

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUÉBEC  
DISTRICT OF ST-FRANÇOIS  
N°: 450-11-000167-134

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

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

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

PETITIONER

and

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

MONITOR

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**MOTION FOR AN ORDER FOR THE CONVENING, HOLDING AND CONDUCT OF A  
CREDITORS' MEETING AND FOR A TWELFTH EXTENSION OF THE STAY PERIOD  
(Sections 4, 9, 10 and 11 *et seq.* of the *Companies' Creditors Arrangement Act*,  
R.S.C. 1985, c. C-36 ("CCAA"))**

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**TO THE HONORABLE JUSTICE GAÉTAN DUMAS OF THE SUPERIOR COURT, SITTING IN  
THE COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF  
SAINT-FRANÇOIS, THE PETITIONER RESPECTFULLY SUBMITS THE FOLLOWING:**

**I. INTRODUCTION**

1. On July 6, 2013, a train operated by Montreal Maine & Atlantic Canada Co. ("**MMAC**") derailed in the city of Lac-Mégantic, Quebec, Canada, causing numerous fatalities, bodily injuries, psychological and moral damages to thousands of people, and extensive property and environmental damages (the "**Derailment**");
2. Numerous claims have been made against MMAC and its parent company, Montreal, Maine & Atlantic Railway Ltd ("**MMA**"), arising out of the Derailment;
3. On August 7, 2013, MMA filed a voluntary petition in the United States Bankruptcy Court, District of Maine (the "**Bankruptcy Court**") for relief under Chapter 11 of the U.S. Bankruptcy Code (the "**Bankruptcy Case**");
4. On August 8, 2013, the Honourable Justice Castonguay of the Quebec Superior Court (the "**CCAA Court**") granted an initial order in respect of MMAC (the "**Initial Order**") pursuant to the CCAA and Richter Advisory Group Inc. (Richter Groupe Conseil Inc.) was appointed as monitor of MMAC (the "**Monitor**");

5. On August 21, 2013, the United States Trustee appointed Robert J. Keach to serve as trustee in the Bankruptcy Case (the "**Trustee**");
6. Pursuant to the Initial Order, a stay of proceedings was ordered until and including September 6, 2013 (the "**Stay Period**"). That Stay Period has since been extended by this CCAA Court on eleven (11) previous occasions with the most recent extension having been granted until May 15, 2015 pursuant to an order dated as of January 12, 2015, the whole as appears from the Court record;
7. On April 4, 2014, the CCAA Court issued a Claims Procedure Order that was subsequently amended on June 13, 2014 (as amended, the "**Claims Procedure Order**"), whereby a Claims Bar Date was established and creditors were called upon to file their claims;
8. The purpose of the Claims Procedure Order was essentially to allow MMAC and the Monitor to assess the total breadth of claims. Said order provided that the procedure for the review and determination of claims, as well as for the calling, holding and conduct of a creditors' meeting, would be established by further order of the CCAA Court;
9. Through the concerted and coordinated efforts of MMAC, the Monitor and the Trustee, with the involvement of those creditors that hold an overwhelming majority of the votes in respect of the Plan, namely the Province of Quebec, the Class Representatives and the Wrongful Death Victims (collectively, the "**Major Stakeholders**"), predicated on constituting an indemnity fund with a view to providing compensation for the victims of the Derailment, a *Plan of Compromise and Arrangement* (the "**Plan**") was filed on March 31, 2015;
10. Note that all capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Plan;

## II. ORDER SOUGHT

11. Following the filing of the Plan, MMAC hereby seeks orders:
  - a) for the convening, holding and conduct of a creditors' meeting to vote on the Plan (the "**Creditors' Meeting**"), the whole substantially in the form of the draft Creditors' Meeting Order attached hereto as **Exhibit R-1** (the "**Draft Meeting Order**");
  - b) extending the Stay Period until December 15, 2015;

## III. GROUNDS FOR THIS MOTION

12. As stated in previous motions to the CCAA Court, as well as in the Monitor's Twelfth and Thirteenth Reports, thousands of claims were filed pursuant to the Claims Procedure Order;
13. In many instances, the amounts claimed in respect of similar categories of claims varies significantly;

14. In an effort to proceed with a fair and timely distribution to creditors, MMAC and the Monitor, with the involvement of Major Stakeholders, has structured the Plan based on a preliminary analysis of claims;

**Categories of claims**

15. The Plan itself, at Articles 3 and 4, sets out the allocation of voting and distribution rights between the seven (7) different categories of claims. These categories are based on the nature of the claims and are as follows:
- a) Wrongful Death Claims;
  - b) Bodily Injury and Moral Damages Claims;
  - c) Property and Economic Damages Claims;
  - d) Subrogated Insurer Claims;
  - e) Government Claims;
  - f) Non-Derailment Claims; and
  - g) Indemnity Claims;
16. While claims have been divided into categories, the Plan provides that all creditors shall vote as a single class;
17. With respect to Wrongful Death Claims and Bodily Injury and Moral Damages Claims, the Plan provides for the valuation of claims according to a points system set out in Schedules E and F to the Plan, the whole irrespective of the amounts of the claims filed in said categories. This points system has been the subject of extensive discussions between the various interested parties, including the Major Stakeholders;
18. Using this points system, the Plan provides that Wrongful Death Claims, in the aggregate, would represent no more than 22.2% in value of all votes cast by creditors. Wrongful Death Claims have thus been attributed a maximum total value of \$200,000,000.00;
19. Also using this points system, the Plan provides that Bodily Injury and Moral Damages Claims, in the aggregate, would represent no more than 11.1% in value of all votes cast by creditors. Bodily Injury and Moral Damages Claims have thus been attributed a maximum total value of \$100,000,000.00;
20. The value of Property and Economic Damages Claims has been attributed based on a preliminary estimate that MMAC and the Monitor believe to be sufficiently accurate. In the aggregate, Property and Economic Damages Claims would represent no more than 8.3% in value of all votes cast by creditors for a maximum total value of \$75,000,000.00;
21. Following the preliminary analysis conducted by MMAC and the Monitor, the value of the Subrogated Insurer Claims represents the aggregate of all such claims filed by the Claims Bar Date (as defined in the Claims Procedure Order), namely \$33,701,330.00.

Subrogated Insurer Claims would thus represent no more than 3.8% in value of all votes cast by creditors for a maximum total value of \$33,701,330.00;

22. Also following the preliminary analysis conducted by MMAC and the Monitor, the value of Government Claims represents the aggregate of all such claims filed by the Claims Bar Date (as defined in the Claims Procedure Order) after adjustment for duplication;
23. Government Claims would thus represent no more than 48.5% in value of all votes cast by creditors for a maximum total value of \$435,626,775.00;
24. As set forth in the Plan, Non-Derailment Claims are not entitled to distribution thereunder. As a consequence, the holders of such claims will be deemed to vote against the Plan. For voting purposes, the value of Non-Derailment Claims represents the aggregate face value of all such claims filed by the Claims Bar Date (as defined in the Claims Procedure Order). Non-Derailment Claims would thus represent no more than 6.1% in value of all votes cast by creditors;
25. Also according to the Plan, creditors having filed Indemnity Claims shall have no right to vote on the Plan and will not be eligible for distribution;

#### **Value of claims for voting purposes**

26. The Draft Meeting Order provides that the value of each vote within its given category, subject to the maximum total value attributed to such category under the Plan and as set forth above, will be proportional to the face value of a given proof of claim versus the face value of all proofs of claim filed in a given category. For example:
  - a) The total face value of all Wrongful Death Claims is \$380,896,500.00. A claim with a face value of \$1,000,000.00 would thus represent 0.26% of the face value of all Wrongful Death Claims. As stated above, Wrongful Death Claims have been attributed a maximum total value of \$200,000,000.00. As such, a \$1,000,000.00 claim would be valued at \$520,000.00 for voting purposes, or 0.26% of \$200,000,000.00;
  - b) The total face value of all Bodily Injury and Moral Damages Claims is \$767,117,841.00. A claim with a face value of \$1,000,000.00 would thus represent 0.13% of the face value of all Bodily Injury and Moral Damages Claims. As stated above, Bodily Injury and Moral Damages Claims have been attributed a maximum total value of \$100,000,000.00. As such, a \$1,000,000.00 claim would be valued at \$130,000.00 for voting purposes, or 0.13% of \$100,000,000.00;
  - c) The total face value of all Property and Economic Damages Claims is \$218,039,625.00. A claim with a face value of \$1,000,000.00 would thus represent 0.46% of the face value of all Property and Economic Damages Claims. As stated above, Property and Economic Damages Claims have been attributed a maximum total value of \$75,000,000.00. As such, a \$1,000,000.00 claim would be valued at \$345,000.00 for voting purposes, or 0.46% of \$75,000,000.00;

27. According to the Plan, Subrogated Insurer Claims, Government Claims and Non-Derailment Claims would be valued for voting purposes at 100% of their face value, after adjustment for duplication with respect to Government Claims;

#### **Voting by Class Members through Class Representatives**

28. Pursuant to the Representation Order of April 4, 2014, the Class Action Petitioners, or the Class Counsel on their behalf, have the power to bind Class Members (each as defined in the Representation Order) in respect of the Plan. As such, the Draft Meeting Order provides that the Class Representatives shall vote on behalf of such creditors;
29. Those having opted out of class representation pursuant to the Representation Order may vote individually or by proxy;

#### **Creditors having filed claims only in the Bankruptcy Case**

30. As disclosed to the CCAA Court on previous occasions, numerous creditors having Bodily Injury and Moral Damages Claims, as well as Property and Economic Damages Claims, opted to only file their claims in the Bankruptcy Case and did not file claims in these CCAA proceedings. This decision appears to be motivated by a fear of the possible effect that their voluntary and direct involvement in these CCAA proceedings could have on their U.S. lawsuits against potentially liable third parties;
31. In order to ensure that such creditors, who are all victims of the Derailment in one way or another, are not prejudiced by their decision, MMAC requests that their claims filed in the Bankruptcy Case be deemed filed in the CCAA proceedings as well (the "**Deemed Filing**"); however, such Deemed Filing would be limited to voting and distribution purposes, the whole as more fully outlined in the Draft Meeting Order;
32. As such, should any Deemed Filing claim be subject to dispute, such dispute would be resolved within the scope of the Bankruptcy Case, where such creditors opted to file their claims;
33. The majority of creditors with Wrongful Death Claims also opted to only file their claims in the Bankruptcy Case for what appears to be a fear of the possible effect that their voluntary and direct involvement in these CCAA proceedings could have on their U.S. lawsuits against potentially liable third parties;
34. Upon the hearing of the motion for the Claims Procedure Order, it was known that many Wrongful Death Victims (as defined in the Representation Order) would not file in the CCAA proceedings for the reasons set out above. Because these creditors are the primary victims of the Derailment, MMAC requested and obtained, as part of the Claims Procedure Order, an order permitting the Class Representatives to file a protective proof of claim (the "**Protective Claim**") on behalf of the Wrongful Death Victims (see paragraph 6 of the Claims Procedure Order). The Claims Procedure Order further provides that the Protective Claim shall be deemed null and void without further order of the 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 (as defined in the Claims Procedure Order);

35. According to the Draft Meeting Order, the Protective Claim would be counted for voting purposes and the votes of creditors benefiting therefrom would 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 Claim, the whole subject to the valuation mechanism referred to in paragraph 26(a) hereof;

#### **Scheduling of the Creditors' Meeting and approval of notices**

36. The Creditors' Meeting is to be scheduled for May 27, 2015 at 2:00 pm at the Centre-Sportif Mégantic in the City of Lac-Mégantic;
37. As appears from the Monitor's Sixteenth (16<sup>th</sup>) Report and from the schedules to the Draft Meeting Order, the Monitor will undertake the following steps after the issuance of the Creditors' Meeting Order to inform all creditors and interested parties of the filing of the Plan, information sessions, to be held in Lac-Mégantic, the Creditors' Meeting and the Plan sanction hearing:
- a) Placement of newspaper ads in the following newspapers – La Presse, L'Echo de Frontenac, La Tribune, The Sherbrooke Record and the Montreal Gazette, the whole in addition to newspaper ads to be placed by the Trustee in the United States;
  - b) Mailing to all known creditors and parties on the service list which shall include:
    - i) A copy of the Plan (in English and French);
    - ii) Voting letter and proxy letter (only for those who are not represented by the Class Representatives) (in English and French);
    - iii) Notification of the various information sessions and creditor meeting dates (in English and French);
    - iv) The Monitor's report on the Plan (in English and French);
  - c) Publication of all documents on the Monitor's website including the Chapter 11 Plan of Liquidation and Disclosure Statement.

#### **IV. EXTENSION OF THE STAY PERIOD**

38. As mentioned above, the Creditors' Meeting is schedule for May 27, 2015;
39. To the extent that the Plan is approved by the required majority of creditors, the Plan sanction hearing would be held on June 9, 2015 to request the Canadian Approval Order and the Class Action Order;
40. The parties must then await the expiry of the delays for appeal, as well as the issuance of the US Approval Order as a Final Order;

41. Once the Approval Orders and the Class Action Order have become Final Orders, the contributions of the various Released Parties will be payable within a delay of up to thirty (30) days;
42. Subject to the terms of the Plan, the Monitor will proceed with disbursement within forty-five (45) days of the receipt of said contributions;
43. Given this anticipated timeline and assuming that there will be no appeal of the Approval Orders, it is foreseeable that the Monitor will proceed with a distribution in accordance with the Plan in the Fall of 2015;
44. Therefore, the Petitioner is of the view that extending the Stay Period to December 15, 2015 is appropriate in the present circumstances as it would enable the implementation of the Plan, including the distribution to creditors;

**V. CONCLUSION**

45. In light of the foregoing, MMAC respectfully requests that the CCAA Court issue an order substantially in the form of the Draft Meeting Order;
46. Moreover, for reasons set forth above, MMAC requests that the Stay Period be extended to December 15, 2015;
47. The Monitor has indicated to the Petitioner that it supports the present motion, including the request to extend the Stay Period;
48. The Petitioner respectfully submits that the notices given of the presentation of the present Motion are proper and sufficient;
49. The present Motion is well founded in fact and in law;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO :**

**GRANT** the present *Motion for an Order for the Convening, Holding and Conduct of a Creditors' Meeting and for a Twelfth Extension of the Stay Period* (the "**Motion**");

**DECLARE** that the notices given of the presentation of the Motion are adequate and sufficient;

**ORDER** that the Stay Period, as defined in the Initial Order, be extended by this Court up to and including December 15, 2015, the whole subject to all the other terms of the Initial Order;

**DECLARE** that the Initial Order, as amended on August 23, 2013, September 4, 2013, October 9, 2013, January 23, 2014, February 11, 2014, February 25, 2014, March 12, 2014, April 29, 2014, June 30, 2014, September 24, 2014, November 24, 2014 and January 12, 2015 (amendment of the Stay Period) shall remain otherwise unchanged;

**ORDER** the provisional execution of the order notwithstanding any appeal, without the necessity of furnishing any security;

**ISSUE** a Creditors' Meeting Order substantially in the form of the draft order filed as Exhibit R-1;

**THE WHOLE** without costs, save and except in the event of contestation.

MONTREAL, April 10, 2015

  
**GOWLING LAFLEUR HENDERSON LLP**  
Attorneys for Petitioner



CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUÉBEC  
DISTRICT OF SAINT-FRANÇOIS  
N°: 450-11-000167-134

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

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

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

PETITIONER

and

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

MONITOR

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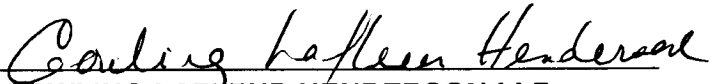
**NOTICE OF PRESENTATION**

TO: **SERVICE LIST**

**TAKE NOTICE** that the present *Motion for an Order for the Convening, Holding and Conduct of a Creditors' Meeting and for a Twelfth Extension of the Stay Period* will be presented for adjudication before the honourable Gaétan Dumas, j.s.c., of the district of Saint-François, on **April 15, 2015**, in **room 1** of the Sherbrooke Courthouse, located at 375, rue King Ouest, Sherbrooke, at 10:00 a.m. or so soon as counsel may be heard.

**DO GOVERN YOURSELVES ACCORDINGLY.**

MONTREAL, April 10, 2015

  
**GOWLING LAFLEUR HENDERSON LLP**  
Attorneys for Petitioner

**EXHIBIT R-1**

**SUPERIOR COURT  
(Commercial Division)**

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

**No: 450-11-000167-134**

**DATE:**

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

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**IN THE MATTER OF THE PLAN OF COMPROMISE OF:**

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

Debtor/Petitioner

-and-

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

Monitor

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**CREDITORS' MEETING ORDER**

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**SEEING** the Petitioner's *Motion for an order for the convening, holding and conduct of a creditors' meeting and for a twelfth extension of the stay period* (the "**Motion**") pursuant to Sections 4, 9, 10 and 11 et seq. of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") and the affidavit of Robert Keach in support thereof, the Monitor's 16<sup>th</sup> Report dated April ●, 2015 and the submissions of counsel to the Petitioner, the Monitor and other interested parties;

**GIVEN** the provisions of the Initial Order granted by this Court on August 8, 2013, as amended thereafter, and the Claims Procedure Order granted by this Court on April 4, 2014 and amended on June 13, 2014;

**GIVEN** the provisions of the CCAA;

**WHEREFORE, THE COURT:**

[1] **GRANTS** the Motion;

**Service**

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

**Definitions**

[3] **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) **"Chair"** has the meaning ascribed to it in paragraph 19 hereof;
- (b) **"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;
- (c) **"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;
- (d) **"Creditors"** means collectively all Persons having filed a Proof of Claim and **"Creditor"** means any one of them;
- (e) **"Creditors' Meeting"** means the meeting of Creditors to be held on the Meeting Date for the purposes of considering and voting on the Plan;
- (f) **"Determination Date"** means August 8, 2013;
- (g) **"Designated Newspapers"** means La Presse, L'Écho de Frontenac, La Tribune, The Sherbrooke Record and the Montreal Gazette;
- (h) **"Meeting Date"** means May 27, 2015 subject to any adjournment, postponement or other rescheduling or further order of this Court;
- (i) **"Meeting Materials"** shall have the meaning ascribed to such term in paragraph 25;
- (j) **"Monitor's Website"** means <http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co>;
- (k) **"Motion"** has the meaning ascribed to it in the preamble of this Creditor's Meeting Order;
- (l) **"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**;

- (m) **"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;
- (n) **"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"**;
- (o) **"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;
- (p) **"Proxy"** means a proxy substantially in the form of **Schedule B** hereto;
- (q) **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- (r) **"Representation Order"** means the Representation Order issued by this Court on April 4, 2014;
- (s) **"Sanction Hearing"** has the meaning ascribed to it in paragraph 33 hereof;
- (t) **"Service List"** means the service list posted on the Monitor's Website;
- (u) **"Voting Claim(s)"** has the meaning ascribed thereto in paragraph 7 hereof;
- (v) **"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"**;
- (w) **"Voting Creditor"** means a Creditor that holds a Voting Claim;

### **Interpretation**

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

### **CCAA Plan**

- [5] **ORDERS** that:

- (a) the Plan is hereby accepted for filing; and
- (b) Petitioner shall seek approval of the Plan in the manner set forth herein;

- [6] **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**

- [7] **ORDERS** that each Voting Creditor shall be entitled to vote and, for voting purposes:
- (a) 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;
  - (b) 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;
  - (c) 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);
  - (d) 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;
  - (e) Government Claims shall, in the aggregate, represent no more than 48.5% (\$435,626,775.00) in value of all votes cast by Creditors;
  - (f) 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;
- [8] **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 7 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**

- [9] **DECLARES** that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting at the Centre Sportif Mégantique in the City of Lac-Mégantique, 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 7 and 8 hereof) to adjourn the Creditors' Meeting to a later date;

- [10] **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;
- [11] **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;
- [12] **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;
- [13] **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;
- [14] **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**");
- [15] **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;
- [16] **ORDERS** that the Protective Proof of Claim shall be admitted for voting purposes, subject to paragraphs 7 and 8 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 7 and 8 hereof;
- [17] **DECLARES** that a Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;
- [18] **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;

- [19] **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;
- [20] **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;
- [21] **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;
- [22] **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;
- [23] **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 7 and 8 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**

- [24] **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 2, 2015;
- [25] **ORDERS** that, on or before 5:00 p.m. Montréal time on April 30, 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;



- (f) a copy of the present Order (in French and English);
- [26] **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 6 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.
- [27] **ORDERS** that, in addition to the publications referred to in paragraphs 24 and 25 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 6, 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 Chapter 11 Plan of Liquidation and Disclosure Statement filed in the Bankruptcy Case may be obtained from the Monitor's Website;
- [28] **ORDERS** that publication of a copy of the Notice to Creditors in the manner set out in paragraph 24, and publication of the Meeting Materials in accordance with paragraph 25 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;
- [29] **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**

- [30] **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

- [31] **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**

- [32] **ORDERS** that the Monitor shall report to this Court no later than three (3) 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;
- [33] **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 9, 2015 (the "**Sanction Hearing**"), seeking an order approving and sanctioning the Plan (the "**Canadian Approval Order**");
- [34] **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;
- [35] **ORDERS** that the Petitioner shall serve the motion seeking the Canadian Approval Order on the Service List no later than four (4) 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;
- [36] **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) three (3) Business Days after the service of the motion seeking the Canadian Approval Order;
- [37] **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;

#### **Aid and Assistance of Other Courts**

- [38] **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**

- [39] **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;
- [40] **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;

- [41] **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;
- [42] **ORDERS** the provisional execution of this Order notwithstanding appeal;
- [43] **THE WHOLE** without costs.

Sherbrooke, \_\_\_\_\_

\_\_\_\_\_  
Honourable Gaétan Dumas, J.S.C.

# **Schedule A**

(Creditors' Meeting Order)

# 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)

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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 considered at a Meeting of the Creditors on May 27, 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 Wrongful Death Victims ("Claims Bar Date"). 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.](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 13, 2015 at 2:00 p.m. and on May 20, 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 May 27, 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 at the Meeting, 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 entry of the U.S. Approval Order which recognizes and enforces the Plan and its sanction by the Court and/or sanctions and approves the acceptance of the U.S. Plan of Liquidation filed by the Debtor's parent company, Montreal, Maine & Atlantic Railway Ltd.

T. 1-866-945-8958  
mmclaims@richter.ca

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

Montréal, Toronto



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.

**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 contributing Third Party Defendants are identified in Schedule A to the Plan. Creditors should further take note that on June 9, 2015 the Debtor will seek an order from the Court permanently and automatically releasing, ongoing and 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 the Debtor's parent company 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 ●, 2015 at 10:30 a.m. 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.

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

Dated at Montreal, this ● day of ● 2015.

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

# **Schedule B**

(Creditors' Meeting Order)



# 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.

Petitioner

---

## 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  
mmaclaine@richter.ca

Richter Groupe Conseil Inc.  
Richter Advisory Group Inc.  
1981 McGill College  
Mtl (Qc) H3A 0G6  
[www.richter.ca](http://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 May 27, 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)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
(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.

No. 450-11-000167-134

**SUPERIOR COURT  
(COMMERCIAL DIVISION)  
DISTRICT OF ST-FRANÇOIS**

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

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

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

Petitioner

and

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

Monitor

BL0052

**MOTION FOR AN ORDER FOR THE CONVENING, HOLDING AND CONDUCT OF A CREDITORS' MEETING AND FOR A TWELFTH EXTENSION OF THE STAY PERIOD**

**(Sections 4, 9, 10 and 11 et seq. of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C 36 ("CCAA"))**

ORIGINAL

Me Patrice Benoit  
**Gowling Lafleur Henderson LLP**

1 Place Ville Marie, 37<sup>th</sup> Floor

Montreal, Québec

Canada H3B 3P4

Tel.: 514-392-9550 / Fax: 514-876-9550

Patrice.benoit@gowlings.com

File No.: L134420004

INIT.: PB/cl

c/o 3511

CANADA

COUR SUPÉRIEURE

(Chambre commerciale)

PROVINCE DE QUÉBEC  
DISTRICT DE SAINT-FRANÇOIS  
N°: 450-11-000167-134

*(Loi sur les arrangements avec les créanciers des  
compagnies, L.R.C. C-36, telle qu'amendée)*

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

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

**Requérante**

et

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

**Contrôleur**

---

**ATTESTATION D'AUTHENTICITÉ**  
**Selon l'art. 82.1 du C.p.c.**

---

J'atteste que la copie de l'affidavit est conforme au facsimilé de cet acte reçu par télécopieur:

**Nature du document :** Affidavit de Robert J. Keach  
**Numéro de Cour :** 450-11-000167-134  
**Nom de l'expéditeur :** Robert J. Keach  
**Numéro du télécopieur émetteur :** 207-774-1127  
**Lieu de la transmission :** Portland, Maine  
**Date de la transmission :** Le 13 avril 2015  
**Heure de transmission :** 10h08

Montréal, ce 13 avril 2015

  
\_\_\_\_\_  
**Alexander Bayus**  
**GOWLING LAFLEUR HENDERSON SENCRL, SRL**

CANADA

**SUPERIOR COURT**  
(Commercial Division)

PROVINCE OF QUÉBEC  
DISTRICT OF SAINT-FRANÇOIS  
N°: 450-11-000167-134

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

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

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

PETITIONER

and

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

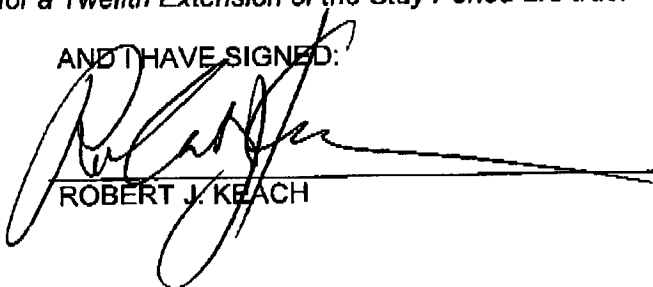
MONITOR

**AFFIDAVIT OF ROBERT J. KEACH**


I, the undersigned, Robert J. Keach, Shareholder of Bernstein Shur, doing business at 100 Middle Street, West Tower, Portland, Maine, USA, 04101, solemnly declare as follows:

1. I am the Chapter 11 Trustee to Montreal, Maine & Atlantic Railway Ltd., the sole shareholder of the Petitioner;
2. All the facts alleged in the present *Motion for an Order for the Convening, Holding and Conduct of a Creditors' Meeting and for a Twelfth Extension of the Stay Period* are true.

AND I HAVE SIGNED:

  
\_\_\_\_\_  
ROBERT J. KEACH

SWORN TO before me in Portland, Maine,  
this 13<sup>th</sup> day of April, 2015

  
\_\_\_\_\_  
Notary Public

AUBREY L. CUMMINGS  
Notary Public, Maine  
My Commission Expires October 21, 2017

