

**SUPERIOR COURT
(Commercial Division)**

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

No: 450-11-000167-134

DATE: May 5, 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

JUDGMENT ON THE MOTION FOR THE CONVENING OF A CREDITORS' MEETING

- [1] The Court is presented with a motion to convene a creditors' meeting following the filing of a plan of arrangement in the present matter.
- [2] It is unnecessary to recite all the facts having led to the filing of the plan of arrangement.
- [3] The judgments previously rendered in this matter by the undersigned fully explain the path that the parties have taken. Suffice to recall that the plan is filed following a rail disaster that occurred in Lac-Mégantic in July 2013.
- [4] The file has always been managed on the basis that a plan of arrangement would be filed whereby third parties that are potentially liable for the derailment, or for the damages caused thereby, would contribute to an indemnity fund in order to obtain releases in exchange for a substantial contribution to the plan of arrangement.

- [5] A fund in the amount of over \$300,000,000 has now been created, which has allowed for the filing of a plan that may acceptable to creditors, who will be presented with said plan at a creditors' meeting to be held on June 9, 2015.
- [6] The motion to convene the creditors' meeting was to be a simple formality because all appeared to consent.
- [7] In fact, the orders to be rendered are relatively standard for this type of file.
- [8] However, at the hearing of the motion, Mtre Luc Despins, a U.S. attorney representing the official committee of victims in the Chapter 11 case, drew the court's attention to paragraph 38 of the proposed draft order, which reads as follows:
- [38] 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 distributions, 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;
- [9] Mtre Despins advises the court that certain U.S. attorneys have had mandates executed by the representative of the 47 victims who perished during the derailment.
- [10] These mandates, signed in Lac-Mégantic, Québec, appear to state that the U.S. attorneys would receive an amount representing 40% of any amount collected following actions filed in the United States.
- [11] Mtre Despins was concerned about the fact that paragraph 38 of the draft order could deprive the court of jurisdiction in the event that disputes would arise regarding the payment of fees that may appear disproportionate to the services rendered.
- [12] Since the beginning of this file, the court has very openly expressed to counsel that it believes the best way to resolve this matter is with the contributions of third parties in exchange for releases and by the certification of the Canadian class action for settlement purposes. This was, in the opinion of the court, the most efficient way to settle this matter.
- [13] However, the court consistently stated to counsel that their fees would be subject to court approval.
- [14] In fact, in Québec, the attorneys for the class action must have their fees approved by the judge who certifies the class action and renders a judgment on the distribution of the amounts awarded by judgment.
- [15] That said, we learned today that victims who have been attributed a fund in the amount of \$77,205,000 could see that amount slashed by 40%, which would be

payable to U.S. attorneys. This represents an amount of \$30,882,000 in professional fees.

- [16] Without rendering judgment on the issue and without deciding on the value of the services rendered, the court advised all the parties from the bench that it did not intend to relinquish the inherent power of the Superior Court to ensure that the proposed plan is fair and reasonable.
- [17] At this time, too many questions remain unanswered. Should questions be raised as to the validity of mandates granted in Québec in the days following the rail disaster, which court would have jurisdiction to determine the fees payable?
- [18] Does the percentage payable according to the executed mandate apply to all 48¹ victims or only to a portion of them?
- [19] Are the fees in conformity with the code of ethics applicable in Québec?
- [20] So many questions for which we do not have the answers.
- [21] A cross border protocol was approved by the Québec Superior Court and the Bankruptcy Court for the District of Maine. Could this protocol be used to resolve any potential conflicts?
- [22] The court must respect the jurisdiction of the court of Maine. The opposite is true as well. If the court does not have jurisdiction, it does not have the intention to usurp the jurisdiction of another court.
- [23] Moreover, do mandates duly executed with knowledge of the facts deprive the court of its inherent jurisdiction?
- [24] That said, one thing is clear, in order to have full effect, a plan of arrangement that has been duly approved by the creditors must be sanctioned by the court. It is up to the court to grant releases to third parties and only an order of the court can have this effect on those who do not settle the file on an individual basis.
- [25] For the moment, all these questions remain hypothetical. A vote on the plan has yet to be held. If the plan is not approved, the questions will remain unanswered. If the plan is approved and questions are raised, the court will decide.
- [26] Moreover, these questions are not to be answered prior to the meeting. The plan provides for the payment of amounts of money but does not address the payment of fees that may be owing.
- [27] Another question is raised. At the hearing, the attorneys stated that the proceedings filed in the United States have resulted in higher contributions than would have been obtained within the scope of proceedings filed in Québec.
- [28] As such, despite the very high fees, the victims would receive more than if they had simply filed proceedings in Québec. This is possible but the court does not presently

¹ A victim has been added since the onset of the proceedings.

have the information necessary to respond. According to the U.S. plan, the compensation appears to be taxable. Are taxes payable on the gross amount received or on the amount received after payment of professional fees? The victims most certainly already have this information but the court does not.

- [29] Mtre Hans Mercier, who acts as counsel to the U.S. attorneys, stated that the court has had the opportunity to appreciate the work done by counsel in Québec but has not had the chance to appreciate the work done by the U.S. attorneys.
- [30] It is quite likely that the possibility of legal action in the U.S. contributed to increasing the offers. What we do not yet know is the work done in the United States.
- [31] If the simple possibility of proceedings in the U.S. caused the offers to increase, it may be less necessary to know the extent of the work actually carried out.
- [32] As previously mentioned, there are many questions that remain unanswered.
- [33] At the hearing, the court allowed counsels to make any additional comments.
- [34] In keeping with the spirit of collaboration that appears to have been present since the onset of the file, the Chapter 11 trustee, Mr. Robert Keach, as well as the attorney for the official committee of victims in the Chapter 11, Mtre Luc Despins, along with the Monitor, the attorneys for the Government of Québec and those representing Class Members have agreed to modify paragraph 38 of the draft order so that it would read as follows:

ORDERS that, notwithstanding anything in this Order to the contrary and subject to the entry of the Canadian Approval Order and U.S. Approval Order and such Approval Orders becoming Final Orders, the valuation of claims for voting purposes with respect to 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. 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, which U.S. Plan shall provide for distribution by the WD Trustee strictly in accordance with Schedule E to the Plan, which is also attached to the U.S. Plan; provided, however, this paragraph shall be subject to the U.S. Plan, or any subsequent U.S. plan, being amended (and the U.S. Approval Order containing an identical provision) to provide :

(i) that no payment or distribution of any kind shall be made to any lawyer or counsel allegedly representing the holder of a Derailment Wrongful Death Claim (as defined in the U.S. Plan) unless such lawyer or counsel presents to the WD Trustee an executed engagement letter or similar document that entitles such lawyer or counsel to such fees or distribution, including any contingent fee (a "Derailment Wrongful Death Client Engagement Letter"); and

(ii) that no such distribution or payment shall be made by the WD Trustee if:

(a) the Derailment Wrongful Death Client Engagement letter has been held to be invalid or inoperative by a final order or ruling

entered in any proceeding (including an administrative proceeding) initiated by a party with standing disputing the rights of such lawyer or counsel to fees before any court, administrative tribunal or other forum with jurisdiction over such agreements, in the United States or Canada, (collectively a "Proceeding"), in which there was a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter; or

(b) any Proceeding is pending in which there is a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter, unless and until such Proceeding has been concluded by a final order or ruling in favor of the lawyer or counsel involved, and then the distribution to the lawyer and counsel shall be limited by the terms of any such final order or ruling issued in such Proceeding, to the extent such order or ruling contains any such limitations.

Holders of Derailment Wrongful Death Claims involved in a Proceeding shall receive the portion of their distributions on account of their Derailment Wrongful Death Claim not in dispute in such Proceeding at the same time and in the same manner as the holders of other Derailment Wrongful Death Claims not involved in a Proceeding.

Nothing in this paragraph 38 is intended to limit or can be interpreted as limiting the exercise by the CCAA Court of its jurisdiction in connection with the CCAA Proceeding, including in connection with the approval of the Plan.²

- [35] This new language confirms that the court, without deciding on the merits, retains jurisdiction to decide on the validity and enforceability of the fee agreements.
- [36] As such, the court grants the motion for the convening of a creditors' meeting, all while specifying that it retains jurisdiction to decide on the validity and enforceability of the fee agreements that would have been executed in favour of attorneys in the days that followed the rail disaster.

FOR THESE REASONS, THE COURT:

- [37] **GRANTS** the motion;
- [38] **DECLARES** that the court retains jurisdiction to decide on the validity and enforceability of the fee agreements that would have been executed in favour of attorneys in the days that followed the rail disaster.

Service

- [39] **DECLARES** that the notices given for the presentation of the Motion are proper and sufficient;

² 'Paragraph 38 becomes paragraph 75 of the present order.

Definitions

[40] **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:

“**Chair**” has the meaning ascribed to it in paragraph 19 hereof;

“**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;

“**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;

“**Creditors**” means collectively all Persons having filed a Proof of Claim and “**Creditor**” means any one of them;

“**Creditors’ Meeting**” means the meeting of Creditors to be held on the Meeting Date for the purposes of considering and voting on the Plan;

“**Determination Date**” means August 8, 2013;

“**Designated Newspapers**” means La Presse, L’Écho de Frontenac, La Tribune, The Sherbrooke Record and the Montreal Gazette;

“**Meeting Date**” means June 9, 2015 subject to any adjournment, postponement or other rescheduling or further order of this Court;

“**Meeting Materials**” shall have the meaning ascribed to such term in paragraph 62;

“**Monitor’s Website**” means <http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>;

“**Motion**” has the meaning ascribed to it in the preamble of this Creditor’s Meeting Order;

“**Notice to Creditors**” means a notice of this Order and of the Creditors Meetings setting out the Meeting Date, substantially in the form attached hereto as Schedule A;

“**Plan**” means the plan of compromise and arrangement filed on March 31, 2015 pursuant to the provisions of the CCAA, as it may be amended, varied or supplemented from time to time in accordance with its terms;

“**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";

"Protective Proof of Claim" means the Proof of Claim filed by the Class Representatives on behalf of the holders of Wrongful Death Claims in accordance with paragraph 6 of the Claims Procedure Order;

"Proxy" means a proxy substantially in the form of Schedule B hereto;

"Publication Date" means the date on which the publication of the newspaper notice in all of the Designated Newspapers has been completed;

"Representation Order" means the Representation Order issued by this Court on April 4, 2014;

"Sanction Hearing" has the meaning ascribed to it in paragraph 70 hereof;

"Service List" means the service list posted on the Monitor's Website;

"Voting Claim(s)" means the Claims listed in paragraph 44 hereof;

"Voting Claim Categories" are the Wrongful Death Claims, Bodily Injury and Moral Damages Claims, Property and Economic Damages Claims, Subrogated Insurer Claims, Government Claims, and Non-Derailment Claims. Individually, each is a "Voting Claim Category";

"Voting Creditor" means a Creditor that holds a Voting Claim;

Interpretation

[41] DECLARES that where the context requires, a word or words importing the singular shall include the plural and vice versa;

CCAA Plan

[42] **ORDERS** that:

the Plan is hereby accepted for filing; and

Petitioner shall seek approval of the Plan in the manner set forth herein;

[43] **ORDERS** that Petitioner, in consultation with the Monitor, is hereby authorized to file any modification of, or amendment, variation or supplement to, the Plan (each a "Plan Modification") prior to the Meeting Date or at or before any Creditors' Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan. Petitioner shall give notice of any such Plan Modification at the Creditors' Meeting prior to the vote being taken to approve the Plan. Petitioner may give notice of any such Plan Modification at or before the Creditors' Meeting by notice which shall be sufficient if, in the case of notice at the Creditors' Meeting, given to those Voting Creditors present at such meeting in person or by Proxy. The Monitor shall post on the Monitor's Website, as soon as possible,

any such Plan Modification, with notice of such posting forthwith provided to the Service List;

Value of Claims for Voting Purposes

[44] **ORDERS** that each Voting Creditor shall be entitled to vote and, for voting purposes:

Wrongful Death Claims shall, in the aggregate, represent no more than 22.2% (\$200,000,000.00) in value of all votes cast by Creditors;

Bodily Injury and Moral Damages Claims shall, in the aggregate, represent no more than 11.1% (\$100,000,000.00) in value of all votes cast by Creditors;

Property and Economic Damages Claims shall, in the aggregate, represent no more than 8.3% in value of all votes cast by Creditors (\$75,000,000.00);

Subrogated Insurer Claims shall, in the aggregate, represent no more than 3.8% (\$33,701,330.00) in value of all votes cast by Creditors;

Government Claims shall, in the aggregate, represent no more than 48.5% (\$435,626,775.00) in value of all votes cast by Creditors;

Non-Derailment Claims shall, in the aggregate, represent no more than 6.1% (\$55,046,528.00) in value of all votes cast by Creditors;

[45] **ORDERS** that each vote within its given Voting Claim Category, subject to the maximum total value attributed to such Voting Claim Category under the Plan and as set forth in paragraph 44 hereof, will be valued at an amount that is proportional to the face value of the corresponding Proof of Claim versus the face value of all Proofs of Claim filed in a given Voting Claim Category, the whole in accordance with the following formula:

$$\frac{\text{Face value of the Creditor's Proof of Claim}}{\text{Aggregate face value of all Proofs of Claim in the relevant Voting Claim Category}} \times \text{Maximum total value attributed to relevant Voting Claim Category as set forth in paragraph 7 hereof} = \text{Value of the Creditor's Voting Claim}$$

Creditors' Meeting

[46] **DECLARES** that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting at the Centre Sportif Mégantic in the City of Lac-Mégantic, Québec, for the purpose of considering and, if appropriate, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for every Voting Claim, to be valued in accordance with paragraphs 44 and 45 hereof) to adjourn the Creditors' Meeting to a later date;

[47] **DECLARES** that the only Persons entitled to attend and speak at the Creditors' Meeting are Voting Creditors, their legal representatives and their proxy holders,

representatives of the Petitioner, representatives of the Monitor, the Chair (as defined below) and their respective legal and financial advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair;

- [48] **ORDERS** that any proxy which any Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment thereof) must be substantially in the form attached hereto as Schedule B (or in such other form acceptable to the Monitor or the Chair) and be received by the Monitor before the beginning of the Creditors' Meeting;
- [49] **DECLARES** that the quorum required at the Creditors' Meeting shall be one Creditor present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;
- [50] **DECLARES** that the only Persons entitled to vote at the Creditors' Meeting shall be:
- (a) Subject to subparagraph (b), Voting Creditors and their proxy holders;
 - (b) Class Representatives on behalf of Class Members (as defined in the Representation Order) who qualify as Voting Creditors, except for those Class Members having opted out of class representation pursuant to the Representation Order within the prescribed delay;
- [51] **ORDERS** that Creditors eligible to file Bodily Injury and Moral Damages Claims, as well as Property and Economic Damages Claims, in the CCAA Proceeding but that opted to only file their proofs of claim in the Bankruptcy Case shall be deemed, for voting and distribution purposes only, to have filed said proofs of claim in the CCAA Proceeding (the "**Deemed Filing**");
- [52] **ORDERS** that, should any Deemed Filing proof of claim be subject to dispute, such dispute would be resolved within the scope of the Bankruptcy Case, where the holders of such Deemed Filing proofs of claim opted to file same;
- [53] **ORDERS** that the Protective Proof of Claim shall be admitted for voting purposes, subject to paragraphs 44 and 45 hereof, and the votes of Creditors benefiting therefrom shall be cast by the Class Representatives, except for those Creditors having opted out of class representation pursuant to the Representation Order within the prescribed delay. Said creditors may vote individually or by proxy based on the value attributed to their claim in the Protective Proof of Claim, the whole subject to paragraphs 44 and 45 hereof;
- [54] **DECLARES** that a Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;
- [55] **ORDERS** that the results of any and all votes conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting;
- [56] **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting (the "Chair") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. Petitioner and any Creditor may appeal from

any decision of the Chair to the Court, within five (5) Business Days of any such decision;

- [57] **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote with respect to the Plan and any amendments, variations or supplements thereto as the Petitioner may consider appropriate;
- [58] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
- [59] **ORDERS** that in the absence of instruction to vote for or against the approval of the Plan in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Plan;
- [60] **ORDERS** that any resolution to be voted on at the Creditors' Meeting to approve, amend, vary or supplement the Plan, will be decided by the majority of votes representing two-thirds (2/3) in value (one vote for every Voting Claim, to be valued in accordance with paragraphs 44 and 45 hereof) on a vote by ballot, and that any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority of votes cast on a vote by a show of hands, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of ballot;

Notification Procedure

- [61] **ORDERS** that the Notice to Creditors, which is hereby approved, shall be published twice by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than May 23, 2015;
- [62] **ORDERS** that, on or before 5:00 p.m. Montréal time on May 15, 2015, the Monitor shall publish on the Monitor's Website and send to the Service List the following documents (collectively, the "Meeting Materials"):
- (a) the Notice to Creditors (in English and French);
 - (b) the Plan (in English and French);
 - (c) a copy of the form of voting letter and Proxy (in English and French) for Creditors not represented by the Class Representatives, substantially in the form attached hereto as Schedule B; and
 - (d) the Monitor's report on the Plan (in English and French);
 - (e) the Chapter 11 Plan of Liquidation and Disclosure Statement filed in the Bankruptcy Case (the "U.S. Plan");
 - (f) a copy of the present Order (in French and English);
- [63] **ORDERS** that Petitioner is hereby authorized to make such modifications, amendments or supplements ("Additional Information") to the Meeting Materials (other than the Plan which may be modified, amended or supplemented solely in

accordance with paragraph 43 hereof) as Petitioner may determine, and Petitioner shall distribute or make available such Additional Information by one or more of the following methods determined in its discretion in consultation with the Monitor: (i) posting on the Monitor's Website; (ii) news release; (iii) newspaper advertisement; (iv) pre-paid regular mail, email, fax or delivery (in person or by courier); (v) except for Proxies, distribution at the Creditors' Meetings; or (vi) such other reasonably practicable method in the circumstances.

[64] **ORDERS** that, in addition to the publications referred to in paragraphs 61 and 62 hereof, the Monitor shall send the following to all known Creditors, by prepaid regular mail, courier, fax or email, at the address appearing on a Creditor's Proof of Claim by no later than 5:00 p.m. (Montréal time) on or about May 21, 2015:

- (a) a copy of the Notice to Creditors (in English and French);
- (b) the Plan (in English and French);
- (c) a copy of the form of voting letter and Proxy (in English and French) for Creditors not represented by the Class Representatives, substantially in the form attached hereto as Schedule B;
- (d) the Monitor's report on the Plan (in English and French)
- (e) a copy of the present Order (in English and French);
- (f) a letter advising that a copy of the U.S. Plan may be obtained from the Monitor's Website;

[65] **ORDERS** that publication of a copy of the Notice to Creditors in the manner set out in paragraph 61, and publication of the Meeting Materials in accordance with paragraph 62 hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Creditors' Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

[66] **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;

Notices and Communications

- [67] **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:

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

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

- [68] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. 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 mail and one (1) Business Day after the document is sent by 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;

Sanction Hearing

- [69] **ORDERS** that the Monitor shall report to this Court no later than two (2) Business Days after the Creditors' Meeting with respect to:
- (a) the results of the voting to approve the Plan;
 - (b) any other matter which the Monitor considers relevant in view of the Sanction Hearing;

- [70] **ORDERS** that, subject to further order of this Court, if the Plan has been accepted in accordance with the terms of this Order, the Petitioner shall bring a motion presentable before this Court on June 17, 2015 (the "Sanction Hearing"), seeking an order approving and sanctioning the Plan (the "Canadian Approval Order");
- [71] **ORDERS** that a copy of the motion seeking the Canadian Approval Order be published on the Monitor's Website as soon as it is filed with this Court;
- [72] **ORDERS** that the Petitioner shall serve the motion seeking the Canadian Approval Order on the Service List no later than two (2) Business Days after the Creditors' Meeting and that such service should constitute good and sufficient service for the purpose of the Sanction Hearing upon all Persons entitled to receive such service;
- [73] **ORDERS** that any Person intending to object to the motion seeking the Canadian Approval Order shall file with this Court a written notice containing a description of its proposed grounds of contestation and shall effect service of same upon counsel to the Petitioner and the Monitor, and upon those Persons listed on the Service List, the whole no later than 4:30 p.m. (Montréal Time) two (2) Business Days after the service of the motion seeking the Canadian Approval Order;
- [74] **ORDERS** that in the event that the Sanction Hearing is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List are required to be served with notice of the adjourned, postponed or otherwise rescheduled date;
- [75] **ORDERS** that, notwithstanding anything in this Order to the contrary and subject to the entry of the Canadian Approval Order and U.S. Approval Order and such Approval Orders becoming Final Orders, the valuation of claims for voting purposes with respect to 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. 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, which U.S. Plan provides for distribution by the WD Trustee strictly in accordance with Schedule E to the Plan, which is also attached to the U.S. Plan; provided, however, this paragraph shall be subject to the U.S. Plan, or any subsequent U.S. plan, being amended (and the U.S. Approval Order containing an identical provision) to provide :
- (i) that no payment or distribution of any kind shall be made to any lawyer or counsel allegedly representing the holder of a Derailment Wrongful Death Claim (as defined in the U.S. Plan) unless such lawyer or counsel presents to the WD Trustee an executed engagement letter or similar document that entitles such lawyer or counsel to such fees or distribution, including any contingent fee (a "Derailment Wrongful Death Client Engagement Letter"); and
 - (ii) that no such distribution or payment shall be made by the WD Trustee if:
 - (a) the Derailment Wrongful Death Client Engagement letter has been held to be invalid or inoperative by a final order or ruling entered in any proceeding (including an administrative proceeding) initiated by a party with standing disputing the rights of such lawyer or counsel to fees before any court, administrative tribunal or other

forum with jurisdiction over such agreements, in the United States or Canada, (collectively a "Proceeding"), in which there was a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter; or

(b) any Proceeding is pending in which there is a challenge to the validity or operation of the Derailment Wrongful Death Client Engagement Letter, unless and until such Proceeding has been concluded by a final order or ruling in favor of the lawyer or counsel involved, and then the distribution to the lawyer and counsel shall be limited by the terms of any such final order or ruling issued in such Proceeding, to the extent such order or ruling contains any such limitations.

Holders of Derailment Wrongful Death Claims involved in a Proceeding shall receive the portion of their distributions on account of their Derailment Wrongful Death Claim not in dispute in such Proceeding at the same time and in the same manner as the holders of other Derailment Wrongful Death Claims not involved in a Proceeding.

Nothing in this paragraph 75 is intended to limit or can be interpreted as limiting the exercise by the CCAA Court of its jurisdiction in connection with the CCAA Proceeding, including in connection with the approval of the Plan.

Aid and Assistance of Other Courts

[76] **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;

General Provisions

[77] **ORDERS** that for the purposes of this Order, 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;

[78] **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;

[79] **DECLARES** 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;

[80] **ORDERS** the provisional execution of this Order notwithstanding appeal;

[81] **THE WHOLE** without costs.

Sherbrooke, _____

Honourable Gaétan Dumas, J.S.C.

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SCHEDULE A

(to the Creditors' Meeting Order)

RICHTER

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

COUR SUPÉRIEURE

(Chambre commerciale)

(Siégeant en tant que tribunal désigné en vertu de la
*Loi sur les arrangements avec les créanciers des
compagnies (Canada) 1985, c. C-36, telle qu'amendée*)

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

MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE

Débitrice

- et -

RICHTER GROUPE CONSEIL INC.

Contrôleur

**AVIS AUX CRÉANCIERS DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
(LA « DÉBITRICE ») CONCERNANT
L'ASSEMBLÉE DES CRÉANCIERS ET L'AUDIENCE SUR L'HOMOLOGATION**

AVIS est par les présentes donné aux créanciers de la Débitrice que la Débitrice a, le 31 mars 2015, déposé un plan de transaction et d'arrangement (le « Plan ») en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* qui sera soumis à un vote lors de l'assemblée des créanciers qui se tiendra le 9 juin 2015 à 14 h au Centre sportif Mégantic, situé dans la Ville de Lac-Mégantic.

Une copie du Plan, un avis de l'heure et du lieu de l'assemblée des créanciers, l'Ordonnance relative à la procédure de résolution des réclamations, les formulaires de votation et de procuration ainsi que toute autre information pertinente seront envoyés par la poste aux créanciers qui ont déposé leur **Preuve de réclamation auprès du Contrôleur, Richter Groupe Conseil Inc., au plus tard à 17 h (heure de l'Est), le 13 juin 2014, ou le 14 juillet 2014 mais seulement pour les réclamations découlant d'un décès.** Tous ces documents se trouvent également sur le site Web du Contrôleur à l'adresse : <http://www.richter.ca/fr-ca/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>.

Le Contrôleur tiendra des séances d'information (les « Séances d'information ») afin d'expliquer le Plan aux créanciers et aux résidents de Lac-Mégantic le 27 mai 2015 à 14 h et le 3 juin 2015 à 18 h, au Centre sportif Mégantic. Les résidents et les créanciers sont invités à y assister.

Une assemblée des créanciers (l'« Assemblée ») aura lieu le 9 juin 2015 à 14 h au Centre sportif Mégantic. Les créanciers ayant droit de voter à l'Assemblée peuvent accepter le Plan tel quel ou tel que modifié lors de l'Assemblée ou avant celle-ci. Si le Plan est accepté par une majorité en nombre représentant les deux tiers en valeur des Créanciers présents et votant soit en personne, soit par procuration, et s'il est par la suite homologué par la Cour supérieure du Québec (la « Cour »), le Plan liera tous les créanciers et toutes les Personnes (tels que définis dans le Plan). La mise en œuvre du Plan est conditionnelle, entre autres, à l'émission d'une ordonnance d'approbation aux États-Unis qui devra reconnaître l'application du Plan aux États-Unis ou à une homologation du Plan de liquidation aux États-Unis déposé par Chemin de fer Montréal, Maine & Atlantique (« MM&A É.-U. »), la société mère de la Débitrice.

T. 1-866-845-8958
mmaclalms@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Mtl (Qc) H3A 0G6
www.richter.ca

Montréal, Toronto



Une requête visant l'homologation du Plan sera présentée à la Cour le ● juin 2015 à 10 h, Salle 1, Palais de justice de Sherbrooke, 375, rue King Ouest, Sherbrooke QC J1H 6B9.

Les créanciers doivent prendre note que le Plan constituera une quittance totale à l'égard de toute réclamation ou de tout droit d'action, passé, présent ou futur, lié au déraillement du 6 juillet 2013 à Lac-Mégantic contre les Tiers désignés comme défenderesses qui ont accepté de contribuer au Fonds d'indemnisation mis en place aux termes du Plan au bénéfice des créanciers et qui sont énumérés à l'Annexe A du Plan. Les créanciers doivent également prendre note que le ● juin 2015, la Débitrice requerra une ordonnance de la Cour afin de définitivement interdire la mise en application, la poursuite, la continuation ou le commencement de toute telle réclamation et ou de tout tel droit d'action lié au déraillement contre lesdits Tiers désignés comme défenderesses qui ont accepté de contribuer au Fonds.

Le rapport du Contrôleur portant sur le Plan en plus d'être envoyé par la poste à tous les Créanciers, sera distribué lors des Séances d'information et à l'Assemblée et est accessible sur le site Web du Contrôleur.

En plus du Plan, le Contrôleur souhaite informer tous les créanciers que le 31 mars 2015, MM&A É.-U. a déposé un Plan de liquidation et un Document d'information. Une audience visant l'approbation du Document d'information est prévue le ● juin 2015 à ● à la Bankruptcy Court of Maine, 537 Congress Street, Portland MA, USA. Une copie du Plan de liquidation et du Document d'information en vertu du Chapitre 11 est accessible sur le site Web du Contrôleur.

Fait à Montréal ce ●^e jour de ● 2015.

Richter Groupe Conseil Inc.
Contrôleur désigné par la Cour

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF ST-FRANÇOIS
COURT NO. 450-11-000167-134
ESTATE NO. 0000164-2013-QC

SUPERIOR COURT
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C. 1985,
c. C-36, as amended)

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

MONTREAL, MAINE & ATLANTIC CANADA CO.

Debtor

- and -

RICHTER ADVISORY GROUP INC.

Monitor

NOTICE TO THE CREDITORS OF MONTREAL, MAINE & ATLANTIC CANADA CO.
(THE "DEBTOR") OF
THE MEETING OF CREDITORS AND THE SANCTION HEARING

NOTICE is hereby given to the Creditors of the Debtor that on March 31, 2015, the Debtor filed a Plan of Compromise and Arrangement ("Plan") pursuant to the *Companies' Creditors Arrangement Act* which is to be voted on at a Meeting of the Creditors to be held on June 9, 2015, at 2:00 p.m., at the Centre Sportif Mégantic, located in the city of Lac-Mégantic.

A copy of the Plan, Notice of the Time and Place of the Creditors' Meeting, the Claims Resolution Order, the Proxy and the Voting Letter, and related information is being mailed to Creditors who had previously filed their **Proof of Claim with the Monitor, Richter Advisory Group Inc., before 5:00 p.m. (Montreal time) on June 13, 2014 or by July 14, 2014 solely for the claims resulting in a death.** All the above information is also on the Monitor's website at: <http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>.

The Monitor will conduct information sessions ("Information Sessions") to explain the Plan to the Creditors and residents of Lac-Mégantic on May 27, 2015 at 2:00 p.m. and on June 3, 2015 at 6:00 p.m. at the Centre Sportif Mégantic. Residents and Creditors are encouraged to attend.

A Creditors Meeting ("Meeting") will be held on June 9, 2015 at 2:00 p.m. The Creditors qualified to vote at the Meeting may accept the Plan as proposed or as altered or modified at or prior to the Meeting. If so accepted by a majority in number and representing two thirds in value of the Creditors present and voting either in person or by proxy, and then sanctioned by the Superior Court of Quebec ("Court"), the Plan will be binding on all the Creditors and Persons (as defined in the Plan). A condition precedent to the implementation of the Plan is the issuance of an Approval Order in the U.S. which recognizes and enforces the Plan in the U.S. or a sanction by the Court of the U.S. Plan of Liquidation filed by the Debtor's parent company, Montreal, Maine & Atlantic Railway Ltd.

An application to seek sanction of the Plan will be brought before the Court on June 9, 2015 at 10:00 a.m., in Room 1 of the Sherbrooke Courthouse, located at 375 King Street West, Sherbrooke QC J1H 6B9.

Creditors should take note that the Plan provides for the complete and full release of any and all past, present and future claims and rights of action in connection with the July 6, 2013, Derailment in Lac-Mégantic against the Third Party Defendants who accepted to make a contribution towards the Indemnity Fund created under the Plan to the benefit of the creditors, which are identified in Schedule A to the Plan. Creditors should further take note that on June ●, 2015 the Debtor will seek an order from the Court permanently forbidding the enforcement, prosecution, continuation and/or commencement of any such claim and rights of action in connection with the Derailment against the said contributing Third Party Defendants.

The Monitor's report on the Plan in addition to being mailed to all Creditors will be available at the Information Sessions and at the Meeting and can be found on the Monitor's website.

In addition to the Plan, the Monitor wishes to inform all Creditors, that on March 31, 2015, Montreal Maine & Atlantic Railway Ltd. ("MMA US") filed its Plan of Liquidation and Disclosure Statement. A hearing for the approval of the Disclosure Statement is scheduled for June ●, 2015 at ● at the Bankruptcy Court of Maine located at 537 Congress Street in Portland, Maine. A copy of the Chapter 11 Plan of Liquidation and Disclosure Statement can be found on the Monitor's website.

Dated at Montreal, this ● day of ● 2015.

Richter Advisory Group Inc.
Court-appointed Monitor

SCHEDULE B

(to the Creditors' Meeting Order)

RICHTER

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE SAINT-FRANÇOIS

COUR SUPÉRIEURE

(Chambre commerciale)
(Siégeant en tant que tribunal désigné en vertu de la
Loi sur les arrangements avec les créanciers des
compagnies L.R.C. (1985), ch. C-36, telle
qu'amendée)

N° DE COUR : 450-11-000167-134
N° DE DOSSIER : 0000164-2013-QC

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

Débitrice

FORMULAIRE DE VOTATION ET DE PROCURATION POUR
MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE

Je/Nous, (nom du créancier), _____
de (adresse) _____

créancier visé par le Plan d'arrangement :

CRÉANCIERS DE MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE	
VOTE/VOTONS (cochez l'une des cases suivantes) :	MONTANT
<input type="checkbox"/> POUR l'acceptation du Plan de transaction et d'arrangement;	\$
<input type="checkbox"/> CONTRE l'acceptation du Plan de transaction et d'arrangement.	\$

FAIT À _____, ce ____^e jour de _____ 2015.

(Nom du créancier)

Signature de la personne autorisée ou de son
représentant autorisé par procuration
(indiquer le titre ou la fonction, le cas échéant)

Signature du témoin

(Nom en caractères d'imprimerie)

(Nom en caractères d'imprimerie)

NOTES : (1) Un créancier peut voter personnellement ou au moyen d'un formulaire de votation ou de procuration.
(2) Un créancier ne peut pas voter lors de l'assemblée au moyen d'un formulaire de votation ou de procuration, à moins qu'une Preuve de réclamation ait été soumise au Contrôleur avant 17 h, heure de Montréal, le 13 juin 2014 ou au plus tard le 14 juillet 2014 pour les victimes dans les cas de décès seulement, ou à moins d'une ordonnance de la Cour.

T. 1-866-845-8958
mmareclamations@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Mtl (Qc) H3A 0G6
www.richter.ca

Montréal, Toronto



FORMULAIRE DE PROCURATION POUR MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE

Par la présente, je/nous, (nom du créancier), _____

de (adresse) _____

créancier dont la réclamation s'élève à _____ \$ au titre du Plan de transaction et d'arrangement, nomme/nommons comme mon/notre représentant autorisé pour l'assemblée des créanciers qui aura lieu le 9 juin 2015 ou à toute autre date déterminée en cas d'ajournement de cette assemblée,

Cochez l'une des cases suivantes :

_____, représentant autorisé;
(nom)

Richter Groupe Conseil Inc., représentant autorisé.

Note : Si un créancier a nommé Richter Groupe Conseil Inc., le Contrôleur nommé par la Cour, à titre de son représentant autorisé, il est important de noter que, si le créancier n'a pas exprimé son vote au moyen du formulaire de votation, Richter Groupe Conseil Inc., à titre de représentant autorisé, votera en faveur de l'acceptation du Plan de transaction et d'arrangement. Si aucun fondé de pouvoir n'est nommé, le Contrôleur est réputé être le fondé de pouvoir.

Pour être valide, le présent formulaire de procuration doit être dûment rempli et signé, puis être retourné au Contrôleur avant le début de l'assemblée des créanciers.

Richter Groupe Conseil Inc.
1981, avenue McGill College, 12^e étage
Montréal (Québec) H3A 0G6

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

FAIT À _____, ce _____^e jour de _____ 2015.

(Nom du créancier)

Signature de la personne autorisée
(indiquer le titre ou la fonction, le cas échéant)

Signature du témoin

(Nom en caractères d'imprimerie)

(Nom en caractères d'imprimerie)

- NOTES : (1) Un créancier peut voter personnellement ou au moyen d'un formulaire de procuration ou de votation.
(2) Un créancier ne peut pas voter lors de l'assemblée, que ce soit au moyen d'un formulaire de procuration ou de votation, à moins qu'une Preuve de réclamation ait été soumise au Contrôleur **avant 17 h, heure de Montréal**, le 13 juin 2014 ou au plus tard le 14 juillet 2014 pour les victimes dans les cas de décès seulement, ou à moins d'une ordonnance de la Cour.

- (3) Afin qu'un fondé de pouvoir dûment autorisé puisse obtenir le droit de vote, il doit être lui-même un créancier ou un représentant autorisé désigné comme tel au moyen d'un formulaire de procuration dûment signé. Le nom du créancier doit être indiqué sur le formulaire de procuration.
- (4) Votre présence à l'assemblée n'est pas nécessaire si vous avez rempli et remis le présent formulaire de procuration ou le formulaire de votation avant le début de l'assemblée.
- (5) Le présent formulaire de procuration confère à la personne qui y est désignée le pouvoir discrétionnaire de voter sur tout amendement ou toute variation du Plan de transaction et d'arrangement.
- (6) Un créancier ne peut pas nommer son débiteur à titre de représentant autorisé par procuration afin que le débiteur obtienne le droit de vote lors de toute assemblée des créanciers.
- (7) Un créancier qui soumet un formulaire de procuration peut révoquer celui-ci au moyen d'un document signé par le créancier lui-même ou son représentant autorisé. L'annulation doit être transmise au Contrôleur au plus tard lors du dernier jour ouvrable avant l'assemblée.

RICHTER

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF ST-FRANÇOIS
COURT NO. 450-11-000167-134
ESTATE NO. 0000164-2013-QC

SUPERIOR COURT
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36, as amended)

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

Debtor

VOTING AND PROXY LETTER FOR MONTREAL, MAINE & ATLANTIC CANADA CO.

I/We, (name of creditor) _____

of (address) _____

creditor affected by the Plan of Compromise and Arrangement:

CREDITORS OF MONTREAL, MAINE & ATLANTIC CANADA CO.	
VOTE (Check one of the following boxes)	AMOUNT
<input type="checkbox"/> FOR the acceptance of the Plan of Compromise and Arrangement;	\$
<input type="checkbox"/> AGAINST the acceptance of the Plan of Compromise and Arrangement.	\$

DATED AT _____, this _____ day of _____, 2015.

(Name of creditor)

Signature of authorized person or its
authorized representative as per Proxy
(indicate title or function, if any)

Signature of witness

(Please print name)

(Please print name)

NOTES: (1) A creditor may vote either in person, by Voting Letter or by Proxy;
(2) A creditor cannot vote during the meeting, by Voting Letter or by Proxy unless a Proof of Claim had been submitted to the Monitor prior to 5:00 p.m., Montreal time, on June 13, 2014 or by July 14, 2014 solely for the Wrongful Death Victims or unless ordered by the Court.

T. 1-866-845-8958
mmaclaims@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Mtl (Qc) H3A 0G6
www.richter.ca

Montréal, Toronto



PROXY FORM FOR MONTREAL, MAINE & ATLANTIC CANADA CO.

I/We, (name of creditor) _____

of (address) _____

_____, creditor
having a claim in the amount of \$ _____ affected by the Plan of Compromise and
Arrangement, hereby name as my (our) authorized representative to the meeting of creditors that will be
held on June 9, 2015 or at any adjournment that may be decided upon:

Check one of the following boxes:

- _____, authorized representative;
(the name)
- Richter Advisory Group Inc., authorized representative.

Note: If a creditor has named Richter Advisory Group Inc., the Court-appointed Monitor, as his/her authorized representative, it is important to note that in the case that the creditor has not indicated his/her vote on the Voting Letter, Richter Advisory Group Inc., as authorized representative, will vote for the acceptance of the Plan of Compromise and Arrangement. If no proxy is specified, the Monitor is deemed to be the Proxy.

In order to be valid, this proxy must be duly completed and signed, and returned to the Monitor prior to the commencement of the Meeting of Creditors.

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

Attention: Claims Department
Facsimile: 1-800-246-1125
E-mail: mmaclaims@richter.ca

DATED AT _____, this _____ day of _____ 2015.

(Name of creditor)

Signature of authorized person
(indicate title or function, if any)

Signature of witness

(Please print name)

(Please print name)

- NOTES: (1) A creditor may vote either in person, by Proxy or by Voting Letter.
(2) A creditor cannot vote at the meeting, whether by Proxy or by Voting Letter unless a Proof of Claim had been submitted to the Monitor **prior** to 5:00 p.m., Montreal time, on June 13, 2014 or by July 14, 2014 solely for the Wrongful Death Victims or unless ordered by the Court.
(3) In order for a duly authorized person to have the right to vote, he/she must himself/herself be a creditor or be an authorized representative designated by a Proxy duly signed. The name of the creditor must appear in the Proxy.

- (4) Your presence will not be necessary at the meeting if you have completed and remitted this Proxy or the Voting Letter before the beginning of the meeting.
- (5) This Proxy confers discretionary authority upon the person designated herein to vote on any amendment or variation to the Plan of Compromise and Arrangement.
- (6) A creditor may not appoint its debtor as authorized representative by Proxy to vote at any meeting of creditors.
- (7) A creditor who gives a Proxy may revoke it by way of a document signed by him/her or his/her duly authorized Agent. The cancellation must be transmitted to the Monitor no later than the last working day prior to the meeting.