

CANADA

SUPERIOR COURT
(Commercial Division)

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, March 28, 2014

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

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

CLAIMS PROCEDURE ORDER

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 December 19, 2013 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, 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.

THE HONOURABLE GAETAN DUMAS, J.S.C.

APPENDIX "A"

CREDITOR MAILING LIST

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 Hermon 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 J0E 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 OUMET 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-ADIEN-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		DENIS & ROY INC. 1015 PRINCIPALE EST FARNHAM QC J2N 1M9	248.43
	ENTREPRISES ELECTRIQUES		LANCTOT 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 ESTRIE		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 claude.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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Creditor Type	Name	Attention	Address	Claim \$
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 RUISSEAU 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	
	SANI ESTRIE		530 RUE EDOUARD GRANBY QC J2G 3Z6	271.08
	SANITAIRE LAC-MEGANTIC		8191, ROUTE 204 FRONTENAC QC G6B 2S1	3,721.74
	SECURITE GRANBY INC.		1008 RUE MARCOUX GRANBY QC J2J 1E3	12,274.05
	SECURO-VISION		2285 DE LA METROPOLE LONGUEUIL QC J4G 1E5	187.00
	SENEY ELECTRIQUE INC.		1771 PRINCIPALE EST FARNHAM QC J2N 1N5	7,530.86
	SESSENWEIN INC.		2205 BOUL. HYMUS BLVD. DORVAL QC H9P 1J8	9,423.35
	SIGNALISATION DE L'ESTRIE INC.		520 RUE PEPIN SHERBROOKE QC J1L 2Y8	35.53
	SOGETEL INC.		111 RUE DE 12-NOVEMBRE NICOLET QC J3T 1S3	136.41
	ST. LAWRENCE & ATLANTIC RR		M2118 C.P.11500 SUCC. CENTRE-VILLE MONTREAL QC H3C 5N7	50,422.58

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

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

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

En vertu de l'Ordonnance rendue par la Cour supérieure le 28 mars 2014 (« Ordonnance »), ayant trait aux réclamations contre Montréal, Maine & Atlantique Canada Cie « MM&A », avis est par les présentes donné aux créanciers de MM&A 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, heure de Montréal (« Date limite de dépôt des réclamations/Claims Bar Date »), au 1981, avenue McGill College, 12^e étage, Montréal (Québec) H3A 0G6.

L'Ordonnance lie tous les créanciers (« Créanciers/Creditors ») ayant droit à une réclamation (« Claim »).

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

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, heure de Montréal. Les Créanciers qui n'auront pas déposé une Preuve de réclamation avant la Date limite de dépôt des réclamations conformément à l'Ordonnance, 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 ayant trait à ces procédures, y compris le Plan, (iii) ne seront pas en droit de faire valoir leur réclamation contre MM&A ou MM&AR, et (iv) ne seront pas en droit de recevoir quelque distribution que ce soit aux termes du Plan ou autrement dans le cadre de ces procédures.

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^e étage
Montréal (Québec) H3A 0G6**

**À l'attention de :
Télécopieur :
Courriel :**

**Service des réclamations
1- 800-246-1125
mmareclamations@richter.ca**

Toute réclamation envoyée par télécopieur, par messagerie ou par courriel sera réputée avoir été reçue par le Contrôleur dès sa réception. Toute réclamation envoyée par courrier sera réputée avoir été reçue par le Contrôleur à la date d'oblitération de la poste.

De plus, le 28 mars 2014, la Cour supérieure a rendu une Ordonnance de représentation nommant MM. Yannick Gagné, Guy Ouellet, Serge Jacques et Louis-Serge Parent et leurs conseillers juridiques (Daniel Larochelle, Consumer Law Group Inc., Rochon Genova LLP et Paliare Roland Rosenberg Rothstein LLP (« Conseiller juridique du groupe de créanciers »)) à titre de Représentants des Membres du groupe de créanciers (selon la définition donnée dans l'Ordonnance de représentation) dans le cadre des procédures d'insolvabilité au Canada, 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 Membres du groupe de créanciers dans le cadre des procédures d'insolvabilité au Canada doivent exercer leur option de refus de représentation. Les créanciers qui souhaitent exercer leur option de refus de représentation peuvent le faire en remplissant l'Avis de refus de représentation compris dans la trousse de réclamation, 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 de créanciers 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 séances d'information se tiendront à Lac-Mégantic les :

- 16 avril 2014 à ● au ●
- 17 avril 2014 à ● au ●
- 23 avril 2014 à ● au ●
- 24 avril 2014 à ● au ●

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

**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 APPOINTMENT OF CLASS MEMBERS REPRESENTATIVES**

Pursuant to the Claims Order granted by the Superior Court on March 28, 2014, (the "Order") concerning claims against Montreal, Maine & Atlantic Canada Co. ("MM&A"), notice is hereby given to the creditors of MM&A 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, 12th floor, Montréal, Québec, H3A 0G6.

The Order is binding on all Creditors with a Claim.

Derailment Claims will be deemed as having been filed concurrently in both the Canadian (with respect to MM&A) and the United States (with respect to Montreal, Maine & Atlantic Railway Ltd. ("MM&AR")) insolvency proceedings if the creditor indicates in his proof of claim that his claim is directed against these two companies. All claims other than Derailment Claims must be filed in the Canadian proceedings and in the United States if the creditor also wants to claim against MM&AR.

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., Montréal time. Creditors who will not have filed a Proof of Claim by the Claims Bar Date, in compliance with the Order (i) shall not be entitled to participate as Creditors in these proceedings, (ii) shall not be entitled to vote on any matter relating to these proceedings, including the Plan (iii) shall not be entitled to assert their Claim against MM&A or MM&AR and (iv) 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, 12th floor
Montréal, Québec H3A 0G6**

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

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

In addition, on March 28, 2014, the 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 ("Class Counsel")) as 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:

- 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...;
- 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;
- 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 Class Members 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 with the Monitor, individual proofs of claim by the Claims Bar Date.

Information sessions will be held in Lac-Mégantic, Quebec on:

- April 16, 2014 at ● at the ●
- April 17, 2014 at ● at the ●
- April 23, 2014 at ● at the ●
- April 24, 2014 at ● at the ●

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

APPENDIX "C"

PROOF OF CLAIM