT	CATHERINE															100,000	1,996
949	COMPAGNAT	LINA															100,000	1,996
950	COMPAGNAT	LOUISE															100,000	1,996
951	COMPAGNAT	ROBERT															100,000	1,996
952	COMPAGNAT	LOUISE															100,000	1,996
953	COMPAGNAT	COMTOIS															100,000	1,996
954	COMPAGNAT	LEO															100,000	1,996
955	COMPAGNAT	THIERRY															100,000	1,996
956	COMPAGNAT	ANGELICA															100,000	1,996
957	COMPAGNAT	GABRIEL															100,000	1,996
958	COMPAGNAT	ISABELLE															100,000	1,996
959	COMPAGNAT	LIJANA															100,000	1,996
960	COMPAGNAT	MARIE-MAUDE															100,000	1,996
961	COMPAGNAT	RANCIY															100,000	1,996
962	COMPAGNAT	PAUL-ANNE															100,000	1,996
963	COMPAGNAT	ETIENNE															100,000	1,996
964	COMPAGNAT	MAYA															100,000	1,996
965	COMPAGNAT	MARLENE															100,000	1,996
966	COMPAGNAT	RYAN															100,000	1,996
967	COMPAGNAT	YVES															100,000	1,996
4107	CORREBEAU-PARADIS	XAVIER															100,000	1,996
4108	COTE	ANTOINETTE															100,000	1,996
4109	COTE	ANTOINETTE															100,000	1,996
968	COTE	ARMAND															100,000	1,996
969	COTE	BENJAMIN															100,000	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. (C) Economic and Medical Damages	Schedule 2b - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and Medical Damages	Schedule 2c - Claiming damages resulting from the death of a person or from bodily injuries. (G) Other Damages	(D) Damages for Loss of Use of Property	(F) Damages for Loss of Income	(H) Damages for Loss of Use of Property	(I) Business Damages Resulting from the Loss of Use of Property	(J) Other Damages	(K) Other Damages			(L) Damages for Loss of Use of Property		
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							1,000							219,000	3,694
1013	COUTURE	BROUD							456							219,000	3,694
1014	COUTURE	CANILLE							1,000							101,000	1,996
1015	COUTURE	CHARLES							1,000							101,000	1,996
1016	COUTURE	CHARLES							10,000							201,000	4,392
4117	COUTURE	CLAUDE														50,862	1,996
4118	COUTURE	CLAUDE														75,000	1,996
1018	COUTURE	DANIEL							662							176,100	2,396
1019	COUTURE	DENIS							3,100							125,000	26,162
1020	COUTURE	DIANE							7,000							184,500	4,392
1021	COUTURE	DIANE							1,000							101,000	3,694
1022	COUTURE	DOMINIC														101,000	1,996
1023	COUTURE	EMILIE							1,000							102,000	2,396
1024	COUTURE	ESTELLE							7,000							201,000	3,694
1025	COUTURE	ESTELLE														75,000	2,765
4116	COUTURE	FERNANDE														201,000	33,940
1026	COUTURE	FERNANDO							1,000							101,000	2,765
1027	COUTURE	FLORETTE							1,000							201,000	4,392
1028	COUTURE	GABRIEL							8,292							101,000	1,996
1029	COUTURE	GABRIELLE							1,000							101,000	1,996
1031	COUTURE	GASTON	375,000													375,000	8,385
1032	COUTURE	GERMAN							1,000							101,000	1,996
1033	COUTURE	GERMAN							1,000							101,000	1,996
1034	COUTURE	GUYLAINE														100,000	1,996
4124	COUTURE	GUYLAINE							4,000							100,000	1,996
1035	COUTURE	HUGUETTE														100,000	1,996
3966	COUTURE	JANE														100,000	1,996
1036	COUTURE	JASON														100,000	1,996
1037	COUTURE	JEANNINE														100,000	1,996
1038	COUTURE	JOCELYNE														100,000	1,996
1039	COUTURE	JORANE														100,000	1,996
1040	COUTURE	KATARINA														100,000	1,996
1041	COUTURE	LAURENCE														100,000	1,996
1042	COUTURE	LAURINE														100,000	1,996
4119	COUTURE	LINDA														100,000	1,996
1043	COUTURE	LISE														100,000	1,996
1044	COUTURE	LOUIS GERMAIN														100,000	1,996
1045	COUTURE	LOUIS GERMAIN														100,000	1,996
1046	COUTURE	MANSOUR														100,000	1,996
1048	COUTURE	MARSEILITE														100,000	1,996
1050	COUTURE	MARTELL														100,000	1,996
1051	COUTURE	MARTIN														100,000	1,996
4119	COUTURE	MARTIN														100,000	1,996
1052	COUTURE	MARYSE							600							100,600	4,392













Monreal, Maine & Atlantic Canada Co.  
Proof of Claims Filed in the CCAA - Represented by Class Reps

R/F #	Surname	Name	Amount Per Period of Claim Filed (Note 1)										Total	Total Damages Paid (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 3A - Claiming damages suffered by an individual, other than those resulting from the death of a person or from bodily injuries.	(A) Economic and (B) Other Damages	(C) Material Damages	(D) Damages for Loss of Property	(E) Damages for Loss of Income	(F) Other Damages	(G) Material Damages to Property			(H) Damages for Loss of Use of Property	(I) Business Damages	(J) Other Damages		
1313	DOUQUETTE	SYLVIO	5,000															15,000	1,995
1314	DOUQUETTE	VANESSA	10,000															20,000	4,392
1315	DOUQUETTE	YVES	5,000															20,000	1,995
1316	DOUQUETTE	RIYA																175,556	3,594
1317	DOUQUETTE	LISETTE																75,000	2,795
1318	DOUQUETTE	ANDRE																75,000	1,995
1319	DOUQUETTE	CAROLINE																100,000	1,995
1320	DOUQUETTE	CHARLAL																100,000	1,995
1321	DOUQUETTE	CHANTAL																100,000	1,995
1322	DOUQUETTE	FRANCOIS																100,000	1,995
1323	DOUQUETTE	GUY																100,000	1,995
1324	DOUQUETTE	JEAN-LUC																100,000	1,995
1325	DOUQUETTE	LOUISE																100,000	1,995
1326	DOUQUETTE	MARIO																100,000	1,995
1327	DOUQUETTE	PATRICK																100,000	1,995
1328	DOUQUETTE	ROBERT																100,000	1,995
1329	DOUQUETTE	SARAH																100,000	1,995
1330	DOUQUETTE	SEBASTIEN																100,000	1,995
1331	DOUQUETTE	YVES																100,000	1,995
1332	DOUQUETTE	ALEXANDRE																100,000	1,995
1333	DOUQUETTE	ISABELLE																100,000	1,995
1334	DOUQUETTE	JACQUELINE																100,000	1,995
1335	DOUQUETTE	JEAN-CLAUDE																100,000	1,995
1336	DOUQUETTE	LISA																100,000	1,995
1337	DOUQUETTE	MICHEL																100,000	1,995
1338	DOUQUETTE	SIMONNE																100,000	1,995
1339	DOUQUETTE	RACHID																100,000	1,995
1340	DOUQUETTE	YOLANDE																100,000	1,995
1341	DOUQUETTE	REAL																100,000	1,995
1342	DOUQUETTE	SUZANNE																100,000	1,995
1343	DOUQUETTE	MANON																100,000	1,995
1344	DOUQUETTE	ERIC																100,000	1,995
1345	DOUQUETTE	HENRI-PAUL																100,000	1,995
1346	DOUQUETTE	ROBIN																100,000	1,995
1347	DOUQUETTE	SARA																100,000	1,995
1348	DOUQUETTE	GAIA																100,000	1,995
1349	DOUQUETTE	HENRIK																100,000	1,995
1350	DOUQUETTE	MARC-RENE																100,000	1,995
1351	DOUQUETTE	LUCINE																100,000	1,995
1352	DOUQUETTE	DANIELLE																100,000	1,995
1353	DOUQUETTE	LEOPOLD																100,000	1,995
1354	DOUQUETTE	LUCY																100,000	1,995
1355	DOUQUETTE	SUZANNE																100,000	1,995
1356	DOUQUETTE	ALDANA																100,000	1,995
1357	DOUQUETTE	MERESA																100,000	1,995
1358	DOUQUETTE	MIRALEM																100,000	1,995
1359	DOUQUETTE	OSMAN																100,000	1,995
1360	DOUQUETTE	DANE																100,000	1,995





Montreal, 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 (Including P&A) (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 Natural Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else. (E) Economic and (F) Other Natural Damages	(G) Material Damages to Property	(H) Damages for Loss of Use of Property	(I) Damages for Loss of Use of Property	(J) Other Damages	(K) Usual Damages to Property	(L) Damages for Loss of Use of Property	(M) Business Damages or Loss of Use of Property			(N) Other Damages				
4156	FORTIN	JOCELYN															75,000	75,000	
4157	FORTIN	KAEEL																175,000	175,000
4158	FORTIN	KATHY RUCK																90,000	90,000
4159	FORTIN	LEOPOLD																100,000	100,000
4160	FORTIN	LINDA																35,000	35,000
4161	FORTIN	LUCIE																175,000	175,000
4162	FORTIN	MANNON																100,000	100,000
4163	FORTIN	MARC-ANTOINE																175,000	175,000
4164	FORTIN	MAREK																3,594	3,594
4165	FORTIN	MARIE-CLAUDE																175,000	175,000
4166	FORTIN	MARIUS																4,000	4,000
4167	FORTIN	MARTINE																4,000	4,000
4168	FORTIN	MEDERIC																4,000	4,000
4169	FORTIN	MICHEL																4,000	4,000
4170	FORTIN	NAUEL																1,800	1,800
4171	FORTIN	NATHALIE																1,000	1,000
4172	FORTIN	NICOLAS																600	600
4173	FORTIN	NOELLA																101,000	101,000
4174	FORTIN	PAULINE																100,000	100,000
4175	FORTIN	RAYMONDE																175,000	175,000
4176	FORTIN	ROLANDE																150,000	150,000
4177	FORTIN	ROLANDE																250,000	250,000
4178	FORTIN	SOLANGE																325,000	325,000
4179	FORTIN	STEVEN																100,000	100,000
4180	FORTIN	VALERIE																4,000	4,000
4181	FORTIN	YVAN																100,000	100,000
4182	FORTIN	ZACK																100,000	100,000
4183	FOUCHER	MARC																6,240	6,240
4184	FOURNIER	YVAN																1,800	1,800
4185	FOURNIER	SYLVIE																2,000	2,000
4186	FRANCOEUR	LUCIE																1,500	1,500
4187	FRANCOEUR	FRANCOISE																11,824	11,824
4188	FRANCOEUR	JEAN DOMINIQUE																100,000	100,000
4189	FRANK	JEAN MARC																1,000	1,000
4190	FRANK	SUION																100,000	100,000
4191	FRANK	SUZIE																100,000	100,000
4192	FRANKE	EMMANUELLE																75,000	75,000
4193	FRANKE	JACQUELINE																100,000	100,000
4194	FRANKE	MICHELLE																4,650	4,650
4195	FRANKE	SOPHIE																75,000	75,000
4196	FRANKE	GILLES																101,000	101,000
4197	FRANKE	GILLES																100,000	100,000
4198	FRANKE	ZOE																5,900	5,900
4199	GASBURY	KARNE																175,000	175,000
4200	GASBURY	ANDRE																1,175,000	1,175,000
4201	GASBURY	BOBBY																175,000	175,000
4202	GASBURY	DAVID																1,175,000	1,175,000
4203	GASBURY	DEBORAH																1,175,000	1,175,000
4204	GASBURY	JEAN MARC																100,000	100,000
4205	GASBURY	GILLES																500	500
4206	GASBURY	HENRI LOUIS																12,400	12,400
4207	GASBURY																	1,500	1,500
4208	GASBURY																	175,000	175,000

Montast, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

Row #	Surname	Name	Amount (or Proof of Claim) Filed (Note 1)										Total	Total Debtor Paid (Note 2)				
			Schedule 1 - Claims against resulting from the death of a person. (A) Environmental (B) Other Damages (C) Other Damages	Schedule 2A - Claims against resulting from bodily injury sustained by a person. (D) Economic and (E) Other Damages	Schedule 2B - Claims against resulting from bodily injury sustained by a person. (F) Economic and (G) Other Damages	Schedule 2C - Claims against resulting from bodily injury sustained by a person. (H) Economic and (I) Other Damages	Schedule 3A - Claims against resulting from the death of a person. (J) Material Damages to Property (K) Other Damages	Schedule 3B - Claims against resulting from the death of a person. (L) Material Damages to Property (M) Other Damages	Schedule 3C - Claims against resulting from the death of a person. (N) Material Damages to Property (O) Other Damages	Schedule 3D - Claims against resulting from the death of a person. (P) Material Damages to Property (Q) Other Damages	Schedule 3E - Claims against resulting from the death of a person. (R) Material Damages to Property (S) Other Damages	Schedule 3F - Claims against resulting from the death of a person. (T) Material Damages to Property (U) Other Damages			Schedule 3G - Claims against resulting from the death of a person. (V) Material Damages to Property (W) Other Damages			
1510	GABOURY	MARGHERITE															167,950	3,594
1511	GABOURY	MARIE															179,000	3,594
1512	GABOURY	MARYSE															101,000	4,392
1513	GABOURY	MICHEL															250,000	13,915
1514	GABOURY	NOEL															22,165	22,165
1515	GABOURY	STEVEN															1,029,800	55,719
1516	GABOURY	STEVIE															103,000	33,940
1517	GABOURY	WEBB															103,000	3,594
1518	GABOURY	ALAN															101,000	1,996
1519	GAGNE	ANIS															375,000	1,996
1520	GAGNE	CHARVAL															101,000	1,996
1521	GAGNE	DAVID															50,000	1,996
1522	GAGNE	LOUKA															101,000	1,996
1523	GAGNE	MICHELLE															101,000	1,996
1524	GAGNE	MICHELLE															101,000	1,996
1525	GAGNE	MARIE-PIER															101,000	1,996
1526	GAGNE	MATTHEU															101,000	1,996
1527	GAGNE	PHILIPPE															101,000	1,996
1528	GAGNE	STEPHANIE															50,000	1,996
1529	GAGNE	XAVIER															101,000	1,996
1530	GAGNE	XAVIER															101,000	2,396
1531	GAGNE	LOUISE															101,000	2,396
1532	GAGNE	LOUISE															75,000	2,795
1533	GAGNE	LILIANE															75,000	2,795
1534	GAGNE	ANGELINE															101,000	2,396
1535	GAGNE	JULIE															101,000	2,396
1536	GAGNE	ANGELINE															101,000	2,396
1537	GAGNE	ANGELINE															101,000	2,396
1538	GAGNE	ANGELINE															101,000	2,396
1539	GAGNE	ANGELINE															101,000	2,396
1540	GAGNE	ANGELINE															101,000	2,396
1541	GAGNE	ANGELINE															101,000	2,396
1542	GAGNE	ANGELINE															101,000	2,396
1543	GAGNE	ANGELINE															101,000	2,396
1544	GAGNE	ANGELINE															101,000	2,396
1545	GAGNE	ANGELINE															101,000	2,396
1546	GAGNE	ANGELINE															101,000	2,396
1547	GAGNE	ANGELINE															101,000	2,396
1548	GAGNE	ANGELINE															101,000	2,396
1549	GAGNE	ANGELINE															101,000	2,396
1550	GAGNE	ANGELINE															101,000	2,396
1551	GAGNE	ANGELINE															101,000	2,396
1552	GAGNE	ANGELINE															101,000	2,396
1553	GAGNE	ANGELINE															101,000	2,396
1554	GAGNE	ANGELINE															101,000	2,396
1555	GAGNE	ANGELINE															101,000	2,396
1556	GAGNE	ANGELINE															101,000	2,396
1557	GAGNE	ANGELINE															101,000	2,396
1558	GAGNE	ANGELINE															101,000	2,396
1559	GAGNE	ANGELINE															101,000	2,396
1560	GAGNE	ANGELINE															101,000	2,396
1561	GAGNE	ANGELINE															101,000	2,396
1562	GAGNE	ANGELINE															101,000	2,396
1563	GAGNE	ANGELINE															101,000	2,396
1564	GAGNE	ANGELINE															101,000	2,396
1565	GAGNE	ANGELINE															101,000	2,396
1566	GAGNE	ANGELINE															101,000	2,396
1567	GAGNE	ANGELINE															101,000	2,396
1568	GAGNE	ANGELINE															101,000	2,396
1569	GAGNE	ANGELINE															101,000	2,396
1570	GAGNE	ANGELINE															101,000	2,396
1571	GAGNE	ANGELINE															101,000	2,396
1572	GAGNE	ANGELINE															101,000	2,396
1573	GAGNE	ANGELINE															101,000	2,396
1574	GAGNE	ANGELINE															101,000	2,396
1575	GAGNE	ANGELINE															101,000	2,396
1576	GAGNE	ANGELINE															101,000	2,396
1577	GAGNE	ANGELINE															101,000	2,396
1578	GAGNE	ANGELINE															101,000	2,396
1579	GAGNE	ANGELINE															101,000	2,396
1580	GAGNE	ANGELINE															101,000	2,396
1581	GAGNE	ANGELINE															101,000	2,396
1582	GAGNE	ANGELINE															101,000	2,396
1583	GAGNE	ANGELINE															101,000	2,396
1584	GAGNE	ANGELINE															101,000	2,396
1585	GAGNE	ANGELINE															101,000	2,396
1586	GAGNE	ANGELINE															101,000	2,396
1587	GAGNE	ANGELINE															101,000	2,396
1588	GAGNE	ANGELINE															101,000	2,396
1589	GAGNE	ANGELINE															101,000	2,396
1590	GAGNE	ANGELINE															101,000	2,396
1591	GAGNE	ANGELINE															101,000	2,396
1592	GAGNE	ANGELINE															101,000	2,396
1593	GAGNE	ANGELINE															101,000	2,396
1594	GAGNE	ANGELINE															101,000	2,396
1595	GAGNE	ANGELINE															101,000	2,396
1596	GAGNE	ANGELINE															101,000	2,396
1597	GAGNE	ANGELINE															101,000	2,396
1598	GAGNE	ANGELINE															101,000	2,396
1599	GAGNE	ANGELINE															101,000	2,396
1600	GAGNE	ANGELINE															101,000	2,396
1601	GAGNE	ANGELINE															101,000	2,396
1602	GAGNE																	













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) (Rolls 1-10)		
			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 Third Parties								
1794	GRENIER	EMILIE	375,000												375,000	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													154,000	3,594
1806	GRENIER	LOUIS-DENIS													101,000	2,396
1807	GRENIER	LOUIS-DENIS													101,000	1,996
1808	GRENIER	LUCILLE													101,000	1,996
1809	GRENIER	MARIE-ETIENNE													101,000	1,996
1810	GRENIER	MARTIN													101,000	1,996
1811	GRENIER	MATIS													101,000	1,996
1812	GRENIER	MAURICE													101,000	1,996
1813	GRENIER	MAXIME													101,000	1,996
1814	GRENIER	NATHALIE													101,000	1,996
1815	GRENIER	NICOLAS													101,000	1,996
1816	GRENIER	NICOLAS													101,000	1,996
1817	GRENIER	OCCEANE													101,000	1,996
1818	GRENIER	PHILIPPE													101,000	1,996
1819	GRENIER	PIERRE													101,000	1,996
1820	GRENIER	PIERRE													101,000	1,996
1821	GRENIER	REAL													101,000	1,996
1822	GRENIER	ROSALIE													101,000	1,996
1823	GRENIER	SARAH MAUDE													101,000	1,996
1824	GRENIER	STEPHANE													101,000	1,996
1825	GRENIER	STEPHANE													101,000	1,996
1826	GRENIER	STEVEN													101,000	1,996
1827	GRENIER	STYLVE													101,000	1,996
1828	GRENIER	THOMAS													101,000	1,996
1829	GRENIER	TONY													101,000	1,996
1830	GRENIER	WILFRIED													101,000	1,996
1831	GRENIER	YANNICK													101,000	1,996
1832	GRENIER	YANNICK													101,000	1,996
1833	GRENIER	ZENIA													101,000	1,996
1834	GRENIER	BRENDAN													101,000	1,996
1835	GRENIER	CHRISTOPHER													101,000	1,996
1836	GRENIER	CHRISTOPHER													101,000	1,996
1837	GRENIER	CHRISTOPHER													101,000	1,996
1838	GRENIER	CHRISTOPHER													101,000	1,996
1839	GRENIER	CHRISTOPHER													101,000	1,996
1840	GRENIER	CHRISTOPHER													101,000	1,996
1841	GRENIER	CHRISTOPHER													101,000	1,996
1842	GRENIER	CHRISTOPHER													101,000	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 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 survivor, 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 Income (K) Other Damages	Schedule 3B - Claiming damages suffered by a survivor, other than those resulting from the death of a person or from bodily injuries (L) Business Damages (M) Loss of Use of Property (N) Other Damages	Schedule 7 (P) Loss of Other Damages as a Result of the July 6, 2013 Disaster (Q) Damages (Unawarded) (Scientific Claims) (R) Loss of Other Damages as a Result of the July 6, 2013 Disaster (Unawarded) (Wage Earners)	Total (Schedule 1 + Schedule 2A + Schedule 2B + Schedule 3A + Schedule 3B + Schedule 7)
1888	GUERIN	LUCILLE				175,000			175,000
1890	GUERIN	MAURICE				175,000			175,000
1891	GUERIN	SILVIE		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	MICHEL		1,000		100,000			101,000
1903	GUILEMETTE	PIER-LUC		3,000		100,000			103,000
1904	GUILEMETTE	YVES		1,000		100,000			101,000
1905	GUILEMETTE	MARIE		1,000		100,000			101,000
1906	GUILEMETTE	MARCOLOUER				10,000			10,000
1907	GUILEMETTE	SANDRINE				5,000			5,000
1908	GUILLON	VALERIE		25,000		51,000			76,000
4544	GUIMOND-DEMEERS	DAMIEN				75,000			75,000
1911	HAREL	MARYSE				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				100,000			100,000
1913	HALLE	GILLES				100,000			100,000
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	MARYSE		4,000		280			4,280
1917	HALLE	MAXIME				100,000			100,000
1919	HALLE	PATRICK				51,000			51,000
1920	HALLE	REJEANNE		4,000		100,000			104,000
1921	HALLE	SYRAH-HAUPE		1,000		75,000			76,000
1922	HALLE	ANNE-JULIE		1,000		100,000			101,000
1923	HALLE	HERVE		6,450		100,000			106,450
1924	HALLE	JEANNINE			500	230,000			230,500
1925	HALLE	LOUISETTE		1,000		100,000			101,000
1926	HALLE-CHARBONNEAU	JEANNE				100,000			100,000
1927	HALLE-ROY	MIGLANE		4,000		100,000			104,000
1928	HALLE-THERRIEN	JEANNE		1,000		100,000			101,000
1929	HAMANN	ADRIEL		1,000		100,000			101,000
1930	HAMANN	DANIEL		1,000		100,000			101,000
1931	HAMANN	EMILE		1,000		100,000			101,000
1932	HAMEL	ANNIT		1,000		100,000			101,000
1934	HAMEL	MARINE		1,000		100,000			101,000
1935	HAMEL	MICHEL		101,000		100,000			201,000
1936	HAMEL	STEPHANIE		6,000		200,000			206,000
1937	HAMEL	LEA				100,000			100,000
1938	HARDIS	CANDY				100,000			100,000
1940	HEBERT	BENOIT				175,000			175,000





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 by yourself or by your dependants.	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else.	Schedule 2C - Claiming damages resulting from economic and material damages.	Schedule 2D - Claiming damages resulting from economic and material damages.	Schedule 2E - Claiming damages resulting from economic and material damages.	Schedule 2F - Claiming damages resulting from economic and material damages.	Schedule 2G - Claiming damages resulting from economic and material damages.	Schedule 2H - Claiming damages resulting from economic and material damages.	Schedule 2I - Claiming damages resulting from economic and material damages.			Schedule 2J - Claiming damages resulting from economic and material damages.		
1988	ISABEL	MARTIAL														10,000	3,594
4222	ISABEL	MAXIME														75,000	3,594
4223	ISABEL	NICOLAS														75,000	3,594
1989	ISABEL	NORMAND														100,000	3,594
1990	ISABEL	RICHARD														100,000	3,594
1991	ISABEL	SILVAIN														100,000	3,594
4224	ISABEL	STYVE														100,000	3,594
1992	ISABEL	TRISTAN														100,000	3,594
1993	ISABEL	VINCENT														100,000	3,594
1994	ISABEL	VILLIUM														100,000	3,594
1995	ISABEL	YVES														100,000	3,594
1996	ISABELLE	FLORETTE														100,000	3,594
4225	ISABELLE	MERIE														100,000	3,594
1998	ISABELLE	KIVA														100,000	3,594
1999	ISABELLE	LEONOLD														100,000	3,594
2000	ISABELLE	NICOLE														100,000	3,594
4226	ISABELLE	REJEAN														100,000	3,594
4227	ISABELLE	HELENETTE														100,000	3,594
2001	JACQUES	ALAIN														100,000	3,594
2002	JACQUES	ALEXANDRE														100,000	3,594
4228	JACQUES	ANDELLE														100,000	3,594
2003	JACQUES	ANDRE														100,000	3,594
2004	JACQUES	ANNONCIADIE														100,000	3,594
2005	JACQUES	CHRISTIAN														100,000	3,594
2006	JACQUES	CLEMANCE														100,000	3,594
2007	JACQUES	COLETTE														100,000	3,594
2008	JACQUES	FREDERIC														100,000	3,594
2009	JACQUES	GINETTE														100,000	3,594
2010	JACQUES	JEAN-CLAUDE														100,000	3,594
2011	JACQUES	JESSICA														100,000	3,594
2012	JACQUES	KATHERINE														100,000	3,594
2013	JACQUES	JESSICA														100,000	3,594
2014	JACQUES	JOCELYNE														100,000	3,594
2015	JACQUES	KATHERINE														100,000	3,594
2016	JACQUES	KELLY														100,000	3,594
2017	JACQUES	KEVEN														100,000	3,594
2018	JACQUES	MARCO														100,000	3,594
2019	JACQUES	MAXIME														100,000	3,594
2020	JACQUES	MICHEL														100,000	3,594
2021	JACQUES	MICHELME														100,000	3,594
2022	JACQUES	NANCY														100,000	3,594
2023	JACQUES	CECILIE														100,000	3,594
2024	JACQUES	PHILIPPE														100,000	3,594
2025	JACQUES	RICHARD														100,000	3,594
2026	JACQUES	SABRINA														100,000	3,594
4229	JACQUES	SAMUEL														100,000	3,594
2028	JACQUES	SERGE														100,000	3,594
2029	JACQUES	STEPHAN														100,000	3,594
2030	JACQUES	YVES														100,000	3,594
2031	JACQUES	YVES														100,000	3,594
4230	JACQUES	SUCCESSION DE SIMONE	375,000													100,000	3,594
4231	JACQUES	LELIE														100,000	3,594
4232	JACQUES	LELIE														100,000	3,594
4233	JACQUES	LELIE														100,000	3,594
4234	JACQUES	JANUPOVIC														100,000	3,594







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	1,996	
2183	LACROIX ST-PIERRE	GABRIELLE							110,000									110,000	1,996
2184	LACROIX-COUTURE	LOUISE							100,000									100,000	4,392
4246	LAFAMME	AMELIE						1,000	75,000									76,000	1,996
2185	LAFAMME	CHARLOTTE							100,000									100,000	2,955
2186	LAFAMME	DANNE						2,000	175,000									177,000	2,795
2187	LAFAMME	EDITH						200	110,000									110,200	1,996
2188	LAFAMME	ELY						1,000	100,000									101,000	1,996
2189	LAFAMME	FRANCE							175,000									175,000	1,996
2190	LAFAMME	GRISSIAN						10,000	75,000									85,000	1,996
2191	LAFAMME	JACQUES						2,000	75,000									77,000	1,996
2192	LAFAMME	JOHANNE						7,150	100,000									107,150	1,996
2193	LAFAMME	JUDITH						4,750	100,000									104,750	1,996
2194	LAFAMME	JULIE						1,000	100,000									101,000	1,996
2195	LAFAMME	SEBASTIEN						1,000	100,000									101,000	1,996
2196	LAFAMME	VOLETTE						1,000	100,000									101,000	1,996
2197	LAFELIER	DEMS						1,000	275,000									276,000	1,996
2198	LAFONTAINE	AGATHE						1,000	100,000									101,000	1,996
2199	LAFONTAINE	ALAIN							85,000									85,000	1,996
2200	LAFONTAINE	DENISE							425,000									425,000	1,996
2201	LAFONTAINE	ESTELLE						1,000	100,000									101,000	1,996
2202	LAFONTAINE	FRANCOISE						6,000	300,000									306,000	2,795
2203	LAFONTAINE	JACOB						7,000	110,000									117,000	1,996
4247	LAFONTAINE	JEREMY							75,000									75,000	1,996
2204	LAFONTAINE	JOCYANE						10,000	100,000									110,000	1,996
2205	LAFONTAINE	LOUISE						40,000	675,000									715,000	1,996
2206	LAFONTAINE	MARGUERITE							225,000									225,000	1,996
2207	LAFONTAINE	MARLETTE							75,000									75,000	1,996
2208	LAFONTAINE	MARTIN							675,000									675,000	1,996
2209	LAFONTAINE	MONA							170,000									170,000	1,996
2210	LAFONTAINE	MICHEL						11,950	150,000									161,950	4,392
2211	LAFONTAINE	MONA						13,350	150,000									163,350	4,392
2212	LAFONTAINE	NL						2,400	151,000									153,400	3,594
2213	LAFONTAINE	PIERRE							151,000									151,000	1,996
2214	LAFONTAINE	RAYMOND							110,000									110,000	1,996
2215	LAFONTAINE	WILLIAM						7,000	100,000									107,000	1,996
2216	LAFONTAINE	AUELIE						1,000	100,000									101,000	1,996
2217	LAFONTAINE	ARIANNE						1,000	100,000									101,000	1,996
2218	LAFONTAINE	MELISSA							175,000									175,000	1,996
2219	LAFONTAINE	MAURILENE						1,578	300,000									301,578	1,996
2220	LAFONTAINE	AUDREY							300,000									300,000	1,996
2221	LAFONTAINE	EMILIE						26,380	290,000									316,380	1,996
2222	LAFONTAINE	PATRICE							290,000									290,000	1,996
2223	LAFONTAINE	THOMAS							300,000									300,000	1,996
2224	LAFONTAINE	JACQUES							175,000									175,000	1,996
2225	LAFONTAINE	NATALIE							175,000									175,000	1,996
2226	LAFONTAINE	LOUISE						1,000	100,000									101,000	1,996
2227	LAFONTAINE	ALICE							100,000									100,000	1,996
2228	LAFONTAINE	FREDERIC							100,000									100,000	1,996
2229	LAFONTAINE	JEAN							100,000									100,000	1,996
2230	LAFONTAINE	SOPHIE							100,000									100,000	1,996
2231	LAFONTAINE	ALEXANDRA							75,000									75,000	1,996
2232	LAFONTAINE								75,000									75,000	1,996
2233	LAFONTAINE								75,000									75,000	1,996
2234	LAFONTAINE								75,000									75,000	1,996
2235	LAFONTAINE								75,000									75,000	1,996
2236	LAFONTAINE								75,000									75,000	1,996
2237	LAFONTAINE								75,000									75,000	1,996
2238	LAFONTAINE								75,000									75,000	1,996
2239	LAFONTAINE								75,000									75,000	1,996
2240	LAFONTAINE								75,000									75,000	1,996
4248	LAFONTAINE								75,000									75,000	1,996

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 (Estimated) 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	(K) Medical Damages to Property	(L) Damages for Loss of Income	(M) Damages for Loss of Use of Property	(N) Economic Damages to Property	(O) Damages for Loss of Use of Property	(P) Other Damages			(Q) Other Damages				
2241	LAJEUNESSE	GUY	375,000														375,000	7,695	
4269	LAIBERTE	EDITH																75,000	1,999
4280	LAIBERTE	ELI																75,000	1,999
4281	LAIBERTE	ENRICK																75,000	1,999
4284	LAIBERTE	GRISAK																75,000	1,999
4285	LAIBERTE	JEAN-FRANCOIS																169,346	4,332
4286	LAIBERTE	MARIE																290,000	45,536
2246	LAIBERT	MAURICE																76,887	1,996
2247	LAIBERT	DIANE																102,000	1,996
2248	LAIBERT	MARY																175,000	1,996
2249	LAIBERT	NOELIE																500	1,996
2250	LAIBERT	THELERSE																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	KARINE																75,000	3,594
2253	LANDRY	LEODOR																202,000	2,795
2254	LANDRY	PAUL-EMILE																128,000	3,594
2255	LANDRY	SUZANNE	375,000															375,000	-
2256	LANGOIN	ALAIN																1,000	1,996
4283	LANGOIN	DANIELLE																101,000	2,396
2257	LANGOIS	ANTHONY																110,000	45,536
2258	LANGOIS	CAROLINE																101,000	3,594
2259	LANGOIS	DIANE																162,002	47,133
2260	LANGOIS	EDITH																228,200	2,795
2261	LANGOIS	EMILIE																425,000	1,996
2262	LANGOIS	EUGENE																101,000	3,594
2263	LANGOIS	JOSSEE																101,000	3,594
2264	LANGOIS	LIANE																106,523	1,996
2265	LANGOIS	PAUL																75,000	1,996
4284	LANGOIS	ROLAND																106,523	2,795
2266	LANGOIS	ROSS-ANGE																102,000	2,795
2267	LANGOIS	SAMUEL																100,000	1,996
2268	LAFFERRIERE	SUZANNE																100,000	1,996
2269	LAFFERRIERE	ALEX																51,100	3,594
2270	LAFFERRIERE	ALEXANDRE																100,000	1,996
4285	LAFFERRIERE	ALEXANDRE																101,000	3,594
2271	LAFFERRIERE	ANTOINE																76,000	1,996
2272	LAFFERRIERE	BRIGITTE																1,300	1,996
2273	LAFFERRIERE	BRIANO																180,230	3,594
2274	LAFFERRIERE	CAMILLE																101,000	3,594
2275	LAFFERRIERE	CLAUDE																101,000	3,594
2277	LAFFERRIERE	DIANE																102,000	2,399
2278	LAFFERRIERE	FRANCOIS	2,500,000															2,500,000	1,996
2279	LAFFERRIERE	GUILLAUME	2,300,000															2,300,000	1,996
2281	LAFFERRIERE	HUGUES																101,000	1,996
2282	LAFFERRIERE	JEAN-FRANCOIS																181,000	3,594
2283	LAFFERRIERE	JEAN-FRANCOIS	375,000															574,000	1,996
4286	LAFFERRIERE	JEAN-FRANCOIS																75,000	1,996
2284	LAFFERRIERE	LOUISETTE																101,000	3,594







Montréal, Maine & Atlantic Canada Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Reps

File #	Surname	Name	Amount Per Parcel of Claim Fied (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 the death of a person or from bodily injuries suffered by 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.	
2380	LAVIGNE	PIERRE														1,995
2381	LAVIGNE	YVES														46,334
2382	LAVIGNE	MARIE-CLAUDE														1,995
2383	LAVOIE	MARIE-CLODÉE														1,995
2384	LAVOIE	MONIQUE														4,392
2385	LAVOIE	PIERRE														3,594
2386	LEBOUR	SUZANNE														1,995
2387	LEBEL	ANTHONY														3,594
2388	LEBEL	CHRISTOPHER														3,594
2389	LEBIAN	CHRISTINE														3,594
2390	LEBIAN	JACQUES														3,594
2391	LEBIAN	JEAN														1,995
2392	LEBIAN	LOUISE														1,995
2393	LEBIAN	RENE														3,594
2394	LEBIAN	ROBERTE														3,594
2395	LEBIAN	GILBERT														1,995
2396	LEBIAN	JULIEN														1,995
2397	LEBOURNEBOLLANGER	ALEXANDRE														47,832
2400	LEBRUN	CONRAD														1,995
2401	LEBRUN	DENISE														1,995
2402	LEBRUN	RAYMONDE														4,392
2403	LECLERC	CYNTHIA														3,594
2404	LECLERC	GEORGES														3,594
2405	LECLERC	LINE														47,832
2406	LECLERC	MARC-ANDRÉ														1,995
2407	LECLERC	MARCEL														3,594
2408	LECLERC	MARTINE														1,995
2409	LECLERC	SYLVAIN														3,594
2410	LECLERC	ANDRÉ														1,995
2411	LECLERC	SHIRLEY														1,995
2412	LECLERC (PELOCHAT)	CAROLE														1,995
2413	LECOURS	DANNY														1,995
2414	LECOURS	MARC-OLIVIER														1,995
2415	LECOURS	SUNSHINE														1,995
2416	LECOURS	MARC														1,995
2417	LECOURS	NATHALIE														1,995
2418	LECOURS	ALINE														1,995
2419	LECOURS	JACOB														1,995
2420	LECOURS	JOCELYNE														1,995
2421	LECOURS	JEAN-PIERRE														1,995
2422	LECOURS	JEANNE														1,995
2423	LECOURS	SVEN														1,995
2424	LECOURS	VICTOR														1,995
2425	LECOURS	JEAN-GUY														1,995
2426	LECOURS	MARTINE														1,995
2427	LECOURS	MELVINA														1,995
2428	LECOURS															1,995
2429	LECOURS															1,995
2430	LECOURS															1,995
2431	LECOURS															1,995

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			
2432	LEMAU	STEVE											4,392
2433	LEMELIN	CLEMENT											2,785
2434	LEMELIN	ELOISE											20,000
2435	LEMELIN	MARC											50,000
2436	LEMEDX	ANDRE											75,000
2437	LEMEDX	ANNICK											4,392
2438	LEMEDX	CECILE											50,000
2439	LEMEDX	DANIEL											10,000
2440	LEMEDX	FRANCOISE											194,100
2441	LEMEDX	HELENE											3,594
2442	LEMEDX	JOSÉE											1,000
2443	LEMEDX	KARINE											75,000
2444	LEMEDX	LUCIE											10,000
2445	LEMEDX	MARIE-CLAUDE											10,000
2446	LEMEDX	MICHELLE											25,363
2447	LEMEDX	ROBIN											2,785
2448	LEMEDX	SIMON											4,392
2449	LEMEDX	THERESE											1,896
2450	LEMEDX	YOVILLE											10,000
2451	LEMEDX	CORALIE											200,000
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	ANN											10,000
2481	LEPINE	ANN											10,000
2482	LEPINE	ANN											10,000
2483	LEPINE	ANN											10,000
2484	LEPINE	ANN											10,000
2485	LEPINE	ANN											10,000
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2497	LEPINE	ANN											10,000
2498	LEPINE	ANN											10,000
2499	LEPINE	ANN											10,000
2500	LEPINE	ANN											10,000
2501	LEPINE	ANN											10,000
2502	LEPINE	ANN											10,000
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2531	LEPINE	ANN											10,000
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2538	LEPINE	ANN											10,000
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2542	LEPINE	ANN											10,000
2543	LEPINE	ANN											10,000
2544	LEPINE	ANN											10,000
2545	LEPINE	ANN											10,000
2546	LEPINE	ANN											10,000
2547	LEPINE	ANN											10,000
2548	LEPINE	ANN											10,000
2549	LEPINE	ANN											10,000
2550	LEPINE	ANN											10,000
2551	LEPINE	ANN											10,000
2552	LEPINE	ANN											10,000
2553	LEPINE	ANN											10,000
2554	LEPINE	ANN											10,000
2555	LEPINE	ANN											10,000
2556	LEPINE	ANN											











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



Montreal, Maine & 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 Dividend Paid (Note 2)				
			Schedule 1 - Claiming damages resulting from the death of a person. (A) Economic and (B) Other Damages to 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 Medical Damages	Schedule 3A - Claiming damages 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	(J) Business Damages not Resulting from the Loss of Use of Property	(K) Other Damages	(L) Other Damages	(M) Damages for Loss of Use of Property			(N) Other Damages			
2747	MORIN	OLIVIER															225,000	1,996
2748	MORIN	PATRICK															190,000	2,795
2749	MORIN	PIERRE															190,000	1,996
4324	MORIN	PIERRETTE															75,000	4,382
2750	MORIN	RAYMONDE B.															100,000	3,994
4325	MORIN	REBEKA															75,000	1,996
2751	MORIN	REMI															100,000	2,386
4326	MORIN	ROBERT															75,000	1,996
2752	MORIN	ROCH															100,000	3,994
2753	MORIN	SERGE															100,000	1,996
2754	MORIN	STEPHANE															175,000	1,996
2755	MORIN	STEPHANE															50,000	1,996
2756	MORIN	VINCENT															175,000	43,528
2757	MORIN	VINCENT															175,000	4,392
2758	MORIN	VINCENT															182,200	1,996
2759	MORIN	WILLIAM															225,000	1,996
2760	MORIN	WILLIAM															154,425	3,564
2761	MORIN	YANNICK															175,000	3,564
2762	MORIN	YVON															175,000	1,996
2763	MORIN ROY	CARMEN															375,000	-
2764	MORIN	JEANNE															100,000	1,996
2765	MORIN	GORDON JAMES															100,000	1,996
2766	MORIN	JEANNE															50,000	58,840
2767	MORIN	RENE															250,000	26,162
2768	MORIN	BRIGITTE															100,000	1,996
2769	MORIN	DOROTHY															175,000	3,594
2770	MORIN	DAMIR															340,000	3,594
2771	MORIN	JASMINA															349,100	3,594
2772	MORIN	SANELA															100,000	3,594
2773	MORIN	CARMEN															100,000	4,392
2774	MORIN	BENJAMIN															133,000	1,996
2775	MORIN	CAROLE															100,000	4,392
2776	MORIN	CAROLE															100,000	1,996
2777	MORIN	CAROLINE															175,000	1,996
4327	MORIN	CATHERINE															100,000	3,594
4328	MORIN	CLAIRE															100,000	1,996
2778	MORIN	DENISE															75,000	2,386
2779	MORIN	ELODIE															50,000	1,996
2780	MORIN	FRANCE															40,000	1,996
2781	MORIN	GERVAISE															75,000	4,392
2782	MORIN	GUY															275,000	1,996
2783	MORIN	ISABELLE															100,000	1,996
2784	MORIN	JEAN MARIE															250,000	24,955
2785	MORIN	JEAN PAUL															100,000	4,392
2786	MORIN	JEROME															110,000	1,996
2787	MORIN	JOSEF															125,000	1,996
4329	MORIN	JULIEN															100,000	3,194
4330	MORIN	LAURENCE															100,000	-
2788	MORIN	LEAURE															100,000	1,996
2789	MORIN	LES															100,000	2,795
2790	MORIN	LOUIS															100,000	30,940
4331	MORIN	LOUIS															100,000	-











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 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 Business Property, (J) Business Damages resulting from loss of use of property, (K) Other Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property	(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of Property			(R) Other Damages for Loss of Use of Business Property, (S) Damages for Loss of Use of 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							175,000					185,000	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	LAUREN								100,000					100,000	1,996
3042	POIRER	LAYLA					5,100			75,000					80,100	3,795
3043	POIRER	LEITE								100,000					100,000	3,684
3044	POIRER	LISE								160,000					160,000	1,996
3045	POIRER	LOURANE								50,000					50,000	1,996
3046	POIRER	LOUISE					13,850	450		101,050					115,350	4,392
3047	POIRER	MARTINE					1,000			100,000					101,000	1,996
3048	POIRER	MONIQUE						1,000		100,000					101,000	2,395
3049	POIRER	NATHALIE					400	10,240		225,600					231,240	3,684
3050	POIRER	NATHALIE								75,000					75,000	1,996
3051	POIRER	PIERRE					1,000			100,000					101,000	1,996
3052	POIRER	PIERRETTE								225,000					225,000	1,996
3053	POIRER	RAYMONDE					4,120			175,000					179,120	3,684
3054	POIRER	RICHARD								75,000					75,000	55,709
3055	POIRER	STEPHANE								100,000					100,000	1,996
3056	POIRER	THERESE								100,000					100,000	1,996
3057	POIRER	VERONIQUE					100,000	1,000		100,000					199,000	45,535
3058	POIRER	VINCENT								100,000					100,000	2,395
3059	POIRER	YVES					1,000			100,000					101,000	1,996
3060	POIRER	YVON					12,000	7,000		100,000					200,000	1,996
3061	POISSANT	MARIE-SOLEIL					1,000			100,000					101,000	1,996
3062	POISSON	AMABELLE								173,000					173,000	2,795
3063	POISSON	CHRISTINE								125,000					125,000	1,996
3064	POISSON	DENIS					26,700			166,000					192,700	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	YVES								100,000					100,000	1,996
3072	POISSON	YVON								100,000					100,000	1,996
3073	POISSON	AMABELLE					2,000			125,000					127,000	2,795
3074	POISSON	CHRISTINE								100,000					100,000	1,996
3075	POISSON	DENIS								100,000					100,000	1,996
3076	POISSON	JACQUES								100,000					100,000	1,996
3077	POISSON	LILIANNE								100,000					100,000	1,996
3078	POISSON	MARINETTE C								100,000					100,000	1,996
3079	POISSON	PIERRE-LUC								100,000					100,000	1,996
3080	POISSON	SOPHIE								100,000					100,000	1,996
3081	POISSON	VINCENT								100,000					100,000	1,996
3082	POISSON	YVES								100,000					100,000	1,996
3083	POISSON	YVON								100,000					100,000	1,996
3084	POISSON	AMABELLE								100,000					100,000	1,996
3085	POISSON	CHRISTINE								100,000					100,000	1,996
3086	POISSON	DENIS								100,000					100,000	1,996
3087	POISSON	JACQUES								100,000					100,000	1,996
3088	POISSON	LILIANNE								100,000					100,000	1,996
3089	POISSON	MARINETTE C								100,000					100,000	1,996
3090	POISSON	PIERRE-LUC								100,000					100,000	1,996
3091	POISSON	SOPHIE								100,000					100,000	1,996
3092	POISSON	VINCENT								100,000					100,000	1,996
3093	POISSON	YVES								100,000					100,000	1,996
3094	POISSON	YVON								100,000					100,000	1,996
3095	POISSON	AMABELLE								100,000					100,000	1,996
3096	POISSON	CHRISTINE								100,000					100,000	1,996
3097	POISSON	DENIS								100,000					100,000	1,996
3098	POISSON	JACQUES								100,000					100,000	1,996
3099	POISSON	LILIANNE								100,000					100,000	1,996
3100	POISSON	MARINETTE C								100,000					100,000	1,996
3101	POISSON	PIERRE-LUC								100,000					100,000	1,996
3102	POISSON	SOPHIE								100,000					100,000	1,996
3103	POISSON	VINCENT								100,000					100,000	1,996
3104	POISSON	YVES								100,000					100,000	1,996
3105	POISSON	YVON								100,000					100,000	1,996
3106	POISSON	AMABELLE								100,000					100,000	1,996
3107	POISSON	CHRISTINE								100,000					100,000	1,996
3108	POISSON	DENIS								100,000					100,000	1,996
3109	POISSON	JACQUES								100,000					100,000	1,996
3110	POISSON	LILIANNE								100,000					100,000	1,996
3111	POISSON	MARINETTE C								100,000					100,000	1,996
3112	POISSON	PIERRE-LUC								100,000					100,000	1,996
3113	POISSON	SOPHIE								100,000					100,000	1,996
3114	POISSON	VINCENT								100,000					100,000	1,996
3115	POISSON	YVES								100,000					100,000	1,996
3116	POISSON	YVON								100,000					100,000	1,996
3117	POISSON	AMABELLE								100,000					100,000	1,996
3118	POISSON	CHRISTINE								100,000					100,000	1,996
3119	POISSON	DENIS								100,000					100,000	1,996
3120	POISSON	JACQUES								100,000					100,000	1,996
3121	POISSON	LILIANNE								100,000					100,000	1,996
3122	POISSON	MARINETTE C								100,000					1	

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 Proven Claim (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 Material Damages	Schedule 2B - Claiming damages resulting from bodily injuries suffered by someone else (E) Economic and Material Damages	(D) Other Damages	Schedule 3A - Claiming damages suffered by an individual other than those resulting from the death of a person or from bodily injuries (F) Damages for Loss of Income, (G) Injurious 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	(M) Damages for Loss of Use of Property	(N) Other Damages			(O) Other Damages		
3077	POPARA	DANINA														14,500	1,996
3078	POPARA	MARCO					20,800	15,600								225,000	45,536
3079	POPARA	MARCO														100,000	1,996
3080	POPARA	MIRJANA						1,716								200,000	1,996
3081	POULIN	ALINE						3,711								100,000	1,996
3082	POULIN	ANDRE						5,100								100,000	1,996
3084	POULIN	CLAUDE						10,000								100,000	1,996
3085	POULIN	DANIEL						2,000								100,000	1,996
3086	POULIN	DANIELLE						2,000								100,000	1,996
3088	POULIN	COUSIN						4,225								175,000	1,996
3089	POULIN	FELIX														288,000	1,996
3090	POULIN	FELIX														75,000	1,996
3091	POULIN	GENEVIÈVE														75,000	1,996
3092	POULIN	JACQUETTE														100,000	1,996
3093	POULIN	JEAN-FRANÇOIS														100,000	1,996
3094	POULIN	JEAN-PIERRE														100,000	1,996
3095	POULIN	JIMMY														100,000	1,996
3096	POULIN	LAUREAT														175,000	1,996
3097	POULIN	LAURENCE														200,000	1,996
3098	POULIN	LEO-POL														100,000	1,996
3099	POULIN	LYNE														150,000	1,996
3100	POULIN	MADELEINE														100,000	1,996
3101	POULIN	MARIE														175,000	1,996
3102	POULIN	OLIVIER														110,000	1,996
3103	POULIN	PIERRE														110,000	1,996
3104	POULIN	PIERRE														475,000	1,996
3105	POULIN	PIERRE														52,000	1,996
3106	POULIN	PIERRE-MARC														100,000	1,996
3107	POULIN	RAYMONDE														100,000	1,996
3108	POULIN	RENAUD														100,000	1,996
3109	POULIN	RENE														375,000	1,996
3110	POULIN	ROCH														75,000	1,996
3111	POULIN	SEBASTIEN														75,000	1,996
3112	POULIN	SUZANNE														175,250	1,996
3113	POULIN	SUZANNE														100,000	1,996
3114	POULIN	FERNANDE														100,000	1,996
3115	POULIN	LAURETTE														100,000	1,996
3116	POULIN	NANA														100,000	1,996
3117	POULIN	ALEXANDRE														100,000	1,996
3118	POULIN	ANDRÉE-ANN														100,000	1,996
3119	POULIN	CLAIRE														100,000	1,996
3120	POULIN	CLAUDE														100,000	1,996
3121	POULIN	DANIE														100,000	1,996
3122	POULIN	MARIO														100,000	1,996
3123	POULIN	MARTIN														100,000	1,996
3124	POULIN	MICHEL														100,000	1,996
3125	POULIN	ROBERT														100,000	1,996
3126	POULIN	ROBERT														100,000	1,996
3127	POULIN	STEPHANE														100,000	1,996
3128	POULIN	CHRISTINE														100,000	1,996
3129	PROSSERI	REGINE														100,000	1,996
3130	PROSSERI	PROTEAU														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	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 (L) Other Damages	Schedule 3 - Claiming damages suffered by a business, other than those resulting from the death of a person or from bodily injuries. (M) Damages for Loss of Use of Property (N) Damages for Loss of Use of Income (O) Other Damages	Schedule 4 - 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															10,000	4,382
3133	PROTEAU	MARCOLENE															10,000	3,594
3134	PROTEAU	MARLENE															225,000	1,986
3136	PROTEAU	SEBASTIEN															10,000	2,795
3137	PROTEAU	STYVO															225,000	1,986
3139	PROULX	ALICA	10,000														10,000	4,382
3140	PROULX	JEAN-FRANCOIS															225,000	1,986
3141	PROULX	MARIEA	10,000														10,000	1,986
3142	PROVOUST	NATHALIE															10,000	1,986
3143	PROVOUST	SONYA															10,000	1,986
3144	PRUNEAU	GERVAISE															10,000	1,986
3145	QUINTAL	RENE															10,000	1,986
3146	QUINTAL	BENoit															10,000	1,986
3147	QUIRON	BENoit															10,000	1,986
3148	QUIRON	CALEN															10,000	1,986
4638	QUIRON	CATHERINE															10,000	1,986
3149	QUIRON	CANDY															10,000	1,986
3150	QUIRON	DIANE															10,000	1,986
4366	QUIRON	ELIE															10,000	1,986
3151	QUIRON	ELodie															10,000	1,986
3152	QUIRON	FRANCIS															10,000	1,986
4367	QUIRON	FREDERIC															10,000	1,986
3153	QUIRON	GABRIELLE															10,000	1,986
4537	QUIRON	GENEVIÈVE															10,000	1,986
3154	QUIRON	JACQUES															10,000	1,986
3155	QUIRON	JEAN-LUC															10,000	1,986
3156	QUIRON	JEAN-MARIE															10,000	1,986
4368	QUIRON	JESSICA															10,000	1,986
3157	QUIRON	JESSIE															10,000	1,986
3158	QUIRON	JOCELYN															10,000	1,986
3175	QUIRON	KARINE															10,000	1,986
3159	QUIRON	LAURENT															10,000	1,986
3160	QUIRON	LOURDETTE															10,000	1,986
4369	QUIRON	LUC															10,000	1,986
3161	QUIRON	MARCELENE															10,000	1,986
3162	QUIRON	MARIE-CLAIRE															10,000	1,986
3163	QUIRON	MARTIN															10,000	1,986
3164	QUIRON	MAYSEN															10,000	1,986
3165	QUIRON	MELANIE															10,000	1,986
3166	QUIRON	NANCY															10,000	1,986
3167	QUIRON	NANCY															10,000	1,986
3168	QUIRON	RENAUD															10,000	1,986
3169	QUIRON	ROBERT															10,000	1,986
3170	QUIRON	ROSA															10,000	1,986
3171	QUIRON	STEPHANE															10,000	1,986
3172	QUIRON	VERONIQUE															10,000	1,986
3173	QUIRON	VERONIQUE															10,000	1,986
3174	QUIRON-COTE	NICKOLAS															10,000	1,986
3175	RABY	ZAKARY-ALEXANDRE															10,000	1,986
3177	RACHID	ERRABHI															10,000	1,986



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	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 listed 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			(G) Economic and Material Damages	(H) Other Damages		
3226	RICHARD	ANDRE															425,000	1,996
3227	RICHARD	BENEDICT															101,000	1,996
3228	RICHARD	CATHERINE															101,000	1,996
3229	RICHARD	CELINE															101,000	1,996
3230	RICHARD	CHANTAL															173,830	24,555
3231	RICHARD	CHLOE															101,000	1,996
3232	RICHARD	CHRISTINA															101,000	1,996
3233	RICHARD	CHRISTOPHE															201,000	4,392
3234	RICHARD	CLAUDIE															75,000	3,594
3235	RICHARD	CLAUDE															100,000	1,996
3236	RICHARD	DANY															201,869	1,996
3237	RICHARD	ERIC															226,000	2,795
3238	RICHARD	FAY															75,000	1,996
3239	RICHARD	FRANCOISE															134,200	3,594
3240	RICHARD	JEREMY															75,000	1,996
3241	RICHARD	JULIE															75,000	1,996
3242	RICHARD	LAURETTE															101,000	1,996
3243	RICHARD	LEO PAUL															128,350	2,795
3244	RICHARD	LISE															101,000	1,996
3245	RICHARD	LUCIEN															75,000	1,996
3246	RICHARD	MARTIN															101,000	1,996
3247	RICHARD	MAXENCE															77,000	1,996
3248	RICHARD	MATHAN															75,000	1,996
3249	RICHARD	NICOLE															113,300	3,594
3250	RICHARD	PASCAL															280,000	23,766
3251	RICHARD	ROLANDE															170,000	1,996
3252	RICHARD	SAMUEL															75,000	1,996
3253	RICHARD	SONIA															201,000	1,996
3254	RICHARD	SUZANNE															75,000	1,996
3255	RICHARD	VERONIQUE															180,084	1,996
3256	RICHARD	VICKY															75,000	1,996
3257	RIDER	MARGUERITE															201,000	1,996
3258	RIDER	CRAIG															75,000	1,996
3259	RIDER	EVA															100,000	1,996
3260	RIDEAU	KEITH															117,900	4,392
3261	ROUX	CLAUDE															175,411	1,886
3262	ROUX	GENEVIÈVE															100,000	1,996
3263	ROUX	NAURIE															100,000	1,996
3264	ROUX	NICOLAS															212,000	1,996
3265	ROUSSEAU	ROGER															101,000	1,996
3266	ROUSSEAU	ROSELYN															101,000	1,996
3267	ROUSSEAU	STEPHANE															101,000	1,996
3268	ROUSSEAU	YVAN															101,000	1,996
3269	ROUSSEAU	ERVAN															101,000	1,996
3270	ROUSSEAU	CHARLOTTE															101,000	1,996
3271	ROUSSEAU	CHRISTOPHE															175,000	2,795
3272	ROUSSEAU	CLAUDIE															101,000	1,996
3273	ROUSSEAU	CLAUDIE															101,000	1,996
3274	ROUSSEAU	JEAN-PIERRE															111,000	2,795
3275	ROUSSEAU	JOHN															101,000	1,996
3276	ROUSSEAU	JOHN															75,800	4,392



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 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 a business, other than those resulting from the death of a person or from bodily injuries. (J) Other Damages	Schedule 5 - 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	Schedule 6 - 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	Schedule 7 - Claiming damages suffered by a business, 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	MARUS					130,025	10,440	125,000					75,000	2,396
3329	RODRIGUE	MAUDIE						1,000	100,000					202,000	57,709
3330	RODRIGUE	MIRELLE					4,000	216	75,000					75,216	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					422,650	1,896
3336	RODRIGUE	YVELINE							75,000					75,000	4,392
3337	RODRIGUE	YVES							175,000					175,000	1,896
3338	RODRIGUE	YVONNE							100,000					100,000	2,795
3339	RODRIGUE	ANNIE						1,000	110,000					111,000	1,896
3340	RODRIGUE	MARIE-SOULEIL						7,450	160,000					167,450	3,594
3341	RODRIGUE	SCYRANGE	10,000				1,000		100,000					111,000	25,353
3342	RODRIGUE	NORMAND							75,000					75,000	47,932
3343	RODRIGUE	CAROLINE						160	50,000					50,160	2,795
3344	RODRIGUE	CHANTAL							75,000					75,000	1,896
3345	RODRIGUE	MARIO							100,000					100,000	1,896
3346	RODRIGUE	NATHALIE							176,000					176,000	3,594
3347	RODRIGUE	NORMAND							25,000					25,000	1,896
3348	RODRIGUE	ROLANDE							25,000					25,000	1,896
3349	RODRIGUE	SERGE							100,000					100,000	1,896
3350	RODRIGUE	SOPHIE							170,000					170,000	1,896
3351	RODRIGUE	YVON							200,000					200,000	47,932
3352	RODRIGUE	CHARLIE							175,000					175,000	3,594
3353	RODRIGUE	MATHIS					1,000		100,000					101,000	2,396
3354	RODRIGUE	ALEX					1,000		100,000					101,000	3,594
3355	RODRIGUE	ALYSON						1,000	25,000					26,000	3,594
3356	RODRIGUE	AUDRE						1,000	100,000					101,000	2,396
3357	RODRIGUE	ANNIE-PERRE						1,000	100,000					101,000	3,594
3358	RODRIGUE	CHANTAL							175,000					175,000	1,896
3359	RODRIGUE	HELENETTE					2,000		175,000					177,000	3,594
3360	RODRIGUE	JOSEE							175,000					175,000	1,896
3361	RODRIGUE	MARC							75,000					75,000	45,536
3362	RODRIGUE	MARYSE							100,000					100,000	3,394
3363	RODRIGUE	MIGUEL	10,000				1,000	1,000	100,000					102,000	1,996
3364	RODRIGUE	RAYMOND					3,000		125,000					128,000	2,795
3365	RODRIGUE	SERGE					8,260		75,000					83,260	47,133
3366	RODRIGUE	YVES							75,000					75,000	3,594
3367	RODRIGUE	JESSY					1,000		100,000					101,000	4,392
3368	RODRIGUE	JACQUELINE							100,000					100,000	3,594
3369	RODRIGUE	PIERRE-JAMES					1,000		100,000					101,000	3,594
3370	RODRIGUE	ROSE-ANNE							100,000					100,000	3,594
3371	RODRIGUE	ROSEAU							175,000					175,000	3,594
3372	RODRIGUE	DOLORES					4,250		175,000					179,250	4,392
3373	RODRIGUE	FERNAND							100,000					100,000	4,392
3374	RODRIGUE	NICOLE					1,000		100,000					101,000	3,594





Montréal, Maine & Atlantic Canals Co.  
 Proof of Claims Filed in the CCAA - Represented by Class Maps

Rif	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 (Subsections 101 Other Damages Medical Damages)	Schedule 2A - Claiming damages resulting from bodily injuries suffered by a person (101 Other Damages Medical Damages)	Schedule 2B - Claiming damages resulting from bodily injuries suffered by a person (101 Other Damages Medical Damages)	Schedule 3A - Claiming damages resulting from the death of a person or from bodily injuries (101 Other Damages Medical Damages)	Schedule 3B - Claiming damages resulting from the death of a person or from bodily injuries (101 Other Damages Medical Damages)	Schedule 3C - Claiming damages resulting from the death of a person or from bodily injuries (101 Other Damages Medical Damages)	(1) Damages for Loss of Use of Property	(2) Damages for Loss of Use of Property	(3) Damages for Loss of Use of Property	(4) Damages for Loss of Use of Property			(5) Damages for Loss of Use of Property		
3467	ROY	LUCE														100,000	1,995
3468	ROY	MARION														125,000	4,792
3469	ROY	MARC														8,500	3,694
3470	ROY	MARC-ANTOINE														100,000	4,392
3471	ROY	MARC-ANTOINE														202,000	2,795
3472	ROY	MARGOT														75,185	3,694
3473	ROY	MARIE-ANGÈLE														75,000	2,795
3474	ROY	MARIE-ANGÈLE														102,000	2,396
3475	ROY	MARIE-ANGÈLE														102,000	3,694
3476	ROY	MARIE-ANGÈLE														101,000	3,694
3477	ROY	MARIE-ANGÈLE														376,000	2,396
3478	ROY	MARIE-ANGÈLE														75,000	1,995
3479	ROY	MARIE-ANGÈLE														75,000	2,795
3480	ROY	MARIE-ANGÈLE														100,000	56,709
3481	ROY	MARIE-ANGÈLE														175,000	3,694
3482	ROY	MARIE-ANGÈLE														75,000	3,694
3483	ROY	MARIE-ANGÈLE														100,000	1,995
3484	ROY	MARIE-ANGÈLE														75,000	3,694
3485	ROY	MARIE-ANGÈLE														100,000	1,995
3486	ROY	MARIE-ANGÈLE														100,000	1,995
3487	ROY	MARIE-ANGÈLE														100,000	1,995
3488	ROY	MARIE-ANGÈLE														100,000	1,995
3489	ROY	MARIE-ANGÈLE														100,000	1,995
3490	ROY	MARIE-ANGÈLE														100,000	1,995
3491	ROY	MARIE-ANGÈLE														100,000	1,995
3492	ROY	MARIE-ANGÈLE														100,000	1,995
3493	ROY	MARIE-ANGÈLE														100,000	1,995
3494	ROY	MARIE-ANGÈLE														100,000	1,995
3495	ROY	MARIE-ANGÈLE														100,000	1,995
3496	ROY	MARIE-ANGÈLE														100,000	1,995
3497	ROY	MARIE-ANGÈLE														100,000	1,995
3498	ROY	MARIE-ANGÈLE														100,000	1,995
3499	ROY	MARIE-ANGÈLE														100,000	1,995
3500	ROY	MARIE-ANGÈLE														100,000	1,995
3501	ROY	MARIE-ANGÈLE														100,000	1,995
3502	ROY	MARIE-ANGÈLE														100,000	1,995
3503	ROY	MARIE-ANGÈLE														100,000	1,995
3504	ROY	MARIE-ANGÈLE														100,000	1,995
3505	ROY	MARIE-ANGÈLE														100,000	1,995
3506	ROY	MARIE-ANGÈLE														100,000	1,995
3507	ROY	MARIE-ANGÈLE														100,000	1,995
3508	ROY	MARIE-ANGÈLE														100,000	1,995
3509	ROY	MARIE-ANGÈLE														100,000	1,995
3510	ROY	MARIE-ANGÈLE														100,000	1,995
3511	ROY	MARIE-ANGÈLE														100,000	1,995
3512	ROY	MARIE-ANGÈLE														100,000	1,995







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 from the death of a person or from bodily injuries (G) Material Damages to Property (H) Damages to Loss of Use of Property (I) 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 (J) Material Damages to Property (K) Other Damages (L) Damages to Loss of Use of Property (M) Damages to Loss of Use of Property	Schedule 7 (N) Claim Other than Damages as a Result of the July 6, 2013 Disasters (Secured Claim) (O) Claim Other than Damages as a Result of the July 6, 2013 Disasters (Unsecured Claim) by Group Claims	Total	Total Dividend Paid (Per %)
3617	SIROIS	ANDRE	375,000				375,000		750,000	-
3618	SIROIS	ANTOINE				1,000	75,000		75,000	1,996
3622	SIROIS	COHEN				1,000	100,000		101,000	4,992
3623	SIROIS	NICOLE	375,000			1,000	100,000		376,000	3,994
3625	SIROIS	RENE	375,000			1,000	475,000		850,000	3,994
3626	SIROIS	SONIA					435,000		435,000	1,996
3627	SIROIS	SUZANNE				4,250	100,000		104,250	3,994
3628	SIRONGHOM	VITAL				10,000	20,000		30,000	4,992
3629	SIRONGHOM	BOURICH				10,000	20,000		30,000	4,992
3630	SIRONGHOM	ROURICH				10,000	20,000		30,000	4,992
3631	SIRONGHOM	DULLY				10,000	20,000		30,000	4,992
3632	SIRONGHOM	SHAW				10,000	20,000		30,000	4,992
3633	SIRONGHOM	SHAW				10,000	20,000		30,000	4,992
3634	SIRONGHOM	WILLY				10,000	20,000		30,000	4,992
3635	SIRONGHOM	SIMONE				108,000	20,000		128,000	4,992
3636	SIRONGHOM	SOCQUET LEMONIE				10,000	20,000		30,000	4,992
3637	SIRONGHOM	SOLUCY				13,000	125,000		138,000	33,940
3638	ST PIERRE	MONIQUE	375,000			2,000	375,000		752,000	1,996
3639	ST PIERRE	BERNARD				1,000	100,000		101,000	2,795
3640	ST PIERRE	JACQUES				1,000	100,000		101,000	2,795
3641	ST PIERRE	MELANIE				1,000	100,000		101,000	1,996
3642	ST PIERRE	ANAIS				1,000	100,000		101,000	1,996
3643	ST PIERRE	JEAN-AMUEL				1,000	100,000		101,000	1,996
3644	ST PIERRE	ROBIN				1,000	100,000		101,000	1,996
3645	ST PIERRE	CAMIL				2,000	77,000		79,000	24,565
3646	ST PIERRE	DORIS				6,635	400,000		406,635	2,795
3647	ST PIERRE	MARC				3,050	200,000		203,050	2,795
3648	ST PIERRE	ADRIEL					75,000		75,000	45,538
3649	ST PIERRE	PATRICK					75,000		75,000	1,996
3650	ST PIERRE	RAFAEL					75,000		75,000	1,996
3651	ST PIERRE	MARIE					175,000		175,000	1,996
3652	ST PIERRE	ETIENNE				1,000	100,000		101,000	1,996
3653	ST PIERRE	FLORENNE				1,000	100,000		101,000	1,996
3654	ST PIERRE	MARTINE				1,000	100,000		101,000	1,996
3655	ST PIERRE	RAYMOND					100,000		100,000	1,996
3656	ST PIERRE	SOLANGE				4,490	100,000		104,490	1,996
3657	ST PIERRE	CARMEN				4,000	175,000		179,000	3,994
3658	ST PIERRE	HERVE				1,000	175,000		176,000	1,996
3659	ST PIERRE	JOCELYN				1,000	100,000		101,000	1,996
3660	ST PIERRE	SEBASTIEN				1,000	100,000		101,000	1,996
3661	ST PIERRE	SUZANNE				1,000	100,000		101,000	1,996
3662	ST PIERRE	VIVIANE				7,100	250,000		257,100	13,975
3663	ST PIERRE	MARINAUELA					25,000		25,000	3,994
3664	ST PIERRE	ALAIN				1,000	100,000		101,000	2,996
3665	ST PIERRE	ANTHONY				7,450	100,000		107,450	3,994
3666	ST PIERRE	LOUCILLE				1,000	100,000		101,000	2,795
3667	ST PIERRE	VALERIE					75,000		75,000	1,996
3668	ST PIERRE	VALENTIN				1,000	100,000		101,000	1,996
3669	ST PIERRE	CHARLOTTE				1,000	100,000		101,000	2,795









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				1,000	101,000	1,995
3657	TURNER	ZACHARY				1,000	101,000	4,382
3658	TURNER	STYVE				1,000	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	3,554
3672	VACHON	CAROLE				225,210	225,210	1,995
3673	VACHON	CECILE				336,400	336,400	3,554
3674	VACHON	CHRISTOPHER		1,000		325,000	326,000	77,479
3675	VACHON	CHRISTINA		400		225,000	225,400	1,995
3676	VACHON	CLAIRE	10,000	800,000		350,000	264,000	33,940
3677	VACHON	CLAUDIA		182,500		33,000	38,500	4,382
3678	VACHON	COLOMBE		1,500		25,500	10,000	3,554
3679	VACHON	DAVID		33,000		1,000	10,000	2,795
3680	VACHON	FRANCOISE		1,000		10,000	10,000	1,995
3681	VACHON	FREDERIQUE				175,000	175,000	1,995
3682	VACHON	GISELE				100,000	100,000	1,995
3683	VACHON	GUILAUME				155,000	155,000	1,995
3684	VACHON	HENRI				110,000	110,000	1,995
3685	VACHON	JACQUES				240,000	240,000	1,995
3686	VACHON	JEAN-SEBASTIEN				175,000	175,000	1,995
4457	VACHON	JOHANNE				75,000	75,000	4,382
4458	VACHON	LAURIE-ANN				75,000	75,000	3,194
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	3,194
3690	VACHON	MIGUEL				160,000	160,000	1,995
3692	VACHON	OLIVIER				75,000	75,000	1,995
3693	VACHON	ORAM				75,000	75,000	3,194
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	3,554
3696	VACHON	STEPHANE				75,000	75,000	1,995
3697	VACHON	STEPHANIE				100,000	100,000	4,382
3698	VACHON	SUZANNE				50	215,500	1,995
3900	VACHON-BOUCHER	LUCILLE				100,000	100,000	1,995
3901	VACHON-GADUIN	ALEXANDRA				100,000	100,000	3,554
3902	VACHON-GADUIN	ANTHONY				1,000	286,000	4,382
3903	VACHON-GADUIN	PAMORA				400	275,500	3,554
4461	VACHON-GADUIN	FRANCOISE				1,000	10,000	1,995
4462	VACHON-GADUIN	JEAN-SEBASTIEN				75,000	75,000	1,995
4463	VACHON-GADUIN	FRANCOISE				105,000	105,000	4,382
3907	VALLANCOURT	CHARLES				100,000	100,000	45,536
3908	VALLANCOURT	CHARLES				100,000	100,000	45,536
3909	VALLANCOURT	FANNY				100,000	100,000	2,795
3910	VALLANCOURT	LAURENCE				100,000	100,000	2,795
3911	VALLANCOURT	LAURENCE	375,000			10,764	370,764	1,995
						360,000	375,000	5,989











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  
mf