

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**APPLICATION FOR ORDER, PURSUANT TO SECTIONS 327 AND 328
OF THE BANKRUPTCY CODE, AUTHORIZING THE EMPLOYMENT
OF SHAW FISHMAN GLANTZ & TOWBIN LLC AS SPECIAL COUNSEL
TO THE TRUSTEE, NUNC PRO TUNC TO SEPTEMBER 11, 2013**

Robert J. Keach (the “Trustee”), the chapter 11 trustee in the above-captioned case, hereby requests that this Court enter an order approving the Trustee’s employment of Shaw Fishman Glantz & Towbin LLC (“Shaw Fishman”) as special counsel to the Trustee.

JURISDICTION, VENUE AND STATUTORY BASIS

1. This Court has jurisdiction to entertain this application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates and applicable rules relating to the relief sought herein are §§ 327(e) and 328(a) of the United States Bankruptcy Code, Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (hereinafter “Fed. R. Bankr. P.”) and Rules 2014-1, 2014-2, and 2014-3 of this Court’s local rules (the “Local Rules”).

BACKGROUND

2. On August 7, 2013 (the “Petition Date”), Montreal Maine & Atlantic Railway, Ltd., the above-captioned debtor (the “Debtor”), filed a voluntary petition for relief under chapter 11 of 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”). On August 21, 2013, the United States Trustee

(the “U.S. Trustee”) appointed the Trustee to serve in the Debtor’s Chapter 11 case (the “Case”) pursuant to 11 U.S.C. § 1163.

3. The Debtor is a Delaware corporation that, since January 2003, has operated in an integrated, international shortline freight railroad system (the “System”) with its wholly-owned Canadian subsidiary, Montreal Maine & Atlantic Co. (“MMA Canada”). The Debtor and MMA Canada have fully-integrated business operations and accounting, with the Debtor collecting most of the generated revenue and transferring to MMA Canada the funds required to pay its expenses.¹ On or about August 7, 2013, MMA Canada filed for protection from creditors in a concurrent proceeding under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “Canadian Case”).

4. The System has 510 route miles of track in Maine, Vermont and Quebec and operates from its head office in Hermon, Maine. The System is a substantial component of the transportation system of Northern Maine, Northern New England, Quebec, and New Brunswick. Prior to the Petition Date, the Debtor employed approximately 179 people and operated about 15 trains daily.

5. As set forth on the record by the Debtor’s counsel during the August 8, 2013 hearing, and as discussed in the *Affidavit of M. Donald Gardner, Jr. in Support of First Day Pleadings* [Docket No. 11] (the “Gardner Affidavit”), the Debtor’s bankruptcy case was precipitated by a derailment, on July 6, 2013, of an unmanned eastbound Debtor train with 72 carloads of crude oil and 5 locomotive units, in Lac-Mégantic, Quebec (the “Derailement”). The Derailement set off several massive explosions, destroyed part of downtown Lac-Mégantic, and is presumed to have killed 47 people.

¹ The historical facts relating to the Debtor are alleged upon the Trustee’s current information and belief. The Trustee was recently appointed and has not yet completed his investigation of the Debtor, its assets and business, or any other circumstances, including those leading to the commencement of the Case. The Trustee reserves his right to allege different facts if and when he becomes aware of new or different information.

6. Beginning on July 22, 2013, representatives and administrators of the estates of some of the victims commenced civil actions alleging wrongful death and personal injury tort claims relating to the Derailment. As of September 11, 2013, one case was pending in Illinois state court and nineteen other cases were pending before the United States District Court for the District of Illinois.

7. On September 11, 2013, the Trustee filed a motion seeking an order transferring the nineteen federal cases to this Court (the "Section 157(b)(5) Motion"). In accordance with D. Me. LBR 5005-1(b)(1), the Trustee requested that the Section 157(b)(5) Motion be referred to the Clerk for the United States District Court for the District of Maine. The Section 157(b)(5) Motion is still pending. No hearing date or objection deadlines have been established with respect to that motion.

RELIEF REQUESTED

8. Subject to the approval of this Court, the Trustee seeks to employ Shaw Fishman to serve as his local counsel in connection with Derailment-related litigation filed in Illinois state and federal courts, with such retention being effective as of September 11, 2013.

BASIS FOR RELIEF

9. Under section 327(e) of the Bankruptcy Code, a trustee is authorized to employ one or more attorneys to represent the trustee on specified matters as long as those attorneys do not hold or represent an interest adverse to the debtor or the estate with respect to the matter on which they are to be employed. 11 U.S.C. § 327(e). Under section 328(a) of the Bankruptcy Code, an attorney retained under section 327(e) may, with the Court's approval, be employed on any reasonable terms and conditions, including on retainer or on an hourly basis. 11 U.S.C. § 328(a).

10. As long as litigation relating to the Derailment is pending in Illinois, the Trustee will require the services of local counsel. Shaw Fishman is well-qualified to represent the Trustee

and the interests of the Debtor's estate in an efficient and timely manner as a result of its specialized knowledge with respect to Illinois state and federal courts and its significant experience in both commercial litigation and chapter 11 reorganization cases.

11. In accordance with Local Rule 2014-3, subject to this Court's approval, the Trustee seeks to retain Shaw Fishman nunc pro tunc to September 11, 2013, to serve as local counsel with regard to Derailment-related wrongful death and personal injury tort litigation commenced in Illinois state and federal courts.

12. A bankruptcy court has the discretion to grant a post facto application provided extraordinary circumstances justify the untimeliness of the application. In re Jarvis, 53 F.3d 416, 421 (1st Cir. 1985). Such factors include "whether the applicant was under time pressure to begin service without approval." Jarvis, 53 F.3d at 420-21 (*quoting In re F/S Airlease II, Inc.*, 844 F.2d 99, 105-06 (3d. Cir. 1988)). At least some of the Derailment-related litigation pending in Illinois commenced pre-petition. Due to the number and complexity of these cases and their potentially significant impact on the Debtor's estate, the Trustee has required Shaw Fishman's immediate attention to a number of time-sensitive procedural issues. Given the nature of the services Shaw Fishman is providing, and the relatively short delay in filing this application, the Trustee does not believe that the application is untimely. However, out of an abundance of caution, the Trustee seeks approval of his retention of Shaw Fishman retroactive to September 11, 2013 and the Trustee believes that, if it applies, Jarvis supports the relief requested.

13. To the best of the Trustee's knowledge, and pursuant to Fed. R. Bankr. P. 2014(a), the partners and employees of Shaw Fishman do not have any connection with, or any interest adverse to the Trustee, the Debtor, the Debtor's creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent certain connections are set forth herein or

in the Declaration of Brian Shaw in Support of the Application for Order, Pursuant to Sections 327 and 328 of the Bankruptcy Code, Authorizing the Employment of Shaw Fishman Glantz & Towbin LLC, as Special Counsel for the Trustee *Nunc Pro Tunc* to September 11, 2013 (the "Shaw Declaration") filed contemporaneously herewith. Moreover, the Trustee believes that Shaw Fishman does not represent or hold any interest adverse to the Debtor or its estate with respect to the litigation relating to the Derailment. Accordingly, Shaw Fishman qualifies as special counsel under section 327(e).

14. The Trustee understands that Shaw Fishman intends to apply to the Court for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Case in accordance with the applicable provisions of the Bankruptcy Code, the Fed. R. Bankr. P., the Local Rules, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330, and any applicable orders of the Court.

15. In accordance with Local Rule 2014-3, the Trustee, subject to approval by this Court, proposes to pay Shaw Fishman its customary hourly rates for representation of parties in reorganization cases in effect as set forth in the Shaw Declaration. These hourly rates are subject to change from time to time in accordance with Shaw Fishman's established billing practices and procedures. The Trustee submits that such rates are reasonable and should be approved by the Court, subject to a determination of amounts to be paid to Shaw Fishman upon application for allowance of compensation. Subject to Court approval, the Trustee also proposes to reimburse Shaw Fishman for its actual and necessary expenses incurred in representing the Trustee. Shaw Fishman professionals will maintain detailed records of time spent and any actual and necessary expenses incurred in connection with the rendering of their services by category and nature of the services rendered. Shaw Fishman also reserves the right to seek fee enhancements or bonuses to

the extent permitted under applicable law.

16. Shaw Fishman's hourly rates are set at a level designed to fairly compensate it for the work of its attorneys and paralegals, and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by Shaw Fishman from time to time. It is Shaw Fishman's policy in all areas of practice to charge its clients for all other expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, filing fees, transcript costs, Westlaw and other online research charges, messenger and delivery charges, photocopies, and travel costs. Shaw Fishman will charge the Trustee for these expenses in a manner and at rates consistent with charges made generally to its other clients, consistent with its standard practices and consistent with applicable local and administrative rules. Shaw Fishman believes that it is more equitable to charge these expenses to individual clients who incur them, rather than increasing the hourly rates and spreading the expenses among all clients.

17. Local Rule 2014-3 requires that a good faith estimate of a range of fees be set forth in retention applications, unless the range of fees is impossible to forecast. In light of the pending Section 157(b)(5) Motion, as well as other procedural concerns, it is impossible to provide an estimated range of fees at this time.

NOTICE

18. Notice of this application was served on the following parties on the date and in the manner set forth in the certificate of service: (1) the United States Trustee; (2) the Debtor's counsel; (3) the non-insider holders of the twenty (20) largest unsecured claims against the Debtor or, if applicable, the lawyers representing such holders; (4) applicable federal and state taxing authorities; (5) the holders of secured claims against the Debtor, or if applicable, the lawyers

representing such holders; and (6) others who have, as of the date of this application, entered an appearance and requested service of papers in the Case.

CONCLUSION

19. The services of Shaw Fishman are necessary to enable the Trustee to faithfully execute his duties under the Bankruptcy Code. Based upon Shaw Fishman's extensive experience and expertise, Shaw Fishman is well-qualified to represent the Trustee as local counsel in an efficient, cost-effective, and timely manner.

Dated: September 27, 2013

ROBERT J. KEACH,
CHAPTER 11 TRUSTEE OF MAINE
MONTREAL & ATLANTIC RAILWAY, LTD.

By his attorneys:

/s/ Michael A. Fagone, Esq.
Michael A. Fagone, Esq.
D. Sam Anderson, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
100 Middle Street
P.O. Box 9729
Portland, ME 04104
Telephone: (207) 774-1200
Facsimile: (207) 774-1127
E-mail: mfagone@bernsteinshur.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Chapter 11
Case No. 13-10670

**DECLARATION OF BRIAN L. SHAW, ESQ., IN SUPPORT OF THE
APPLICATION FOR ORDER, PURSUANT TO SECTIONS 327 AND 328
OF THE BANKRUPTCY CODE, AUTHORIZING THE EMPLOYMENT OF
SHAW FISHMAN GLANTZ & TOWBIN LLC, AS SPECIAL COUNSEL
TO THE TRUSTEE, NUNC PRO TUNC TO SEPTEMBER 11, 2013**

I, BRIAN L. SHAW, under penalty of perjury, say as follows:

1. I am a partner in the firm of Shaw Fishman Glantz & Towbin LLC ("Shaw Fishman"), 321 N. Clark Street, Suite 800, Chicago, Illinois 60654. I am admitted to practice law before the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, United States District Court for the Eastern District of Wisconsin, United States District Court for the Northern District of Indiana, United States Circuit Court of Appeals for the Seventh Circuit, United States Circuit Court of Appeals for the Eighth Circuit and the United States Supreme Court. I am authorized to make this Declaration on Shaw Fishman's behalf.

2. I submit this Declaration in the above-captioned chapter 11 case ("Case") of Montreal Maine & Atlantic Railway, Ltd. ("Debtor"), pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure ("Fed. R. Bankr. P") and Rule 2014-1 of the Local Bankruptcy Rules for the District of Maine ("Local Rules"), in support of Robert J. Keach's ("Trustee") Application for Order, Pursuant to Sections 327 and 328 of the Bankruptcy Code, Authorizing

the Employment of Shaw Fishman Glantz & Towbin LLC, as Special Counsel for the Trustee *Nunc Pro Tunc* to September 11, 2013.

3. This Declaration is based either upon my personal knowledge and belief, or upon client/matter and accounting records of Shaw Fishman reviewed by legal and administrative personnel of Shaw Fishman acting under my direction.

Disinterestedness of Professionals

4. The Trustee seeks to engage Shaw Fishman as counsel pursuant to Section 327(e) of the Bankruptcy Code. The proposed engagement letter is attached as **Exhibit A** to this Declaration. Insofar as I have been able to ascertain, neither Shaw Fishman, nor any partners or associates thereof, represents or holds any interest adverse to that of the Debtor with respect to the matters upon which the Trustee seeks to retain Shaw Fishman.

5. Neither Shaw Fishman, nor any partners or associates thereof, insofar as I have been able to ascertain, is so connected with any Bankruptcy Judge of the District of Maine, the United States Trustee for Region 1, or any person employed in the Office of the United States Trustee in Portland, Maine, as to render the appointment of Shaw Fishman as special counsel to the Debtors improper under Fed. R. Bankr. P. 5002(b).

6. Pursuant to Fed. R. Bankr. P. 2014(a), Shaw Fishman has conducted a search of its computerized database for its connection to the persons and entities listed on **Exhibit B** ("**Parties in Interest**") to this Declaration. Based on this conflicts search, Shaw Fishman's connections with the Parties in Interest are disclosed below. Shaw Fishman believes that none of those connections disqualify Shaw Fishman from serving as special counsel under Section 327(e) of the Bankruptcy Code.

7. Jay Geller was employed at Bernstein, Shur, Sawyer & Nelson, P.A. and served with the Trustee as co-chair of that firm's Business Restructuring and Insolvency Group for the

period beginning in February of 2009 and ending on or about December 31, 2011. Since that time, Mr. Geller has been of counsel to Shaw Fishman and is the sole member of the Law Office of Jay S. Geller. Mr. Geller currently represents Western Petroleum Corporation (“Western Petroleum”) as local counsel in connection with its role as a creditor in the Case. Western Petroleum is also a defendant in the Derailment-related litigation. Mr. Geller and Shaw Fishman have established a protocol to eliminate the possibility that information subject to the attorney client privilege or work product doctrine are shared between Mr. Geller and Shaw Fishman, either intentionally or inadvertently. Pursuant to the protocol, the following measures, *inter alia*, have been taken: (a) Shaw Fishman personnel and Mr. Geller have agreed not to share any information regarding the Case or related matters; (b) Shaw Fishman personnel and Mr. Geller have agreed not to discuss in each other’s presence any information regarding the Case or related matters; (c) Mr. Geller has agreed to maintain, and is currently maintaining, all documents, files and information pertaining to Western Petroleum on the servers of the Law Office of Jay S. Geller and no such information is being maintained on Shaw Fishman’s servers; and (d) Shaw Fishman has blocked Mr. Geller from accessing any documents, files and information on its server relating to Shaw Fishman’s representation of the Trustee, including the electronic preclusion of Jay Geller from any access to document files, Outlook files and applications coded with the unique client number designated to Shaw Fishman’s representation of the Trustee in connection with the Case and related matters.

8. Although the foregoing representations do not appear to be relevant under the applicable provisions of the Bankruptcy Code, including Section 327(e), we are disclosing them out of an abundance of caution. Shaw Fishman has not and will not represent such party in any matter related to this Case.

9. Shaw Fishman states pursuant to Bankruptcy Rule 2016(b) that it has not shared, or agreed to share: (a) any compensation it has received or may receive with another party or person, other than with the partners and employees of Shaw Fishman; or (b) any compensation another person or party has received or may receive in connection with the Case.

10. Shaw Fishman is a large law firm with a diverse practice. Through Shaw Fishman administrative personnel acting under my direction, we have made a diligent effort to identify material connections with the Parties in Interest. It is possible that there could be some relationship of which I am not aware but I have no reason to believe that such is the case. If Shaw Fishman in any subsequent conflicts search identifies any new connections related to the Case, Shaw Fishman will inform the Court, the Office of the United States Trustee, and parties-in-interest who are entitled to notice.

Services to Be Rendered

11. In accordance with Local Rule 2014-3, Shaw Fishman is being retained to serve as the Trustee's local counsel in connection with personal injury tort and wrongful death litigation related to the Derailment and commenced in Illinois state and federal courts.

Professional Compensation

12. Shaw Fishman intends to apply for compensation for professional services rendered in connection with the Case, subject to approval of this Court and in compliance with the applicable provisions of the Bankruptcy Code, Fed. R. Bankr. P., the Local Rules, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330, and applicable orders of this Court. Shaw Fishman will seek to be compensated on an hourly basis, plus reimbursement of actual, necessary expenses and other charges that Shaw Fishman incurs in connection with the Case.

13. Shaw Fishman's hourly rates are set at a level designed to fairly compensate it

for the work of its attorneys and paraprofessionals, and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are adjusted by Shaw Fishman from time to time, typically as of January 1. Robert M. Fishman and I will be primarily responsible for providing the requested legal services. Other lawyers and paraprofessionals may be called upon as needed. Mr. Fishman and I currently have customary hourly rates of \$675 and \$490, respectively. The customary hourly rates for other lawyers currently range from \$220 for junior associates to \$675 for senior partners. Our customary hourly rates for paraprofessionals currently range from \$140 to \$200. A complete list of hourly rates is included in the engagement letter attached hereto as Exhibit A.

14. Shaw Fishman customarily charges its clients for the costs of actual and necessary expenses incurred in the representation of that client. Such expenses include, but are not limited to, filing fees, transcript costs, Westlaw and other online research charges, messenger and delivery charges, photocopies, and travel costs. Subject to this Court's approval and the limitations of the Court's Local Rules (including the Standard Maine Expense Level List), Shaw Fishman will charge the Trustee for these expenses in a manner and at rates consistent with charges made generally to Shaw Fishman's other clients.

15. Shaw Fishman specifically reserves the right to seek fee enhancements or bonuses to the extent permitted by applicable law.

16. No promises have been received by Shaw Fishman nor by any partner, counsel, or associate thereof as to compensation in connection with the Case other than in accordance with the provisions of the Bankruptcy Code.

17. In accordance with Local Rule 2014-1(b), I certify under penalty of perjury that the foregoing is true and correct.

Dated: September 27, 2013

/s/ Brian L. Shaw, Esq.
Brian L. Shaw, Esq.
SHAW FISHMAN GLANTZ & TOWBIN LLC
321 N. Clark Street, Suite 800
Chicago, Illinois 60654
(312) 666-2833



Shaw Fishman Glantz & Towbin LLC

Writer:

Brian L. Shaw
Direct dial: (312) 666-2833
Fax: (312) 980-3888
bshaw@shawfishman.com

September 17, 2013

VIA ELECTRONIC MAIL

Robert J. Keach
Bernstein Shur
100 Middle Street
West Tower
Portland, ME 04101

Re: *Retention of Shaw Fishman Glantz & Towbin LLC*

Dear Bob:

On behalf of Shaw Fishman Glantz & Towbin LLC (the "Firm"), I thank you for the opportunity to serve as special counsel to you, not individually, but solely in your capacity as the Chapter 11 Trustee of the Montreal Maine & Atlantic Railway LTD ("MMA") ("Client") as local counsel with regard to the various wrongful death and related cases filed against MMA in Illinois state and federal courts (the "Matter"). It is the Firm's policy at the outset of an engagement with new clients to outline not only the purpose and boundaries of the relationship but also the foundation on which the Firm will provide and bill for legal services.

The scope of our engagement will be limited to the Matter, as outlined herein. The Firm will take direction from you concerning all actions that we deem advisable and will not undertake significant action without first endeavoring to consult with and receive authorization from you. Although the Firm will provide you with our best professional judgment concerning the outcome, timing, and benefits to be obtained from the results of the Matter, there are inherent uncertainties in the legal process that prevent us from guaranteeing that results will always meet the expectations of the Client.

The Client and the Firm both have responsibilities in this engagement. We expect the Client's complete, truthful, and prompt disclosure of all facts and developments pertaining to the Matter. We also expect the Client to get us all necessary documents and information within its control, to assist us on obtaining such other information that is necessary for our performance in the matter and to have our firm properly retained in the MMA bankruptcy case pending in Maine. Further, subject to the fee procedures established in the MMA bankruptcy case, the Client is responsible for abiding by the fee arrangement and for the prompt payment of the Firm's invoices. The Firm, on the other hand, will be responsible for the following: review of underlying facts and legal theories germane to the Matter; consultations with you as well as with

September 17, 2013

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adverse parties and other counsel; and counsel on various options and strategies available to you; and other activities relating to the Matter. You may limit or expand the scope of our representation, provided that we agree to any material expansion. Also, the Firm does not render tax or securities law advice under any circumstances and the Client will have to rely on other advisors for those services.

As you probably know, the Firm represents many other companies and individuals. It is possible that during the time that we are representing the Client, some of our present or future clients may have disputes with the Client. Currently, Jay Geller, who is of counsel with our firm and has his own law practice in Portland Maine, represents World Fuel, a putative creditor of MMA and a co-defendant in the Matter. Subject to our establishing a proper ethical wall, both you and World Fuel have consented to the Firm's representation of you and Mr. Geller's representation of World Fuel and have waived any existing conflict that arises therefrom. Though, at any time during this relationship, you may rescind your waiver on a forward looking basis and terminate our representation of you. In addition, if we believe the conflict is no longer waivable, the Firm may also terminate our representation of you on upon written notice of its intent to do so. The details of the ethical wall have been set forth in a separate conflict memorandum that is attached hereto. By your signature below, you have waived the conflict and consented to the arrangements set forth herein and in the conflict memorandum.

Otherwise, without Client's express written consent, we shall not accept employment to render legal advice or assistance to any person or entity having interests adverse to the Client, and will refrain from accepting legal work that will interfere with our ability to provide legal services to the Client during the pendency of the Matter.

Although Bob Fishman and I will have overall responsibility for Client's representation, other attorneys and paralegals at the Firm may work on this matter. We will delegate certain projects related to the Matter to other Firm attorneys and paralegals consistent with the nature of the projects and the experience of our attorneys or paralegals. The Firm attempts to use personnel charging the lowest hourly rate, provided that the quality and timing of the work is not compromised. A list of the Firm's current hourly rates for attorneys and paraprofessionals is attached. Our rates, which compare favorably with those of other Chicago-area firms with similar experience and expertise, are adjusted periodically (typically around the first of the calendar year) to reflect changes in the Firm's costs and market and other conditions.

The Firm is not requiring a retainer ("Retainer") to commence our representation under this engagement but reserves the right to ask for one in the future if circumstances warrant it. Subject to the fee procedures established in the MMA bankruptcy case, the Firm will submit invoices on a monthly basis, which invoices shall be payable upon receipt. In addition to an itemization of attorney time in tenth-of-an-hour increments spent on representation of the Client, our invoice will include a listing of out-of-pocket expenses directly attributable to the engagement. Such expenses, charged at the Firm's actual cost, would include items such as filing fees, transcript costs, Westlaw and other online research charges, messenger and delivery charges, photocopies, and travel costs. If for some reason you do not timely pay our invoices,

work on the Matter cannot continue and we will be forced to withdraw from representation of the Client in connection with this Matter. We have found that problems and misunderstandings about billing can be greatly minimized by promptly raising questions or comments about our services and charges.

In addition to the conflict issue identified above, either of us may terminate the engagement at any time for any reason by providing written notice, subject to the requirements of applicable rules of professional conduct. Unless previously terminated, our representation will terminate upon our sending you our final statement for attorney services rendered in this Matter. The Firm will have no obligation to maintain or store the Client's files or related papers, documents, and other tangible things (the "File") following termination of the engagement, except as required by Illinois law. If you do not take possession of the File within thirty days of termination of the engagement, we will have the right but not the obligation to destroy the File in a confidential manner.

The Client is engaging the Firm to provide legal services in connection with this specific Matter. After completion of the Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues arising from the Matter, we will have no continuing obligation to advise you with respect to future legal developments. Further, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any *other* matter unless specifically requested by the Client and agreed to by us.

Finally, the Firm's wiring instructions are set forth below if you wish to pay any Retainer or invoices by wire transfer:


Account Name:	Shaw Fishman Glantz & Towbin LLC
Account No.:	1590000382
ABA No.:	071001737
Bank Address:	MB Financial Bank N.A. 1200 N. Ashland Ave. Chicago, IL 60622

Please signify the Client's agreement to the arrangement for legal services described in this letter by returning a signed copy of this engagement letter to us as promptly as possible so that we can begin working on the Matter.

We appreciate the opportunity to represent you and will endeavor to provide prompt, efficient, and responsive services at all times. If you have any questions, please feel free to call me.

Very truly yours,

SHAW FISHMAN GLANTZ & TOWBIN LLC



Brian L. Shaw

cc: Michael Fagone

Agreed and consented to this ___ day of September, 2013

ROBERT J. KEACH, not individually, but solely as
Chapter 11 Trustee of the Montreal Maine & Atlantic Railway Ltd.

By: _____

Its: _____

2013 STANDARD HOURLY RATES

MEMBERS

Robert M. Fishman	\$675.00
Steven B. Towbin	\$675.00
Salvatore A. Barbatano	\$635.00
Ira Bodenstein	\$495.00
Robert W. Glantz	\$495.00
Brian L. Shaw	\$490.00
Peter J. Roberts	\$475.00
Jeffrey L. Widman	\$460.00
Richard A. Saldinger	\$460.00
David S. Horwitch	\$440.00
Allen J. Guon	\$435.00
Terry G. Banich	\$435.00
Mark L. Radtke	\$435.00
Joseph L. Cohen	\$385.00
David L. Shaw	\$380.00
S. Jarret Raab	\$370.00
Gordon E. Gouveia	\$370.00

OF COUNSEL

Richard M. Fogel	\$450.00
Jennifer L. Goldstone	\$325.00

ASSOCIATES

John Guzzardo	\$350.00
Kevin M. Hyde	\$340.00
Carrie E. Davenport	\$340.00
Laura Caplin	\$300.00
David R. Doyle	\$290.00
Marc S. Reiser	\$290.00
Jennifer L. Devroye	\$290.00
Alison S. Hudson	\$220.00

PARAPROFESSIONALS

Patricia Fredericks	\$200.00
Melissa Westbrook	\$200.00
Bernard Thomas	\$140.00

DEBTOR

Montreal Maine & Atlantic Railway, Ltd.

DEBTORS' AFFILIATES

Montreal Maine & Atlantic Ltd.

Montreal Maine & Atlantic Canada Co.

Rail World Inc.

Rail World Holdings LLC

Earlston Associates L.P.

Pea Vine Corporation

Rail World Poland LLC

Rail World Estonia LLC

Rail World BV

Rail World Locomotive Leasing LLC

The San Luis Central R.R. Co.

Navirail Ou

Rail Polska Sp. Zo.o.

AS Baltic Rail

LMS Acquisition Corp.

UNITED STATES BANKRUPTCY JUDGES-MAINE

Honorable James B. Haines

Honorable Louis H. Kornreich

UNITED STATES TRUSTEE REGION 1 - PORTLAND

William K. Harrington - U.S. Trustee, Region 1

Stephen Morrell - Assistant U.S. Trustee, Portland

Jennifer Pincus - Trial Attorney, Portland

Amy Gaudrault - Bankruptcy Analyst, Portland

Sarah Farwell - Paralegal Specialist, Portland

Lynn Whiting - Legal Assistant, Portland

CREDITORS AND NOTICE PARTIES

Bangor Savings Bank

Bernstein, Shur, Sawyer & Nelson

Brotherhood of Locomotive Engineers and Trai

Eastern Maine Railway Company

Estates of David Lacroix Beaudoin

Estates of Marie Alliance, et al

Estates of Stephanie Bolduc

GATX Corporation

Indian Harbor Insurance Company

Internal Revenue Service

Maine Department of Transportation

Maine Northern Railway Company

Maine Revenue Services

Montreal Maine & Atlantic Railway Ltd.

New Brunswick Southern Railway Company
State of Maine
United States of America
Unofficial Committee of Victims
Wheeling & Lake Erie Railway Company
XL Insurance Company, Ltd.
202 Harlow Street
AC Electric Corp.
ALK Technologies
Abercorn, Village
Acadian Springs
Advanced Railcar Tooling
Aetna
Aetna Inc.
Airgas East
Airtek
Allen, Jordan
Alliance Benefit Group
American Express
American Industries Midland
American Short Line & Regional RR Assoc.
Ames, Ronald Jr.
Anderson, Gregory
Anderson, Joshua
Anderson, Victor
Andersons
Applied Industrial Technologies
Archer, Clayton Sr.
Archer, Steven
Armand Duhamel & Fils Inc.
Arnold, Glendon
Arnold, Stephen
Atlantic Communications Inc.
Atwood, Christopher
Auberge H.J.P. Inc.
Austins Rubbish & Roll-Off Service
Bacon Printing Company
Baker, Newman, Noyes LLC
Bangor Hydro-Electric
Bangor Hydro-Electric Co.
Bangor Pipe & Supply, Inc.
Baranek, Jocelyne
Barker, Steven
Barnett, Brad
Bartlett, Kerry
Beals, Jonathan
Beaudry, Jason

Exhibit B to Show Declaration

Beaulie, Fernand
Beaulieu, Gregg
Bedard, Sandy (for Michel Guertin, Jr.)
Bell Canada
Bell Canada
Bell Mobilite Paging
Bell Mobility
Belt Railway Co. of Chicago
Bensen, Bradford
Benson, Anders
Betschner, Robert J.
Birkel, Jason
Bishop, James
Bishop, Tyler
Black Box Canada Corp.
Black Box Corporation
Black's Transfer Ltd.
Black, David
Black, Jeffrey
Black, Thomas
Blackie, Jacob
Blake, Andrew
Boone, Benjamin
Bourdon, Yves
Boutiller, Everett Jr.
Brackett, Kenneth
BRACKETT, KRIS
Brawn, Daniel
Breen, Derek
Breton, Derek
Breton, Real (for Genevieve Breton)
Brewer, Jeffrey
Briggs, Jarod
Brisley, Roy
Brooks, Cynthia
Brown's Welding & Steel, Inc.
Brunswick Terminal, Inc.
Budge, Paul
Budget Document Technology
Bumford, Jason
Burkhardt, Edward
Burkhardt, Edward
Burlington Northern Santa Fe
Burpee, Dennis
Burpee, Jay
Burpee, Matthew
Bussell, Christopher

Butler, Rob
Butler, Robert
C. Daigle & Fils Inc.
C.S. Des Sommets
Cadieux, Eric
Cahill, Sean
Cail, Michael
Cain, Warren Sr.
Caldwell, Christopher
Calkins Sand & Gravel, Inc.
Cameron, Richard
Campbell, Robert
Canadian National
Canadian National Railways
Canadian Pacific Ltd.
Canadian Pacific Railway
Canadian Pacific Railway
Canadian Pacific Railway Co.
Canteen Service Co.
Canton De Bedford
Canton De Hampden
Canton De Lingwick
Canton De Westbury
Carr, Christopher
Carroll, Michael
Casey Associates
Castilaw, David
Cattron Theimeg
Caverly, Cathy
Central ME Septic & Portable
Central Maine Power
Chasse, Rodney
Chouinard, David
Cianchette, Michael
Clark, Bryce
Clark, F. Alan
Clark, Jarrad
Clean Harbors Environmental Svcs.
Cleary, William
Clement, Richard
Clement, Samuel
Clifford Bottling Ltd.
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Cole International, Inc.
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Collier, Keith

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Conlogue, Hazen
Conlogue, Paul
Coop, Regionale D'Electricite
Copeland, James
Corbin, Michael
Cormier, Shane
Cote, Robert
Cottle, Timothy
Cousins, Douglas
Cousins, Douglas
Covington & Burling
Cox, Kevin
Cullen, Adam
Cullen, Jerry
Cunningham, Vernon IV
Currie, Stephen
Custeau, Jeremy (Estate of Real Custeau)
Custeau, Richard (Est. of Real Custeau)
Custeau, Simon (Estate of Real Custeau)
Custeau, Sylvie (Estate of Real Custeau)
Cyr, Christopher
DJI, Inc.
DPTS Marketing, LLC
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Dakota Plains Marketing, LLC
Dakota Plains Transloading, LLC
Damboise, Jeannot
Damon, Joshu
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Darneille, John
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Herbest, Shane
Hill, Gary
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Howard, James E.
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Hussey, Luke
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Ireland, Randy
JMA Rail Products
JP Morgan Chase Bank
Jackman Utility District
Jackson International
James E. Howard LLC
Jandreau, Bruce
Jandreau, Dwayne
Jason C. Webster, Esq.
Jaychris Indus-Rail Supply Inc.
Jewell, Allison
Johnson Packing & Ind Prod Inc.
Johnson, Dell
Johnson, Steve
Johnston, David
K & L Electronics Sales/Service
Kaelin, Michael
Karam, Alan
Keller, Jerry
Kennedy, Jeremy
Kennedy, Roland
Keystone Spikes Corporation
Kim Hotstart Manufacturing
Klemm, Thomas
Knowles, Barry Jr.
Konecrans, Inc.
Koppers Industries, Inc.
LMS Acquisition
LabelMaster
Labonte, Christopher
Labonte, Lynne
Labrie, Richard J.
Lafontaine & Fils Inc.
Lagaasse, Jason
Lalime, Michael
Landry, Luke
Lane Construction Corp.

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Lane, Robert
Lapointe, Traves
Lareau & Fils Inc.
Larrabee, Stephen III
Lawler, Jeffrey
Lawlor, Christopher
Lawlor, Clay
Leblanc, Normand
Lee, Jayson
Lee, Steven
Leighton, Anthony
Lessard, Steve
Letarte, Richard
LexisNexis Screening Solutions
Linde Canada
Littfield, Mike
Lunn, Wayne
Lyford, Corey
Lyford, Dennis
MSC Industrial Supply Co.
Madawaska Water Dsitrcit
Madore, Daniel
Madore, Paul
Magasin Bell Place Belvedere
Magnus/Farley, Inc.
Maine DEP
Maine Material Handling, Inc.
Maine Northern Railway
Maine Public Service Co.
Maine Track Maintenance
Maine Trailer
Maine Water
Maine, State of
Maine, State of
Maine, State of
Maine, State of
Maine, State of
Maintenance Connection
Manzo, Anthony
Mark David Canada
Marquis, Michael
Marrs, Philip
Marsh, Johnny
Marshall, Randy
Martell, Gordon
Martin, Dana
Martin, Georgette (for David Martin)

Martin, Travis
Matheson Tri-Gas, Inc.
Mayberry, Richard Jr.
Mayberry, Richard Sr.
Mayo Regional Hospital
McCan Equipment Ltd.
McCannel, Jacob
McCleary, Paul
McCluskey, Michael
McCluskey, Tyler
McGillicuddy, Paul
McGonigle, Joseph
McKay, Irvin
McLaughlin, David
McLaughlin, Joseph
McLeod, Mike
McMannus, Chad
McNally, Randy
Medisys
Merrill, John
Michaud, Jacob
Mickelson & Company, LLC
Mid-American Rail Consultants
Mid-Michigan Railroad
Midwest Railcar Corp.
Miller Felpax
Milo Water District
Milton, Danny
Minister of Revenue of Quebec
Mitchell A. Toups, Esq.
Mitchell A. Toups, Esq.
Modern Track Machinery
Molinaro, Anthony
Monahan, David
Montreal, Maine & Atlantic Canada Co.
Montreal, Maine & Atlantic Corporation
Morse, Jay
Mun De Saint-Paul-D'Abbotsford
Mun de Saint-Etienne-De-Bolton
Mun. De Mont-Saint-Gregoire
Mun. De Sainte-Brigide
Mun. Notre-Dame De Stanbridge
Muni. Du Canton De Potton
Municipalite D'Ange-Gardien
Municipalite D'Austin
Municipalite D'Eastman
Municipalite De Bolton-Ouest

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Municipalite De Brigham
Municipalite De Bury
Municipalite De East Farnham
Municipalite De Frontenac
Municipalite De Milan
Municipalite De Nantes
Municipalite De Sainte-Sabine
Municipalite De Stukely
Murphy, William
N.H. Bragg & Sons
Nadeau, Jay
Nanni, Joseph
Nelson, Michael
Nevens, Jeffery
New Brunswick Southern Railway
New Brunswick Southern Rwy Co.
New England Central Railroad
New England Detroit
New York & Atlantic Railway
Newgistics Freight Services
Nichols, Kevin
Nickerson, Galen
Nickerson, Kevin
Nolet, Madame Esther
Nordco Rail Services, LLC
Nordco, Inc.
North Star Battery Company
Northeast Coffee Company
Northeast Laboratory Services
O'Brien, John
O'Brien-Lunn, Wanda
O'Leary, David
Oakes, Gregory
Oaks, Bruce
Office of U.S. Attorney
Office of U.S. Trustee
Osborne, Sara
Ott Communication
Ouellette, Adam
Ouellette, Jacob
Ouellette, Kenneth
Ouellette, Michael
Oxy-Centre Inc.
Oxymax
PC Connection
PRC Industrial Supply, Inc.
Paccagnella, Timothy

Papeterie Coupal Inc.
Paquet, Karine (for Roger Paquet)
Parady, David Jr.
Parsons, Larry
Payflex Systems USA, Inc.
Pearson-Emery, Amanda
Pelletier, Richard
Pendergraft, Darrel
Penn Machine Company
Pennsylvania Rail Car Co.
Pepin, Sonia (Estate of Real Custeau)
Performance Packaging
Perkan Inc.
Perkins, Jason
Perkins, John
Petro Sud-Ouest Inc.
Petroles R. Turmel Inc.
Petroles Sherbrooke
Petroleum Transport Solutions, LLC
Peverett, Peter
Phoenix, Christian
Pine Tree Waste
Plexus Groupe LLC
Plourde's Rubbish & Recycle
Plourde, Thomas
Porter, Kenneth Jr
Porter, Mark
Porter, Rodney
Porter, Troy
Potter, Torrie
Poutre, Josee
Power Rail Distribution, Inc.
Praxair
Progress Rail Leasing
Progress Rail Services
Proteau, Joannie (for Maxime Dubois)
Quint, Timothy
RAS Data Services
RWC, Inc.
Rail Temps, Inc.
Rail World Locomotive Leasing
Rail World, Inc.
Rail World, Inc.
Railcar Management, Inc.
Railway Association of Canada
Ramsay Welding & Machine, Inc.
Raymond, Paul

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Reardon, Edward
Records Management Center
Recuperation 2000 Inc.
Reliance Standard Life
Remington, Scott
Reynolds, John
Rhoda, Christopher
Richard, Nathan
Richards, Aaron
Roberts, Kerne
Robertson, Kirby
Robinson, Karl
Robinson, Kendall
Robinson, Ronald
Robinson, Thomas Jr.
Robinson, Travis
Rochester & Southern Railroad
Rochester Midland Corporation
Ross Express
Rossignol, Todd
Roy, Annick (for Jean-Guy Veilleux)
Roy, Paul
Roy, Reggis
Roy, Rejean (Estate of Melissa Roy)
Roynat Inc.
Rudman & Winchell, LLC
Ruel, Luc
Rushmore, Richard
Russell, Brett
Russell, Kilby
Russell, Richard
Ryan, Gaynor
SOO Line Railroad
Sandy, Keith
Sani Estrie
Sansom, Mark
Saratoga & North Creek Railway
Saucier, David
Scalia, Timothy
Schmidt, Robert
Schultz, John
Scribner, Kenneth
Securo-Vicision
Segee, Carl
Seneca Railroad and Mining
Sessenwein Inc.
Severance, Dale

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Sheahan, Melody
Shelley, Matthew
Shields, Corey
Shorey, Ryan
Short Line Data Systems
Sierra Communications, Inc.
Signalisation De L'Estrie Inc.
SimplexGrinnell
Sinclair, Donald
Smickle, Kevin
Smith, Gary
Smith, Kevin
Smith, Larry
Snow, Peter
Sogetel Inc.
South Buffalo Railway
Spaulding Radiator Shop, Inc.
Speed, James
Speed, Kendra
Springfield Terminal Railway
Sprout, Michael
St. AMant, Andrew
St. Joseph Ambulatory Care
St. Lawrence & Atlantic RR
St. Pierre, Rogers
Stahl, Randall
Stan Campbell
Stan Campbell
Stanbridge Station
Standard Car Truck Co.
State of Maine
Stevens, Craig
Stevens, Justin
Stevens, Tory
Strato, Inc.
Strout, Kenneth
Stupakewicz, David
Sudsbury, James
Swallow's Electric, Inc.
Systemes Telephoniques
T.T.M., Inc.
TEC Associates
THG Corporation
TTX Company - Agent for UP
TTX Company - Agents for ADMX
TTX Company - Agents for CSXT
TTX Company - Agents for NS

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Tardif, Thomas
Tardiff, Roger
Tarr, Brenda
Tarr, Joey
Taxi Bedford
Taxis Megantic Enr.
Telephone Components
Telspan
Terrio, Joseph
Tesco
Tessco
Theriault, Matthew
Thomas, Franklin
Thomas, Robert
Thompson, Kimberly
Thurlow, Charles
Town of Brownville
Tozier, Nancy
Traction
Transportation Lease Systems
Triangle Engineered Products
Trucott, Eric
Turmel Y. Auto Electric
UMB Global Trade, Inc.
UPS
Unifirst Corporation
United Steel and Fasteners
Vachon, Mario
Valero Marketing & Supply
Vallieres, Mireille
Valmark Advisors, Inc.
Van Buren Light & Power
Van Buren Water District
Veilleux, Sophie (for Richard Veilleux)
Veinote, Kenneth
Verizon Wireless
Vermont Department of Taxes
Vermont Electric Cooperative
Verrill Dana LLP
Verso Paper
Veysey, Mitchell
Videotron Ltee
Ville De Bedford
Ville De Bromont
Ville De Cookshire - Eaton
Ville De Cowansville
Ville De Dunham

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Ville De Farnham
Ville De Lac Brome
Ville De Lac-Megantic
Ville De Magog
Ville De Saint-Hyacinthe
Ville De Saint-Jean-Richelieu
Ville De Saint-Jean-Richelieu
Ville De Scotstown
Ville De Sherbrooke
Ville De Sutton
Ville Saint-Pie
W.B. Mason Co., Inc.
Wabtec Global Services
Warwood Tool Company
Washburn, Jerry
Washburn, Shaun
Watson, Ed
Wellness Corporation
Western Petroleum Company
Western-Cullen-Hayes, Inc.
Weymouth, Byron III
Wheeler, Jeffrie
Wheeling & Lake Erie Railway Company
White, Bruce
White, R. Michael
White, Randy
Whitmire, Mitchell
Wilcox, John
Wilcox, Michael
Wiles, Brian
Willette, Gary
Willette, Mark
Willey, S.
Wilson, Jeremey
Wilson, Wade Sr.
Winterport Boot Shop
Wisconsin Central
Woodard, Arthur
Woodard, Robbie
Woodbury, Deborah
Worcester, Allen Jr
World Fuel Services Corporation
Worster, Allen Jr
Worster, Todd
Wright, James
XL Group Insurance Company
XL Surplus Lines

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YRC Freight
Yocum, Fred
Yocum, Frederic Jr.
York, William
Young, James Jr.
Zelkan, John
Zwicker, Eli Jr.
Nathaniel R. Hull Esq.
Robert J. Keach
Roger A. Clement, Jr. Esq.

DEBTOR

Montreal Maine & Atlantic Railway, Ltd.

DEBTORS' AFFILIATES

Montreal Maine & Atlantic Ltd.

Montreal Maine & Atlantic Canada Co.

Rail World Inc.

Rail World Holdings LLC

Earlston Associates L.P.

Pea Vine Corporation

Rail World Poland LLC

Rail World Estonia LLC

Rail World BV

Rail World Locomotive Leasing LLC

The San Luis Central R.R. Co.

Navirail Ou

Rail Polska Sp. Zo.o.

AS Baltic Rail

LMS Acquisition Corp.

UNITED STATES BANKRUPTCY JUDGES-MAINE

Honorable James B. Haines

Honorable Louis H. Kornreich

UNITED STATES TRUSTEE REGION 1 - PORTLAND

William K. Harrington - U.S. Trustee, Region 1

Stephen Morrell - Assistant U.S. Trustee, Portland

Jennifer Pincus - Trial Attorney, Portland

Amy Gaudrault - Bankruptcy Analyst, Portland

Sarah Farwell - Paralegal Specialist, Portland

Lynn Whiting - Legal Assistant, Portland

CREDITORS AND NOTICE PARTIES

Bangor Savings Bank

Bernstein, Shur, Sawyer & Nelson

Brotherhood of Locomotive Engineers and Trai

Eastern Maine Railway Company

Estates of David Lacroix Beaudoin

Estates of Marie Alliance, et al

Estates of Stephanie Bolduc

GATX Corporation

Indian Harbor Insurance Company

Internal Revenue Service

Maine Department of Transportation

Maine Northern Railway Company

Maine Revenue Services

Montreal Maine & Atlantic Railway Ltd.

New Brunswick Southern Railway Company
State of Maine
United States of America
Unofficial Committee of Victims
Wheeling & Lake Erie Railway Company
XL Insurance Company, Ltd.
202 Harlow Street
AC Electric Corp.
ALK Technologies
Abercorn, Village
Acadian Springs
Advanced Railcar Tooling
Aetna
Aetna Inc.
Airgas East
Airtek
Allen, Jordan
Alliance Benefit Group
American Express
American Industries Midland
American Short Line & Regional RR Assoc.
Ames, Ronald Jr.
Anderson, Gregory
Anderson, Joshua
Anderson, Victor
Andersons
Applied Industrial Technologies
Archer, Clayton Sr.
Archer, Steven
Armand Duhamel & Fils Inc.
Arnold, Glendon
Arnold, Stephen
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Atwood, Christopher
Auberge H.J.P. Inc.
Austins Rubbish & Roll-Off Service
Bacon Printing Company
Baker, Newman, Noyes LLC
Bangor Hydro-Electric
Bangor Hydro-Electric Co.
Bangor Pipe & Supply, Inc.
Baranek, Jocelyne
Barker, Steven
Barnett, Brad
Bartlett, Kerry
Beals, Jonathan
Beaudry, Jason

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Beaulie, Fernand
Beaulieu, Gregg
Bedard, Sandy (for Michel Guertin, Jr.)
Bell Canada
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Bell Mobilite Paging
Bell Mobility
Belt Railway Co. of Chicago
Bensen, Bradford
Benson, Anders
Betschner, Robert J.
Birkel, Jason
Bishop, James
Bishop, Tyler
Black Box Canada Corp.
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Fortin-Bolduc, Lisette (Stephane Bolduc)
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Harper, W. Sean
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Herbest, Shane
Hill, Gary
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Houghton, David
Houlton Water Company
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Howard, James E.
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Hunter, Mychal
Huntley, Lance
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Hussey, Kim
Hussey, Luke
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Ireland, Kenneth
Ireland, Randy
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JP Morgan Chase Bank
Jackman Utility District
Jackson International
James E. Howard LLC
Jandreau, Bruce
Jandreau, Dwayne
Jason C. Webster, Esq.
Jaychris Indus-Rail Supply Inc.
Jewell, Allison
Johnson Packing & Ind Prod Inc.
Johnson, Dell
Johnson, Steve
Johnston, David
K & L Electronics Sales/Service
Kaelin, Michael
Karam, Alan
Keller, Jerry
Kennedy, Jeremy
Kennedy, Roland
Keystone Spikes Corporation
Kim Hotstart Manufacturing
Klemm, Thomas
Knowles, Barry Jr.
Konecrans, Inc.
Koppers Industries, Inc.
LMS Acquisition
LabelMaster
Labonte, Christopher
Labonte, Lynne
Labrie, Richard J.
Lafontaine & Fils Inc.
Lagaasse, Jason
Lalime, Michael
Landry, Luke
Lane Construction Corp.

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Lane, Robert
Lapointe, Traves
Lareau & Fils Inc.
Larrabee, Stephen III
Lawler, Jeffrey
Lawlor, Christopher
Lawlor, Clay
Leblanc, Normand
Lee, Jayson
Lee, Steven
Leighton, Anthony
Lessard, Steve
Letarte, Richard
LexisNexis Screening Solutions
Linde Canada
Littfield, Mike
Lunn, Wayne
Lyford, Corey
Lyford, Dennis
MSC Industrial Supply Co.
Madawaska Water Dsitrcit
Madore, Daniel
Madore, Paul
Magasin Bell Place Belvedere
Magnus/Farley, Inc.
Maine DEP
Maine Material Handling, Inc.
Maine Northern Railway
Maine Public Service Co.
Maine Track Maintenance
Maine Trailer
Maine Water
Maine, State of
Maine, State of
Maine, State of
Maine, State of
Maine, State of
Maintenance Connection
Manzo, Anthony
Mark David Canada
Marquis, Michael
Marrs, Philip
Marsh, Johnny
Marshall, Randy
Martell, Gordon
Martin, Dana
Martin, Georgette (for David Martin)

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Martin, Travis
Matheson Tri-Gas, Inc.
Mayberry, Richard Jr.
Mayberry, Richard Sr.
Mayo Regional Hospital
McCan Equipment Ltd.
McCannel, Jacob
McCleary, Paul
McCluskey, Michael
McCluskey, Tyler
McGillicuddy, Paul
McGonigle, Joseph
McKay, Irvin
McLaughlin, David
McLaughlin, Joseph
McLeod, Mike
McMannus, Chad
McNally, Randy
Medisys
Merrill, John
Michaud, Jacob
Mickelson & Company, LLC
Mid-American Rail Consultants
Mid-Michigan Railroad
Midwest Railcar Corp.
Miller Felpax
Milo Water District
Milton, Danny
Minister of Revenue of Quebec
Mitchell A. Toups, Esq.
Mitchell A. Toups, Esq.
Modern Track Machinery
Molinaro, Anthony
Monahan, David
Montreal, Maine & Atlantic Canada Co.
Montreal, Maine & Atlantic Corporation
Morse, Jay
Mun De Saint-Paul-D'Abbotsford
Mun de Saint-Etienne-De-Bolton
Mun. De Mont-Saint-Gregoire
Mun. De Sainte-Brigide
Mun. Notre-Dame De Stanbridge
Muni. Du Canton De Potton
Municipalite D'Ange-Gardien
Municipalite D'Austin
Municipalite D'Eastman
Municipalite De Bolton-Ouest

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Municipalite De Brigham
Municipalite De Bury
Municipalite De East Farnham
Municipalite De Frontenac
Municipalite De Milan
Municipalite De Nantes
Municipalite De Sainte-Sabine
Municipalite De Stukely
Murphy, William
N.H. Bragg & Sons
Nadeau, Jay
Nanni, Joseph
Nelson, Michael
Nevens, Jeffery
New Brunswick Southern Railway
New Brunswick Southern Rwy Co.
New England Central Railroad
New England Detroit
New York & Atlantic Railway
Newgistics Freight Services
Nichols, Kevin
Nickerson, Galen
Nickerson, Kevin
Nolet, Madame Esther
Nordco Rail Services, LLC
Nordco, Inc.
North Star Battery Company
Northeast Coffee Company
Northeast Laboratory Services
O'Brien, John
O'Brien-Lunn, Wanda
O'Leary, David
Oakes, Gregory
Oaks, Bruce
Office of U.S. Attorney
Office of U.S. Trustee
Osborne, Sara
Ott Communication
Ouellette, Adam
Ouellette, Jacob
Ouellette, Kenneth
Ouellette, Michael
Oxy-Centre Inc.
Oxymax
PC Connection
PRC Industrial Supply, Inc.
Paccagnella, Timothy

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Papeterie Coupal Inc.
Paquet, Karine (for Roger Paquet)
Parady, David Jr.
Parsons, Larry
Payflex Systems USA, Inc.
Pearson-Emery, Amanda
Pelletier, Richard
Pendergraft, Darrel
Penn Machine Company
Pennsylvania Rail Car Co.
Pepin, Sonia (Estate of Real Custeau)
Performance Packaging
Perkan Inc.
Perkins, Jason
Perkins, John
Petro Sud-Ouest Inc.
Petroles R. Turmel Inc.
Petroles Sherbrooke
Petroleum Transport Solutions, LLC
Peverett, Peter
Phoenix, Christian
Pine Tree Waste
Plexus Groupe LLC
Plourde's Rubbish & Recycle
Plourde, Thomas
Porter, Kenneth Jr
Porter, Mark
Porter, Rodney
Porter, Troy
Potter, Torrie
Poutre, Josee
Power Rail Distribution, Inc.
Praxair
Progress Rail Leasing
Progress Rail Services
Proteau, Joannie (for Maxime Dubois)
Quint, Timothy
RAS Data Services
RWC, Inc.
Rail Temps, Inc.
Rail World Locomotive Leasing
Rail World, Inc.
Rail World, Inc.
Railcar Management, Inc.
Railway Association of Canada
Ramsay Welding & Machine, Inc.
Raymond, Paul

Reardon, Edward
Records Management Center
Recuperation 2000 Inc.
Reliance Standard Life
Remington, Scott
Reynolds, John
Rhoda, Christopher
Richard, Nathan
Richards, Aaron
Roberts, Kerne
Robertson, Kirby
Robinson, Karl
Robinson, Kendall
Robinson, Ronald
Robinson, Thomas Jr.
Robinson, Travis
Rochester & Southern Railroad
Rochester Midland Corporation
Ross Express
Rossignol, Todd
Roy, Annick (for Jean-Guy Veilleux)
Roy, Paul
Roy, Reggis
Roy, Rejean (Estate of Melissa Roy)
Roynat Inc.
Rudman & Winchell, LLC
Ruel, Luc
Rushmore, Richard
Russell, Brett
Russell, Kilby
Russell, Richard
Ryan, Gaynor
SOO Line Railroad
Sandy, Keith
Sani Estrie
Sansom, Mark
Saratoga & North Creek Railway
Saucier, David
Scalia, Timothy
Schmidt, Robert
Schultz, John
Scribner, Kenneth
Securo-Vicision
Segee, Carl
Seneca Railroad and Mining
Sessenwein Inc.
Severance, Dale

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Sheahan, Melody
Shelley, Matthew
Shields, Corey
Shorey, Ryan
Short Line Data Systems
Sierra Communications, Inc.
Signalisation De L'Estrie Inc.
SimplexGrinnell
Sinclair, Donald
Smickle, Kevin
Smith, Gary
Smith, Kevin
Smith, Larry
Snow, Peter
Sogetel Inc.
South Buffalo Railway
Spaulding Radiator Shop, Inc.
Speed, James
Speed, Kendra
Springfield Terminal Railway
Sprout, Michael
St. AMant, Andrew
St. Joseph Ambulatory Care
St. Lawrence & Atlantic RR
St. Pierre, Rogers
Stahl, Randall
Stan Campbell
Stan Campbell
Stanbridge Station
Standard Car Truck Co.
State of Maine
Stevens, Craig
Stevens, Justin
Stevens, Tory
Strato, Inc.
Strout, Kenneth
Stupakewicz, David
Sudsbury, James
Swallow's Electric, Inc.
Systemes Telephoniques
T.T.M., Inc.
TEC Associates
THG Corporation
TTX Company - Agent for UP
TTX Company - Agents for ADMX
TTX Company - Agents for CSXT
TTX Company - Agents for NS

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Tardif, Thomas
Tardiff, Roger
Tarr, Brenda
Tarr, Joey
Taxi Bedford
Taxis Megantic Enr.
Telephone Components
Telspan
Terrio, Joseph
Tesco
Tessco
Theriault, Matthew
Thomas, Franklin
Thomas, Robert
Thompson, Kimberly
Thurlow, Charles
Town of Brownville
Tozier, Nancy
Traction
Transportation Lease Systems
Triangle Engineered Products
Trucott, Eric
Turmel Y. Auto Electric
UMB Global Trade, Inc.
UPS
Unifirst Corporation
United Steel and Fasteners
Vachon, Mario
Valero Marketing & Supply
Vallieres, Mireille
Valmark Advisors, Inc.
Van Buren Light & Power
Van Buren Water District
Veilleux, Sophie (for Richard Veilleux)
Veinote, Kenneth
Verizon Wireless
Vermont Department of Taxes
Vermont Electric Cooperative
Verrill Dana LLP
Verso Paper
Veysey, Mitchell
Videotron Ltee
Ville De Bedford
Ville De Bromont
Ville De Cookshire - Eaton
Ville De Cowansville
Ville De Dunham

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Ville De Farnham
Ville De Lac Brome
Ville De Lac-Megantic
Ville De Magog
Ville De Saint-Hyacinthe
Ville De Saint-Jean-Richelieu
Ville De Saint-Jean-Richelieu
Ville De Scotstown
Ville De Sherbrooke
Ville De Sutton
Ville Saint-Pie
W.B. Mason Co., Inc.
Wabtec Global Services
Warwood Tool Company
Washburn, Jerry
Washburn, Shaun
Watson, Ed
Wellness Corporation
Western Petroleum Company
Western-Cullen-Hayes, Inc.
Weymouth, Byron III
Wheeler, Jeffrie
Wheeling & Lake Erie Railway Company
White, Bruce
White, R. Michael
White, Randy
Whitmire, Mitchell
Wilcox, John
Wilcox, Michael
Wiles, Brian
Willette, Gary
Willette, Mark
Willey, S.
Wilson, Jeremey
Wilson, Wade Sr.
Winterport Boot Shop
Wisconsin Central
Woodard, Arthur
Woodard, Robbie
Woodbury, Deborah
Worcester, Allen Jr
World Fuel Services Corporation
Worster, Allen Jr
Worster, Todd
Wright, James
XL Group Insurance Company
XL Surplus Lines

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YRC Freight
Yocum, Fred
Yocum, Frederic Jr.
York, William
Young, James Jr.
Zelkan, John
Zwicker, Eli Jr.
Nathaniel R. Hull Esq.
Robert J. Keach
Roger A. Clement, Jr. Esq.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**ORDER GRANTING APPLICATION FOR ORDER, PURSUANT TO
SECTIONS 327 AND 328 OF THE BANKRUPTCY CODE, AUTHORIZING THE
EMPLOYMENT OF SHAW FISHMAN GLANTZ & TOWBIN LLC AS SPECIAL
COUNSEL TO THE TRUSTEE, NUNC PRO TUNC TO SEPTEMBER 11, 2013**

Upon consideration of Robert J. Keach's (the "Trustee") Application for Order, Pursuant to Sections 327 and 328 of the Bankruptcy Code, Authorizing the Employment of Shaw Fishman Glantz & Towbin LLC, as Special Counsel to the Trustee, Nunc Pro Tunc to September 11, 2013 (the "Application"), and upon consideration of the Declaration of Brian L. Shaw, Esq. in Support of the Application for Order, Pursuant to Sections 327 and 328 of the Bankruptcy Code, Authorizing the Employment of Shaw Fishman Glantz & Towbin LLC, as Special Counsel to the Trustee *Nunc Pro Tunc* to September 11, 2013 (the "Shaw Declaration"), and it satisfactorily appearing that attorney Brian L. Shaw and the firm of Shaw Fishman Glantz & Towbin LLC ("Shaw Fishman") do not represent or hold any interest adverse to the Debtor or the estate with respect to the services for which Shaw Fishman is to be engaged, and it satisfactorily appearing that the employment of Shaw Fishman will be in the best interest of the Debtor's estate, it is hereby **ORDERED**, **ADJUDGED** and **DECREED** as follows:

1. The Application is granted.
2. The Trustee be and hereby is authorized to employ Shaw Fishman as his attorneys in all matters which require the services of such counsel on the terms set forth in the Application,

and to execute and deliver Shaw Fishman's engagement letter.

3. Service of the Application, the Shaw Declaration and proposed order was sufficient notice to parties under the circumstances of the Case.¹

4. Shaw Fishman be retained to serve as the Trustee's local counsel in connection with Derailment-related litigation commenced in Illinois state and federal courts, with the retention being effective as of September 11, 2013.

5. Shaw Fishman shall apply to the Court for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Case in accordance with the applicable provisions of the Bankruptcy Code, the Fed. R. Bankr. P., the Local Rules, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330, and any applicable orders of the Court.

6. In determining the amount of reasonable compensation to be awarded to Shaw Fishman, the Court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors including those enumerated in 11 U.S.C. § 330.

Dated:

The Honorable Louis H. Kornreich
U. S. Bankruptcy Judge for the District of Maine

¹ Capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Application.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

NOTICE OF HEARING

Robert J. Keach (the “Trustee”), the chapter 11 trustee in the above-captioned case, has filed an Application for Order, Pursuant to Sections 327 and 328 of the Bankruptcy Code, Authorizing the Employment of Shaw Fishman Glantz & Towbin LLC as Special Counsel to the Trustee, Nunc Pro Tunc to September 11, 2013 (the “Application”). The Application seeks approval of Shaw Fishman Glantz & Towbin LLC’s employment on a *nunc pro tunc* basis and, therefore, in accordance with D. Me. LBR 9013-1(d)(1), a hearing on the Application has been set to take place at the Bankruptcy Court, 202 Harlow Street, Bangor, Maine, on **October 31, 2013 at 10:00 a.m.** (the “Hearing”). You are encouraged to attend the Hearing.

Your rights may be affected. You should read this notice carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to approve the Application, or if you want the Court to consider your views on the Application, then **on or before October 24, 2013**, you or your attorney should file a written response with the Court explaining your position via the Court’s CM/ECF electronic filing system. If you are not able to access the CM/ECF electronic filing system, your response should be filed with the Court at:

United States Bankruptcy Court, District of Maine
Alec Leddy, Clerk
202 Harlow Street, 3rd Floor
Bangor, ME 04401

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Application and may enter an order granting that relief.

Dated: September 27, 2013

ROBERT J. KEACH
CHAPTER 11 TRUSTEE OF MAINE
MONTREAL & ATLANTIC RAILWAY,
LTD

By his attorneys:

/s/ Michael A. Fagone
Michael A. Fagone, Esq.
D. Sam Anderson, Esq.
BERNSTEIN, SHUR, SAWYER & NELSON
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
Tel: (207) 774-1200
Fax: (207) 774-1127