

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF ST-FRANÇOIS**

No: 450-11-000167-134

DATE: 15 avril 2015

PRESENT: THE HONOURABLE GAÉTAN DUMAS, J.S.C.

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

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

Debtor/Petitioner

-and-

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

Monitor

CLAIMS RESOLUTION ORDER

- [1] **CONSIDERING** the Petitioners' *Motion for an Order Establishing a Procedure for the Review and Determination of Claims* (the "**Motion**");
- [2] **CONSIDERING** the representations of the parties;

FOR THESE REASONS, THE COURT:

- [3] **GRANTS** the Motion;
- [4] **ISSUES** this Order divided under the following headings:
- (a) Definitions;
 - (b) Review and Determination of Claims;

- (c) Distribution for Disputed Claims;
- (d) Notices and Communications;
- (e) Aid and Assistance of Other Courts;
- (f) General Provisions;

Definitions

- [5] **ORDERS** that capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Plan and that the following terms in this Order shall have the following meanings ascribed thereto:
- (a) **"Bankruptcy Case"** means the case styled in re Montreal, Maine & Atlantic Railway Ltd., Bankr. D. Me. No. 13-10670;
 - (b) **"Bankruptcy Court"** means United States Bankruptcy Court for the District of Maine, as presiding over the Bankruptcy Case;
 - (c) **"Business Day"** means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Montreal, Québec, Canada;
 - (d) **"Claims Bar Date"** means 5:00 p.m. (Montréal time) on July 14, 2014 with respect to Wrongful Death Claims and 5:00 p.m. (Montréal Time) on June 13, 2014 with respect to all the other Creditors;
 - (e) **"Claims Officer(s)"** means the individual(s) appointed as claims officer(s) pursuant to paragraph 7 of the present Order;
 - (f) **"Claims Procedure Order"** means the Amended Claims Procedure Order rendered on June 13, 2014, in the CCAA Proceeding by the CCAA Court, establishing, among other things, a claims procedure in respect of Petitioner, as such Order may be amended, restated or varied from time to time;
 - (g) **"Class Representatives"** has the meaning ascribed to "Class Action Plaintiffs" and to "Class Counsel" by the Court in the Representation Order;
 - (h) **"Court"** means the Superior Court of Quebec;
 - (i) **"Creditors"** means collectively all Persons having filed Proofs of Claim and **"Creditor"** means any one of them;
 - (j) **"Determination Date"** means August 8, 2013;
 - (k) **"Dispute Package"** means, with respect to any disputed Proof of Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

- (l) **"Monitor"** means Richter Advisory Group Inc. (Richter Groupe Conseil Inc.), in its capacity as Monitor in the CCAA Proceeding;
- (m) **"Notice of Dispute"** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
- (n) **"Notice of Revision or Disallowance"** means the notice advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance, which notice shall be substantially in the form attached hereto as **Schedule A**;
- (o) **"Plan"** means the plan(s) of compromise and arrangement filed on March 31, 2015 in these proceedings, as may be amended or supplemented from time to time;
- (p) **"Proofs of Claim"** means the form of proofs of claim filed by Creditors before the Claims Bar Date in accordance with the Claims Procedure Order or otherwise accepted for filing pursuant to further order of this Court. Individually, each is a **"Proof of Claim"**;
- (q) **"Representation Order"** means the Representation Order issued by this Court on April 4, 2014;

Review and Determination of Claims

[6] ORDERS that:

- (a) where applicable given the provisions of the Plan, the Monitor, together with the Petitioner, shall review the Proofs of Claim and the terms set out therein;
- (b) where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance in accordance with paragraph 14 below;
- (c) the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within twenty (20) calendar days of the Notice of Revision or Disallowance, send, in accordance with paragraph 15 below, a Notice of Dispute to the Monitor setting out the basis for its dispute;
- (d) unless otherwise authorized by this Court, if the Creditor does not provide a Notice of Dispute within the time period provided for above, such Creditor shall be deemed to have accepted the determination of its Proof of Claim as set out in the Notice of Revision or Disallowance;
- (e) the Monitor, with the assistance of Petitioner, shall attempt to consensually resolve the disputed Proof of Claim following the receipt by the Monitor of the Notice of Dispute;
- (f) if, after the expiration of such period of time as the Monitor believes appropriate, the disputed Proof of Claim has not been resolved;

- (i) the Monitor, after consultation with Petitioner, shall refer the disputed Proof of Claim to a Claims Officer and the Monitor shall deliver a Dispute Package to the Claims Officer; or
 - (ii) the Monitor, after consultation with Petitioner, shall refer the Proof of Claim to the Court, and either the Creditor, the Monitor or Petitioner may bring a motion for the resolution of such Proof of Claim by the Court; and
 - (g) the Monitor shall not be required to send any Creditor a confirmation of receipt by the Monitor of any document provided by a Creditor pursuant to this Order and each. Creditor shall be responsible for obtaining proof of delivery, if they so require, through their choice of delivery method;
- [7] **ORDERS** that Petitioner shall have the power and authority to appoint from time to time one or more individuals to act as a Claims Officer for the purposes of this claims procedure, provided however that the Monitor and this Court shall have both approved such appointment;
- [8] **ORDERS** that upon receipt of a Dispute Package, the Claims Officer shall schedule and conduct a hearing to settle the disputed portion of the disputed Proof of Claim and shall, as soon as practicable thereafter, notify Petitioner, the Monitor and the Creditor of his or her determination;
- [9] **ORDERS** that the Claims Officer shall have the authority to determine the procedure for adjudication of disputed Proofs of Claim that are referred to him or her, including the manner of presenting evidence and the conduct of any hearing before him or her, provided that a Creditor may request that such adjudication be conducted in either French or English;
- [10] **ORDERS** that each Claims Officer may, with the consent of the parties, act as a mediator in respect of any Proof of Claim without thereby being disqualified from adjudicating upon such claim;
- [11] **ORDERS** that Petitioner or the Creditor may appeal a Claims Officer's determination to this Court within ten (10) Business Days of notification of the Claims Officer's determination of the disputed portion of such Creditor's Proof of Claim by serving upon Petitioner and the Monitor, and filing with this Court a motion returnable on a date to be fixed by this Court. If an appeal is not filed within such period then the Claims Officer's determination shall, subject to a further order of the Court, be deemed to be final and binding on Petitioner and the Creditor;
- [12] **ORDERS** that any appeal of a Claims Officer's determination before this Court shall be considered for all intents and purposes to be a true appeal such that there will be no *de novo* hearing; and

Distribution for Disputed Claims

- [13] **ORDERS** that no distributions shall be made with respect to a disputed Proof of Claim unless and until it has been finally determined;

Notices and Communications

- [14] **ORDERS** that any document sent by the Monitor or Petitioner pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission, in either French or English as requested by the Creditor. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by ordinary mail and one (1) Business Day after the document is sent by registered mail, courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.
- [15] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioner shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or email addressed to:

(a) If to the Petitioner

Montreal Maine & Atlantic Canada Co.
 C/o Gowling Lafleur Henderson LLP
 3700 – 1 Place Ville Marie
 Montréal, Québec H3B 3P4

Attention: Me Patrice Benoit (patrice.benoit@gowlings.com)
 Attention : Me Pierre Legault (pierre.legault@gowlings.com)
 Fax : 514-876-9550

(b) If to the Monitor:

Richter Advisory Group
 1981 McGill College Avenue, 11th Floor
 Montréal, Québec H3A 0G6

Attention: Mr. Gilles Robillard (grobillard@richter.ca)
 Attention: Mr. Andrew Adessky (aadessky@richter.ca)
 Fax: 514-934-3504

with a copy by email or fax (which shall not be deemed notice) to:

Attention: Me Sylvain Vauclair (svauclair@woods.qc.ca)
 Fax: 514-284-2046

Aid and Assistance of Other Courts

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

U.S. Plan and Derailment Wrongful Death Claims

- [17] **ORDERS** that, notwithstanding anything in this Order to the contrary, the allowance and valuation of claims for voting purposes with respect to the plan of liquidation filed in the Bankruptcy Case (the "U.S. Plan") shall be determined solely in accordance with the U.S. Plan and any orders entered in such case with respect to the U.S. Plan, and the allowance of (including any objections to) for all purposes, and distributions with respect to, Derailment Wrongful Death Claims (as defined in the U.S. Plan) shall be solely in accordance with the terms of the U.S. Plan;

General Provisions

- [18] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender.
- [19] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
- [20] **ORDERS** the provisional execution of this Order notwithstanding appeal
- [21] **THE WHOLE** without costs.

Sherbrooke, 15 avril 2015

GAÉTAN DUMAS

Honourable Gaétan Dumas, J.S.C.