

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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

N°: 500-11-045094-139

Montreal, August 23, 2013

PRESENT: The Honourable Justice Martin
Castonguay, J.S.c.

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

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

PETITIONER

and

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

MONITOR

and

CANADIAN TRANSPORTATION AGENCY

MIS EN CAUSE

ORDER

SEEING Petitioner's *Amended Motion to amend the initial order and seek a charge and security on the property of the Petitioner to secure funds for self-insured obligation pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, C-36 (as amended the "CCAA") and the exhibits, the affidavits and the Monitor's report filed in support thereof (the "Amended Motion")*, as well as the submissions of counsel present at the hearing;

GIVEN the provisions of the CCAA;

WHEREFORE, THE COURT:

- [1] **GRANTS** the Amended Motion to amend the initial order and seek a charge and security to secure funds for the self-insured obligation;
- [2] **DECLARES** that sufficient notice of the presentation of this Motion has been given by Petitioner to all interested parties;
- [3] **AMENDS** the Initial Order as follows:
- [4] *"[41.1] **DECLARES** that the Property is hereby subject to a charge and security to secure the self-insured retention portion of the policy RCL0003808301 subscribed from XL Insurance Company Ltd. (the "Policy") in the aggregate and maximum amount of \$250,000 in favour of all persons having a valid Claim under the Policy in connection with an Accident (as these terms are defined under the Policy) and subject to the terms and conditions of the Policy, including those stipulated in paragraph 2 of Section I of the Policy entitled "Self-Insured Retention" occurring since the issuance of the Initial Order and while the Certificate of Fitness issued by the Canadian Transportation Agency held by the Petitioner is in force (the "Self-Insured Retention Charge"), said charge having the priority established by paragraphs [42] and [43] hereof;*
- [5] *[41.2] **DECLARES** that regardless of the number of Claims or Accidents, the Self-Insured Retention Charge will never exceed \$250,000;*
- [6] *[42] **DECLARES** that the priorities of the Administration Charge, the Self-Insured Retention Charge and any possible charge in favor of the Directors that may be granted in their favor pursuant to a further order of this Court (collectively, the "CCA Charges"), as between them with respect to any Property to which they apply, shall be as follows:*
- a) *first, the Administration Charge;*
 - b) *second, the Self-Insured Retention Charge;*
 - c) *(...) third, (...) any charge in favour of the Directors that may be granted in their favour pursuant to a further order of this Court;"*

- [7] **ORDERS** the *provisional* execution of the order to be rendered herein notwithstanding appeal and without the necessity to furnish any security;
- [8] **THE WHOLE WITHOUT COSTS**, save and except in the event of a contestation.



THE HONOURABLE MARTIN CASTONGUAY, J.S.C.