C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF ST-FRANÇOIS

N°:   450-11-000167-134

S U P E R I O R   C O U R T
(Commercial Division)

(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

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC RAILWAY, LTD.,

Debtor.

Chapter 11

Case No. 13-10670 (LHK)

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

WHEREAS on February 7, 2014, a Motion requesting a joint status conference (the "**Motion**") was filed by the Official Committee of Victims in the chapter 11 proceedings of Montreal, Maine & Atlantic Railway Ltd. (the "**US Proceedings**");

WHEREAS on February 7, 2014, the Monitor appointed under the proceedings filed by Montreal, Maine & Atlantic Canada Co. pursuant to the *Companies' Creditors Arrangement Act* (the "**Canadian Proceedings**") filed a Motion for directions supporting the request for a joint status conference;

WHEREAS, within the scope of the US Proceedings, Justice Louis Kornreich granted the Motion;

WHERAS, within the scope of the Canadian Proceedings, Justice Gaétan Dumas also granted the request for a joint status conference and rendered a judgment on February 17, 2014 declaring that a "joint procedural scheduling conference" would take place on February 26, 2014 at 10:00 a.m. at the US Courthouse, Bangor, Maine, USA before both the Quebec Superior Court, Commercial Division, and the United Bankruptcy Court for the District of Maine (the "**Joint Conference**");

WHEREAS, in both the Canadian Proceedings and US Proceedings, the Courts have ordered that the Joint Conference will take place *in camera* and that the presence of the media would not be permitted;

WHEREAS, in both the Canadian Proceedings and US Proceedings, the Courts have ordered that anyone participating in the Joint Conference must execute a confidentiality and non disclosure agreement;

NOW, THEREFORE, the undersigned parties have entered into the present Confidentiality and Non Disclosure Agreement in order to assure the strict confidentiality of all information obtained and/or exchanged within the scope of the Joint Conference;

Confidential Information

1.   "**Confidential Information**" shall refer to all documents and information disclosed or received during or in connection with the Joint Conference that is not otherwise already in the public domain.

Non Disclosure of Confidential Information

2.   The undersigned parties agree that all Confidential Information shall be kept in strict confidence and shall not be disclosed to any person except as specifically set out hereafter, nor shall it be used or permitted to be used outside of the Joint Conference.

3.   Each signatory shall have the right to disclose Confidential Information to its legal and financial advisors, as well as members of its firm or corporate entity; however, such disclosure shall be limited to those individuals who have a need to know the Confidential Information, who are informed of the confidential nature of the Confidential Information and who agree in writing to be bound by the terms and of conditions of this Agreement.

4.   The undersigned attorneys shall indicate the client (or clients) for which they act and shall have the right to disclose Confidential Information to said client; however, such disclosure shall be limited to those individuals who have a need to know the Confidential Information, who are informed of the confidential nature of the Confidential Information and who agree in writing to be bound by the terms and of conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non Disclosure Agreement as of the dates set out below.

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Client(s) :	Client(s) :
Date : February _____, 2014	Date : February _____, 2014

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