

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670

Chapter 11

**MOTION OF CHAPTER 11 TRUSTEE FOR ENTRY OF AN ORDER PURSUANT TO
11 U.S.C. §§ 105(a) AND 502(b)(9), FED. R. BANKR. P. 3002 AND 3003(c)(3), AND D.
ME. LBR 3003-1 ESTABLISHING DEADLINE FOR FILING PROOFS OF CLAIM
AND PROCEDURES RELATING THERETO AND APPROVING FORM
AND MANNER OF NOTICE THEREOF**

Robert J. Keach, the chapter 11 trustee (the “Trustee”) appointed in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (“MMA” or the “Debtor”), pursuant to 11 U.S.C. §§ 105(a) and 502(b)(9), Rules 3002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and D. Me. LBR 3003-1, hereby requests that the Court enter an order that: (i) establishes March 31, 2014 as the deadline for filing proofs of claim; (ii) establishes certain procedures for filing proofs of claim as described more fully below, including a provision that Derailment Claims (as defined below) filed in the Canadian Case (as defined below) and also asserting a claim against MMA will be deemed filed in this case; and (iii) approves the form and manner of notice of the Bar Date and the procedures established in relation thereto. In support of this motion (the “Motion”), the Trustee states as follows:

I. JURISDICTION, VENUE AND STATUTORY BASIS FOR RELIEF

1. The United States District Court for the District of Maine (the “District Court”) has original but not exclusive jurisdiction over this chapter 11 case pursuant to 28 U.S.C. § 1334(a) and over this Motion pursuant to 28 U.S.C. § 1334(b). Pursuant to 28 U.S.C. § 157(a)

and Rule 83.6 of the District Court's local rules, the District Court has authority to refer and has referred this chapter 11 case and this Motion to this Court.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court has constitutional authority to enter final judgment in this proceeding.

3. Venue over this chapter 11 case is proper in this district pursuant to 28 U.S.C. § 1408, and venue over this proceeding is proper in this district pursuant to 28 U.S.C. § 1409.

4. The relief sought in this Motion is predicated upon sections 105(a) and 502(b)(9) of the Bankruptcy Code, Bankruptcy Rules 3002 and 3003(c)(3), and D. Me. LBR 3003-1.

II. BACKGROUND

5. On August 7, 2013 (the "Petition Date"), the Debtor filed a voluntary petition for relief under 11 U.S.C. § 101 et seq. (the "Case"). The Debtor's bankruptcy filing was precipitated by the train derailment in Lac-Mégantic, Québec on July 6, 2013 (the "Derailment"). The Derailment set off explosions, destroyed part of downtown Lac-Mégantic, and is presumed to have killed 47 people. The Derailment also precipitated the filing by Montreal Maine & Atlantic Canada Co. ("MMA Canada"), MMA's subsidiary, under Canada's *Companies' Creditors Arrangement Act* (the "Canadian Case").

6. On September 4, 2013, the Court entered an order adopting the *Cross-Border Insolvency Protocol* (the "Protocol") [Docket No. 168]. In light of the Protocol, the Trustee has conferred with counsel to MMA Canada and with Richter Advisory Group Inc., the monitor (the "Monitor") appointed in the Canadian Case, regarding the relief sought in this Motion.

7. The Trustee anticipates that numerous claimants will assert claims against MMA and MMA Canada arising out of or related to the Derailment ("Derailment Claims"), in addition to the other significant secured, priority, and general unsecured claims that will likely be asserted

against MMA. Many, if not most, of the holders of the Derailment Claims will be Canadian citizens or entities, and many of the individuals holding Derailment Claims may speak and read French as their primary if not exclusive language. Barring an order from this Court excusing them from doing so, holders of Derailment Claims against both MMA and MMA Canada would be required to file separate claims in this case and the Canadian Case or risk having their claims barred against one or more estates. *See, e.g., In re Griffin Trading Co.*, 270 B.R. 905 (N.D. Ill. 2001) (United Kingdom claims not timely filed in U.S. case barred despite prior cooperation between U.S. chapter 7 trustee and U.K. liquidators). Moreover, issues of due process likely require that potential holders of Derailment Claims receive notices and proof of claim forms in French, as well as English. *See, e.g., In re Petition of Blackwell for the Estate of I.G. Svcs., Ltd.*, 267 B.R. 741, 754-59 (Bankr. W.D. Tex. 2001) (Court holds that due process rights of Mexican creditors were addressed by publication and service of bar date notices in Spanish as well as English).

8. Further, because MMA Canada is an unlimited liability company under Canadian law, MMA, as its parent, may be required to fund any “deficiency” in the payment of claims asserted against MMA Canada; the nature and priority of the claim or claims for such deficiency, and who may have standing to assert such claims, remains to be determined.

9. Currently, the Court has not set a date by which proofs of claim must be filed. The Trustee requires establishment of a bar date, as well as establishment of procedures governing the filing of proofs of claim, in order to identify the universe of claims asserted against the Debtor and to ensure that the Trustee is able to administer this Case as efficiently as possible, in a manner beneficial to the Debtor’s creditors and parties in interest. Moreover, MMA Canada is filing pleadings contemporaneously with this Motion, to establish a bar date

and claims process in the Canadian Case. To avoid confusion, it is critical that the bar dates are the same and that the claims processes are coordinated and integrated. Accordingly, the Trustee has filed this Motion, seeking approval of the Bar Date (as defined below) and the proposed procedures related thereto.

10. Additionally, and in light of the significant likelihood that many of the Derailment Claims asserted against MMA will be identical or similar to Derailment Claims asserted against MMA Canada, as well as the fact that MMA may be required to fund any deficiency in the payment of claims asserted against MMA Canada, the Trustee requests, by this Motion, that any Derailment Claims filed against MMA Canada in the Canadian Case, to the extent also asserting claims against MMA, be deemed filed against MMA, even if only filed in the Canadian Case.

11. In that light, the Trustee has worked with the Monitor and MMA Canada to develop the notices (the “CCAA Notices”) and special claims forms for Derailment Claims to be utilized in the Canadian Case (the “CCAA Derailment Claims Forms”), copies of which are attached hereto, along with the related pleadings filed in the Canadian Case, collectively as **Exhibit A**. The CCAA Derailment Claims Forms require the claimant to state if a claim is also asserted against MMA. The CCAA Notices and the CCAA Derailment Claims Forms will be published and distributed in French and English, with publication occurring in local, regional, and national French and English publications in Canada. In addition, the Monitor, through bilingual individuals, will conduct information sessions on claim preparation and filing in Lac-Mégantic. The Trustee would have difficulty duplicating this effort for this case alone, to the same degree, duplicating the effort would likely cause confusion, and create additional costs and expenses for the estate, all when the due process rights and interests of the holders of Derailment Claims will be best addressed by being allowed to file claims only in the Canadian Case, perhaps

in French, with such claims, to the extent also against MMA, to be deemed filed in this case, and the record in this case will be established as follows. The Monitor has agreed to provide the Trustee a detailed list and accounting of the Derailment Claims filed in the Canadian Case which also assert claims against MMA, in English, as well as translations of individual claims forms, as required, and the Trustee will in turn file such documents with this Court.

III. RELIEF REQUESTED

12. The Trustee requests that, pursuant to sections 105(a) and 502(b)(9) of the Bankruptcy Code, Bankruptcy Rules 3002 and 3003(c)(3), and D. Me. LBR 3003-1, the Court:

- i. Establish **March 31, 2014 at 5:00 p.m. (Eastern Standard Time)** as the deadline (the “Bar Date”) for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, limited liability companies, and governmental units (as defined in section 101(27) of the Bankruptcy Code)) to file a proof of claim (each, a “Proof of Claim”) in respect of a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), and including, for the avoidance of doubt, secured claims, claims under 11 U.S.C. § 1171, priority claims, and general unsecured claims against MMA; and further establish that Derailment Claims filed in the Canadian Case on or before March 31, 2014 at 5:00 p.m. shall be deemed timely filed in this case to the extent also asserting claims against MMA.
- ii. Provide that Derailment Claims filed in the Canadian Case using the CCAA Derailment Claims Forms shall be deemed filed in this case to the extent also asserting claims against MMA, and approve the Trustee’s filing of a detailed list and accounting of such Derailment Claims, in English, as prepared by the Monitor, in this Court as proof of such Derailment Claims;
- iii. Provide that the notice provided to the holders of Derailment Claims pursuant to the CCAA Notices, and via procedures in the Canadian Case (outlined in Exhibit A to this Motion), as well as pursuant to this Motion, is adequate and sufficient due process;
- iv. Otherwise approve the proposed procedures for filing Proofs of Claim in this case;

- v. Approve the proposed procedures for notice of the Bar Date, including, among other things, the form of notice (the “Bar Date Notice”) substantially in the form attached hereto as **Exhibit B**; and
- vi. Approve the form and manner of notice of this Motion.

IV. BASIS FOR RELIEF

13. Bankruptcy Rule 3002 requires holders of unsecured claims to file proofs of claim, with exceptions not relevant here. *See* Fed. R. Bankr. P. 3002(a). Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which Proofs of Claim may be filed. Moreover, Rule 3003(c)(2) provides that any creditor whose claim (a) is not scheduled in the Debtor’s schedules of assets and liabilities or (b) is scheduled as disputed, contingent, or unliquidated must file a Proof of Claim by a bar date fixed by the Court. Bankruptcy Rule 3003(c)(2) further provides that “any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.” Fed. R. Bankr. P. 3003(c)(2). Likewise, D. Me. LBR 3003-1 provides that “[c]reditors in . . . Chapter 11 cases who are listed on the debtor’s schedules as holding disputed, contingent or unliquidated claims and who are served with the claim status notice provided for in D. Me. LBR 1007-1(c), and creditors who do not agree with the amount or characterization of their claim as scheduled by the debtor, must file a proof of claim in accordance with Fed. R. Bankr. P. 3002 and 3003 no later than ninety (90) days from the first date set for the Section 341 Meeting.” D. Me. LBR 3003-1.

14. Section 502(b)(9) provides that the Court shall allow a claim except to the extent that “proof of such claim is not timely filed” 11 U.S.C. § 502(b)(9). Section 502(b)(9) of the Bankruptcy Code further provides that the “claim of a governmental unit shall be timely filed if it is filed before 180 days after the date of the order for relief or such later time as the Federal Rules of Bankruptcy Procedure may provide.” 11 U.S.C. § 502(b)(9).

15. Bankruptcy Rule 2002(a)(7) requires that all creditors receive at least twenty-one days' notice by mail of the time fixed for filing proofs of claim under Rule 3003(c)(3). *See* Fed. R. Bankr. P. 2002(a)(7). Bankruptcy Rule 2002(p)(2) requires that all creditors with a foreign address receive at least thirty days' notice by mail of the time fixed for filing a proof of claim. Fed. R. Bankr. P. 2002(p)(2). Section 105(a) provides that the court "may issue any order...that is...appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

16. The claims bar date is an essential aspect of the chapter 11 process. Indeed, "[t]he claims allowance process is an integral component of the court's equitable power to restructure debtor-creditor relationships." In re Best Prods. Co., Inc., 140 B.R. 353, 356 (Bankr. S.D.N.Y. 1992) (*citing* Langenkamp v. Culp, 298 U.S. 42 (1990)). "The bar order then is not a mere procedural gauntlet, but an integral step in the reorganization process." Id. at 357 (*citing* First Fidelity Bank, N.A. v. Hooker Inv., Inc. (In re Hooker Inv., Inc.), 937 F.2d 833, 840 (2d Cir. 1991)). A bar order enables the debtor to "ascertain with reasonable promptness the identity of those making claims against the estate and the general amount of the claims," which is a necessary step in both the reorganization and liquidation processes. Id.

17. Fixing the Bar Date will enable the Trustee to receive, analyze, and process any claims held by creditors of MMA in a timely and efficient manner. Further, establishing the procedures outlined below for filing Proofs of Claim, including the procedures relating to the Derailment Claims, will ensure that all claims can be processed efficiently and accurately for the benefit of all creditors and parties in interest.

18. Additionally, because this Case is a railroad reorganization case, section 341 of the Bankruptcy Code does not apply and no meeting of creditors has been held. *See* 11 U.S.C. § 1161. Accordingly, D. Me. LBR 3003-1, which requires that certain creditors file proofs of

claim no later than 90 days after the first date set for the meeting of creditors, does not apply. Creditors require guidance in light of this local rule, as well as the requirement under section 502(b)(9) that a proof of claim be “timely filed,” regarding how a Proof of Claim will be deemed timely filed for purposes of this Case. The Trustee requests the relief sought in this Motion to provide creditors with such guidance.

A. Proposed Procedures for Filing Proofs of Claim

19. The Trustee proposes the following procedures for filing Proofs of Claim:

- i. The Bar Date shall be **March 31, 2014 at 5:00 p.m. (EST)**.
- ii. Proofs of Claim, **other than Derailment Claims** (which may be filed in French or English in the Canadian Court), must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate published by the Bank of Canada, if applicable, as of the Petition Date); (iii) for all claims **other than the Derailment Claims**, conform substantially to Official Bankruptcy Form No. 10 (“**Official Form 10**”); (iv) set forth with specificity the legal and factual basis for the alleged claim; (v) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vi) be signed by the claimant or an authorized agent of the claimant.
- iii. Derailment Claims may be filed in this case and the Canadian Case, **provided, however, that Derailment Claims may be filed only in the Canadian Case and Derailment Claims filed only in the Canadian Case using the CCAA Derailment Claims Forms will be deemed filed in this case on the date such claims were filed in the Canadian Case to the extent also asserting claims against MMA**, and, by agreement with the Monitor, the Monitor will provide to the Trustee, in English, a detailed list and accounting of Derailment Claims filed in the Canadian Case that also assert claims against MMA (the “**CCAA Derailment Claims List**”) and the Trustee will file the CCAA Derailment Claims List with this Court. The Monitor will also provide to the Trustee, on request, copies of individual Derailment Claims.
- iv. Any person or entity that holds a claim arising from the rejection of an executory contract or unexpired lease must file a Proof of Claim on or before the **later** of (i) the date that is thirty (30) days

after the entry of an order approving the rejection of the executory contract or unexpired lease or (ii) the Bar Date (the “Rejection Bar Date”).

- v. If a claimant asserts a claim against both MMA and MMA Canada, other than a Derailment Claim, the claimant must file a separate Proof of Claim against each Debtor in each case.
- vi. A Proof of Claim shall be deemed timely filed only if it is actually filed, via CM/ECF, or actually received by the Court, on or before the Bar Date, at the address listed below:

United States Bankruptcy Court, District of Maine
c/o Alec Leddy, Clerk
202 Harlow Street
Bangor, ME 04401

- vii. Proofs of Claim sent by facsimile, telecopy, or electronic transmission (other than via the Court’s CM/ECF filing system) **will not** be accepted.
- viii. The following persons or entities are **not** required to file a Proof of Claim on or before the Bar Date, solely with respect to the claims described below:
 - a. Any person or entity whose claim is listed on MMA’s schedules, provided that (i) the claim is not listed on MMA’s schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in MMA’s schedules, and (iii) the person or entity does not dispute that the claim is an obligation of MMA;
 - b. Any person or entity whose claim has been paid in full;
 - c. Any holder of a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense, **but excluding holders of claims under 11 U.S.C. §§ 503(b)(9) or 1171 who must file Proofs of Claim by the Bar Date (or if Derailment Claims, file in the Canadian Case as set forth above)**;

- d. Any person or entity that holds a claim that heretofore has been allowed by Order of this Court entered on or before the Bar Date;
- e. Any holder of a claim for which a separate deadline has been fixed by this Court; or
- f. Any person or entity who has already timely filed a Proof of Claim against MMA and/or MMA Canada.

B. Consequences of Failure to File a Proof of Claim

20. Pursuant to Bankruptcy Rule 3003(c)(2), the Trustee requests that any holder of a claim against MMA who is required to file a Proof of Claim, but who fails to do so (or is not deemed to do so) on or before the Bar Date or the Rejection Bar Date (if applicable), be forever barred, estopped, and enjoined from asserting such claim against MMA (or filing a Proof of Claim or application for payment of administrative claim with respect thereto), and MMA and its property shall be forever discharged from any and all indebtedness or liability with respect to such claim.

C. Notice of the Bar Date

21. Within **ten (10) business days** of entry of an order granting the relief requested in this Motion, the Trustee shall cause to be mailed (i) Official Form 10 and (ii) a Bar Date Notice to the following parties or their counsel:

- i. The U.S. Trustee;
- ii. All known holders of claims listed on MMA's schedules at the addresses stated therein or as updated pursuant to a request by the creditor or by returned mail from the post office with a forwarding address;
- iii. All parties actually known to the Debtor or the Trustee as having potential claims against MMA and/or MMA Canada;
- iv. All counterparties to MMA's executory contracts and unexpired leases listed on MMA's schedules at the addresses stated therein or

as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;

- v. The attorneys of record to all parties to pending litigation against MMA, as well as the pending litigation that is the subject of the Trustee's motion under 28 U.S.C. § 157(b)(5);
- vi. All applicable federal, state, and local taxing authorities;
- vii. All parties who have sent correspondence to the Court and are listed on the Court's electronic docket;
- viii. All parties who have requested notice pursuant to Bankruptcy Rule 2002;
- ix. Counsel to the Official Committee of Derailment Victims; and
- x. Such additional persons and entities as deemed appropriate by the Trustee.

22. The Trustee intends to supplement notice of the Bar Date by providing notice by publication. Such notice is appropriate for: (i) those creditors to whom no other notice was sent and who are unknown or not reasonably ascertainable by the Trustee or the Debtor; (ii) known creditors with addresses unknown by the Trustee or the Debtor; and (iii) creditors with potential claims unknown by the Trustee or the Debtor. Accordingly, the Trustee proposes to publish the Bar Date Notice, in English and with any necessary modifications for ease of publication, once in each of: (i) the Bangor Daily News; (ii) the Portland Press Herald; and (iii) the Wall Street Journal, subject to applicable publication deadlines, at least **thirty (30) calendar days** prior to the Bar Date. The Trustee also requests authority, in his sole discretion, to publish the Bar Date Notice in additional newspapers, trade journals, or similar publications.¹

¹ The CCAA Notices will be published in various Canadian publications, in French and English; to avoid confusion, the Trustee is not publishing separately in the Canadian press. Canadian creditors of MMA who hold claims other than Derailment Claims will be served directly by mail.

D. The Proposed Bar Date and Notice Procedures Are Reasonably Calculated to Provide Due and Proper Notice

23. As set forth above, Bankruptcy Rule 2002(a)(7) requires the Trustee to provide at least twenty-one (21) days' notice of the time fixed for filing Proofs of Claim. Bankruptcy Rule 2002(p)(2) requires at least thirty (30) days' notice to creditors with a foreign address. Under the proposed Bar Date and notice procedures, the Trustee will be providing at least ninety (90) days' notice to all known creditors, more than is required under the Bankruptcy Code and the Bankruptcy Rules. Specifically, the Trustee will have ten (10) business days from the date of entry of the order on this Motion to complete the mailing of the Bar Date Notices. If the Court enters an order granting this Motion on December 19, 2013 (the day after the hearing on this Motion), the Trustee's mailing would be completed by December 30, 2013, which is 91 days prior to the proposed Bar Date. The Trustee anticipates that he could complete the mailing in less than ten business days, which would provide for a notice period of even greater than 91 days.

24. Accordingly, the Trustee submits that the proposed Bar Date and notice procedures provide sufficient time for all parties in interest, including foreign creditors, to assert their claims. Further, because the proposed notice procedures will provide notice to all known parties in interest by mail and notice to any unknown parties in interest by publication, the Trustee submits that the proposed notice procedures are reasonably calculated to provide notice to all parties that may wish to assert a claim in this Case. The Trustee further asserts that the due process rights of holders of Derailment Claims are met by use of procedures in the Canadian Case and allowing claims to be filed in the Canadian Case to be deemed filed in this case.

25. The Trustee submits that no further or other notice of the Bar Date is necessary and that the proposed notice procedures provide due and proper notice of the Bar Date.

E. Objections to Claims and Reservation of Rights

26. The Trustee reserves all rights and defenses with respect to any Proof of Claim, including, among other things, the right to object to any Proof of Claim on any grounds. The Trustee also reserves all rights and defenses to any claim listed on MMA's schedules, including, among other things, the right to dispute any such claim and assert any offsets or defenses thereto.

V. NOTICE

27. Notice of this Motion 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; (6) counsel to MMA Canada; (7) the Monitor; (8) counsel to the Monitor; (9) counsel to the Official Committee of Derailment Victims; and (10) others who have, as of the date of the Motion to Expedite, entered an appearance and requested service of papers in this case.

28. In light of the nature of the relief requested in the motion, the Trustee requests that the Court approve service of the Motion on the parties set forth above.

WHEREFORE, the Trustee respectfully requests entry of an order granting the relief requested in the Motion and such other and further relief as may be just.

Dated: December 13, 2013

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

By his attorneys:

/s/ Michael Fagone

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CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
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)**

Debtor-PETITIONER

and

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

Monitor

**MOTION FOR AN ORDER APPROVING A PROCESS TO SOLICIT CLAIMS AND
FOR THE ESTABLISHMENT OF A CLAIMS BAR DATE
(Sections 9, 10 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985,
c. C-36 ("CCAA"))**

**TO THE HONOURABLE JUSTICE GAETAN DUMAS OF THE SUPERIOR COURT, SITTING
IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF SAINT-FRANÇOIS, THE
PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:**

PREAMBLE

1. On August 8, 2013, this Honourable Court issued an order extending the protection of the *Companies' Creditors Arrangement Act* ("CCAA") to the Montreal Maine & Atlantic Canada Co. (the "**Petitioner**" or "**MM&A**") pursuant to section 11.02 of the CCAA (as amended on August 23, 2013, the "**Initial Order**");
2. Pursuant to the Initial Order, Richter Advisory Group Inc. (Richter Groupe Conseil Inc.) was appointed as monitor of the Petitioner (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was ordered until and including September 6, 2013 (the "**Stay Period**");
3. The Stay Period has since been extended by order of this Court to January 28, 2014;

4. In addition to protecting the Petitioner, the Stay of Proceedings also extends to inter alia the members of the Petitioner's corporate group (the Petitioner and the other members of its corporate group collectively referred to as the "**Petitioner's Corporate Group**") listed in Schedule "A" hereto and to the persons listed in Schedule "B" hereto (collectively, the "**Non Petitioner Defendants**"). As appears from Schedules "A" and "B", the members of the Petitioner's Corporate Group and the Non Petitioner Defendants include, inter alia, Montreal, Maine & Atlantic Railway Ltd ("**MM&AR**"), (the Petitioner's parent company), as well as their liability insurer, XL Insurance Company Ltd. (the "**Liability Insurer**" or "**XL**");
5. MM&A's filing under the CCAA was precipitated by the tragic train derailment in Lac-Mégantic on July 6, 2013 (the "**Derailment**"). The Derailment also precipitated the filing of Chapter 11 bankruptcy proceedings by MM&AR in the United States Bankruptcy Court, District of Maine (the "**Chapter 11 Case**");
6. On August 21, 2013, the United States trustee appointed Robert J. Keach to serve as trustee in the Chapter 11 Case (the "**Chapter 11 Trustee**") as appears from a copy of the Certificate of Appointment filed herewith as Exhibit P-1;
7. On September 4, 2013, the Court entered an order adopting the Cross-Border Insolvency Protocol (the "**Protocol**"). In light of the Protocol, the Petitioner and Monitor have conferred with the Chapter 11 Trustee appointed in the Chapter 11 Case regarding the relief sought in this Motion;
8. Further to the representations made at the hearing of October 9, 2013, the present Motion seeks an order from the Court (i) establishing a Claims Bar Date of March, 31, 2014 at 5:00 p.m. Montreal time (the "**Claims Bar Date**") for the filing of proofs of claim with the Monitor, (ii) approving the form, manner of notice and the filing procedure of such proofs of claim and (iii) granting such order and further relief as the court deems appropriate;
9. Prior to the Initial Order, numerous lawsuits (the "**Derailment Litigation**") were commenced in the Province of Québec and in Cook County Illinois by or on behalf of victims of the Derailment against, among others, MM&A and/or MM&AR. The Monitor anticipates that claims related to the Derailment may total thousands of claims;
10. The Petitioner requires that a Claims Bar Date as well as procedures governing the filing of proofs of claim be approved by this Court in order to identify the claims that will be asserted against MM&A, including the claims of those who suffered damages as a result of the Derailment (the "**Derailment Victims**"), and enable the Monitor to subsequently seek further directions from this Court to ensure that such claims are administered as efficiently as possible for the benefit of the creditors, including the Derailment Victims, and other parties in interest;
11. Additionally, and in light of the significant likelihood that the Derailment Victims may wish to assert their claim against MM&AR, Petitioner submits that any claims filed in the present CCAA proceedings by the Derailment Victims should be deemed filed in the Chapter 11 Case as well, if a Derailment Victim is claiming against both debtors;

12. The Chapter 11 Trustee is in agreement with the forgoing and will seek an order in the Chapter 11 Case whereby any claim filed in the present CCAA proceedings and deemed to be filed in the Chapter 11 Case will effectively be deemed to be filed in the Chapter 11 Case;
13. This, in turn, will prevent the need for Derailment Victims to file separate proofs of claim in Canada and in the United States;

GROUNDS FOR THIS MOTION

14. In order for the Petitioner to adequately formulate one or more plans of arrangement to be presented to its creditors, it is appropriate that the nature, extent and scope of the claims against it be ascertained;
15. The approval of the Claims Bar Date is necessary in order to identify such Claims with certainty and thereafter determine the most efficient process to value and pay such Claims;
16. In light of the Derailment, it is clear that the nature and scope of the anticipated claims will be particularly varied and will extend significantly beyond the trade claims that often make up the majority of unsecured claims;
17. As a result, and as will be more fully outlined below, it is in the interest of the Petitioner, the Monitor and the creditors that the claims process and the related documents be specifically tailored to the present case;
18. The adoption of the proposed claims process will therefore benefit not only the Petitioner but its creditors as a whole;

THE CLAIMS PROCESS

19. The proposed Order establishes the Claims Bar Date and outlines a procedure for the filing of any claim against the Petitioner based in whole or in part on facts existing prior to the Initial Order;
20. The Petitioner is not seeking an order from the Court in respect of the applicable procedure for the review, determination, adjudication or compromise of claims nor in respect of the calling, holding and conducting of a Creditors' meeting. Indeed, Petitioner believes that such procedures shall be better established after the amount, the number and the nature of the claims against the debtors are determined;
21. The proposed Order further provides that the Monitor shall cause a claims document package (the "**Claims Document Package**") to be sent to each known creditor of the Petitioner within twenty (20) days from the issuance of said Order. This claims package will include French and English versions of the following documents, attached herewith *en liasse* as **Exhibit P-2**:
 - i) A notice to creditors/instruction letter; and
 - ii) A proof of claim form with the following schedules attached thereto:
 - Estate information schedule;

- Claims for economic material or other damages resulting from the death of a person (Schedule 1);
 - Claim for economic, material or other damages resulting from bodily injuries suffered by yourself (Schedule 2A);
 - Claim for economic, material or other damages resulting from bodily injuries (not resulting in death) of another person (Schedule 2B);
 - Claim for economic, material or other damages suffered by an individual (not a business) not resulting from bodily injuries or death of a person (Schedule 3A);
 - Claim for economic, material or other damages suffered by a business not resulting from bodily injuries or death of a person (Schedule 3B);
 - Subrogated insurer claim directly related to damages sustained as a result of the July 6th Derailment in Lac-Mégantic (Schedule 4);
 - Government or municipality claim (Schedule 5);
 - Contribution or indemnity claim (Schedule 6);
 - Claim other than for damages as a result of the July 6, derailment (including claims by employees or former employees of petitioner) (Schedule 7);
22. In addition to mailing the claims package to the known creditors of the Petitioner, said claims package will be published by the Monitor on its website on www.richter.ca within then (10) days from the issuance of the proposed Order;
23. The Monitor will also publish in La Presse, the Montreal Gazette, the Sherbrooke Record, La Tribune and L'Écho de Frontenac, a notice of the Order to be rendered on the present Motion which will set out the Claims Bar Date and the instructions for the creditors with respect to the filing of their proofs of claim (the "**Newspaper Notice**");
24. Furthermore, given that the names and contact information of most of the Derailment Victims are unknown to Petitioner and the Monitor, the Monitor will mail to all the residents of the "MRC du Granit" (including businesses) the Newspaper Notice. Arrangements in that respect have already been made by the Monitor with Canada Post;
25. Finally, the Monitor is currently discussing with the municipality of Lac-Mégantic other possible means to reach out to the Derailment Victims, such as:
- Posting the Newspaper Notice and the Claims Document Package on the City's website;
 - Leaving copies of the Claims Document Package at various locations in the city of Lac-Mégantic;
 - Setting up and attending information meetings in Lac-Mégantic in the course of January 2014 to answer the queries of the Derailment Victims pertaining to the filing of their proofs of claim and, to the extent possible, assist them in that respect;

26. In light of the nature of this matter and, more specifically, the various nature of the claims to be filed by the Derailment Victims, Petitioner respectfully submits that it is essential to the proper administration of those claims that specific proof of claim forms be filed for different types of claims;
27. The information and documents required in support of the foreseen types of claims is such that combining them into a general proof of claim form could result in confusing and incomplete submissions, thus making it impossible to properly establish the general nature and scope of claims, let alone the burden placed on the eventual review and determination process;
28. The Proof of claim forms provided with the claims package (P-2) are specifically tailored to guide creditors so that they may provide as much information as possible to facilitate the review, determination and adjudication of their claims;
29. In the short term, the detailed, individual forms will allow for a more efficient, determination by the Monitor of the general scope, nature and extent of the claims and of the most efficient procedure to review and adjucate the claims;
30. Furthermore, they will facilitate the eventual task of determining which claims may participate in the distribution of the indemnity provided for under XL's third party liability insurance policy. Although XL has acknowledged that it shall be paying out the entire indemnity in the amount of \$25 million; not all types of damage claims may be entitled to share that indemnity since same is available only to claimants having a claim for damages related to the defined "Covered Injury", and those claims would be narrower than claims under general law;
31. Petitioner also submits that only individual persons, estates (successions) and corporations should be permitted to file claims with the Monitor, such that group or class claims should not be allowed;
32. Such groups or class claims would make it impossible for the Monitor to carry out the review, determination, adjudication or compromise of the potential rights of each "class member", which process is essential to ensuring that the rights of other creditors are respected;
33. Moreover, the Chapter 11 Trustee informed Petitioner and the Monitor that the filing of group or class claims in the Chapter 11 proceedings would not be acceptable. Consequently, the filing of group of class claims in the present CCAA proceedings would defeat one of the main purposes of this claims process which is to allow the deemed filing of the Proofs of claims in the Chapter 11 proceedings;
34. In light of the forgoing, it is respectfully submitted that the present Motion should be granted in accordance with its conclusions;

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

SERVICE

1. ORDER that the Petition is properly presentable on December 19, 2013 and that the time for service of the Petition herein be and is hereby abridged;

DEFINITIONS

2. ORDER that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
- a) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
 - b) "**Business Day**" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the Code of Civil Procedure, R.S.Q., c. C-25, as amended);
 - c) "**CCAA**" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
 - d) "**CCAA Proceedings**" means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
 - e) "**Claim**" means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind of the Petitioner owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioner become bankrupt on the Determination Date, and, without limitation, shall include (i) any Unaffected Claim, or (ii) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
 - f) "**Claims Bar Date**" means 5:00 p.m. (Montréal time) on March 31, 2014;
 - g) "**Court**" means the Québec Superior Court (Commercial Division);
 - h) "**Creditor**" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
 - i) "**Creditors' Instructions**" means the instructions for Creditors explaining how to file a Proof of claim;
 - j) "**Creditors' List**" means a list of all Known Creditors;
 - k) "**Chapter 11 Case**" means the Chapter 11 bankruptcy proceedings underway in the United States Bankruptcy Court, District of Maine, in respect of Montreal Maine & Atlantic Railway, Ltd.;

- l) **"Derailment"** means the train derailment that occurred on July 6, 2013 in the municipality of Lac-Mégantic, Québec;
- m) **"Derailment Claim"** means a claim for damages resulting from the Derailment;
- n) **"Designated Newspapers"** means La Presse, The Montreal Gazette, the Sherbrooke Record, La Tribune and L'Echo de Frontenac;
- o) **"Determination Date"** means August 8, 2013;
- p) **"Excluded Claim"** means any right of any Person against the Petitioner in connection with (i) any indebtedness, liability or obligation of any kind which came into existence on or after the Determination Date and any interest thereon, including any obligation of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and (ii) any Claim filed jointly with or between more than one Person and/or Creditor as part of a group or class claim;
- q) **"Excluded Person"** means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- r) **"Initial Order"** means the order of this Court made on August 8, 2013 under the CCAA;
- s) **"Known Creditor"** means a Creditor listed in Schedule "A";
- t) **"Monitor"** means Richter Advisory Group Inc., in its capacity as monitor pursuant to the Initial Order;
- u) **"Newspaper Notice"** means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [3], which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule "B" hereto;
- v) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- w) **"Plan"** means a plan filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- x) **"Proof of Claim"** means the form of Proof of Claim for Creditors together with its schedules referred to in paragraph 21 hereof, being substantially in the form of Schedule "C" hereto;
- y) **"Protocol"** means the Cross-Border Insolvency Protocol adopted by this Court on September 4, 2013;

- z) **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- aa) **"Restructuring Claim"** means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;
- bb) **"Unaffected Claim"** shall have the meaning ascribed to such term in the Plan;

NOTIFICATION PROCEDURE

- 3. ORDER that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers once within twenty (20) days from the date of this Order and a second time within ten (10) days of the first publication;
- 4. ORDER that the Monitor shall publish on its website at www.richter.ca, within ten (10) days of this Order, a copy of the Known Creditors' List and of the Creditors' Instructions shall allow the download of a Proof of claim;
- 5. ORDER that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions and of a Proof of claim to each Known Creditor within twenty (20) days of this Order;

CLAIMS PROCEDURE

- 6. ORDER that, unless otherwise authorized by this Court, a Creditor who does not file an individual Proof of Claim before the Claims Bar Date shall not be entitled to i) any further notice, ii) participate as a Creditor in these proceedings, iii) vote on any matter in these Proceedings, including the Plan, iv) advance a Claim against the Petitioner, and v) receive a distribution under the Plan. For greater certainty and without limiting the foregoing, the filing of a Proof of Claim on behalf of a class or group of creditors is forbidden and the filing of any such class or group proof of claim shall be deemed invalid in the present case for all legal intents and purposes;
- 7. ORDER that a Proof of Claim will be validly filed if and only if it is sent to the Monitor by mail, registered mail, courier, facsimile transmission or e-mail at the following address:

Monitor: Richter Advisory Group Inc.

Attention: Claims department

Address: 1981 McGill College, 12th Floor, Montreal, Québec, H3A 0G6

Fax: 1-800-246-1125

E-mail: mmaclaims@richter.ca

8. ORDER that the Monitor shall be deemed to have received any Proof of Claim sent pursuant to this Order on the date appearing on the postmark if it is sent by mail or on the day it is received if it is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by mail during a postal strike or work stoppage of general application;

DETERMINATION OF CLAIMS AND CREDITORS' MEETING

9. ORDER that the applicable procedures for reviewing and adjudicating Claims and for calling, holding and conducting the Creditors' Meeting shall be established by further Order of the Court. Notice of such procedures shall be provided to the service list in these proceedings and to the Creditors who have timely filed a Proof of Claim in accordance with the terms hereof;

NOTICE OF TRANSFERS

10. ORDER that, if a Creditor who has a Claim transfers or assigns all of its Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors in lieu of the transferor or assignor;
11. ORDER that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioner shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

AID AND ASSISTANCE OF OTHER COURTS


12. REQUEST the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order, the whole in keeping with the Protocol;

GENERAL PROVISIONS

13. ORDER that the form and content of the Creditors' Instructions, the Newspaper Notice and the Proof of Claim are approved;

14. ORDER that upon request by a Creditor any Proof of Claim filed in the present matter with respect to a Derailment Claim shall be deemed to have also been filed in the Chapter 11 Case;
15. ORDER that all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date or such other date or by such other method as may be provided for in the Plan;
16. ORDER that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
17. ORDER that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;
18. ORDER that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
19. ORDER the provisional execution of this Order notwithstanding appeal;
20. THE WHOLE without costs.

MONTREAL, December 13, 2013


GOWLING LAFLEUR HENDERSON LLP
Attorneys for Petitioner

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
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)**

Debtor-PETITIONER

and

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

Monitor

NOTICE OF PRESENTATION

TO: **Service list**

TAKE NOTICE that the present ***Motion for an order approving a process to solicit claims and for the establishment of a claims bar date*** will be presented for adjudication before the Honourable Justice Gaétan Dumas of the Superior Court of Quebec on **December 19, 2013** in room 2 of the Courthouse located at 375 King St. West in Sherbrooke, at 10:00 am or so soon as counsel may be heard

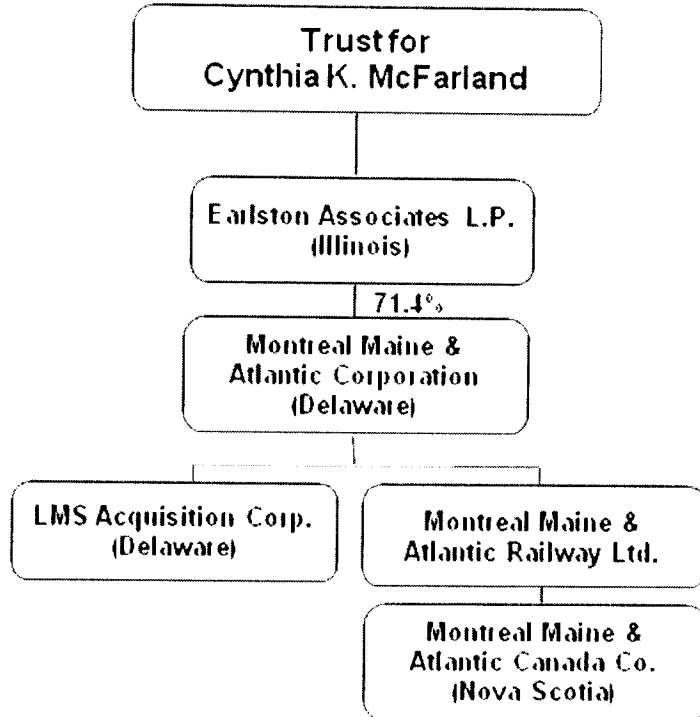
DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, December 13, 2013


GOWLING LAFLEUR HENDERSON LLP
Attorneys for Petitioner

SCHEDULE « A »

MONTREAL, MAINE & ATLANTIC CORPORATE GROUP



SCHEDULE « B »

NON PETITIONNERS DEFENDANTS :

MONTREAL, MAINE & ATLANTIC CORPORATION

MONTREAL, MAINE & ATLANTIC RAILWAY LTD

EARLSTON ASSOCIATES L.P.

EDWARD BURKHARDT

ROBERT GRINDROD

GAYNOR RYAN

DONALD GARNER JR.

JOE McGONIGLE

THOMAS HARDING

XL INSURANCE COMPANY LIMITED

XL GROUP PLC

N° 450-11-000167-134

**SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF SAINT-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)**

Debtor-PETITIONNER

and

RICHTER ADVISORY GROUP INC.

MONITOR

BL0052

**MOTION FOR AN ORDER APPROVING A
PROCESS TO SOLICIT CLAIMS AND FOR
THE ESTABLISHMENT OF A CLAIMS BAR
DATE** (Sections 9, 10 and 11 of the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36) **AND AFFIDAVIT OF
ROBERT C. GRINDROD**

ORIGINAL

Me Patrice Benoit BL0052
Gowling Lafleur Henderson LLP
1 Place Ville Marie, 37th Floor
Montreal, Québec
Canada H3B 3P4
Tel.: 514-392-9550 / Fax: 514-876-9550
Patrice.benoit@gowlings.com
File No.: 02381115
INIT.: PB/cl
c/o 3511

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re)	Chapter 11
)	Case No. 13-10670
MONTREAL MAINE & ATLANTIC)	
RAILWAY, LTD.)	
)	
Debtor.)	

**UNITED STATES TRUSTEE'S CERTIFICATE OF APPOINTMENT OF TRUSTEE
PURSUANT TO 11 U.S.C. § 1163**

In accordance with the requirements of section 1163 of the United States Bankruptcy Code, the Secretary of Transportation ("the Secretary") provided to the United States Trustee a list of five (5) disinterested persons who are qualified and willing to serve as trustee in this case. Further, the United States Trustee conducted interviews of each of the five (5) disinterested persons provided by the Secretary. Robert J. Keach, was one of the five disinterested candidates provided by the Secretary to the United States Trustee in accordance with section 1163.

PLEASE TAKE NOTICE THAT, pursuant to 11 U.S.C. § 1163, William K. Harrington, the United States Trustee for Region One (the "United States Trustee"), has appointed Robert J. Keach to serve as a trustee in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (the "Debtor"). Attached hereto as **Exhibit A** is Mr. Keach's Affidavit of Disinterestedness and Disclosure Statement.

Dated at Portland, Maine this 21st day of August, 2013.

Respectfully submitted,

William K. Harrington
United States Trustee

By: /s/ Stephen G. Morrell
Stephen G. Morrell, Esq.
Assistant United States Trustee
United States Department of Justice
Office of United States Trustee
537 Congress Street, Suite 303
Portland, ME 04101
PHONE: (207) 780-3564
Stephen.G.Morrell@usdoj.gov

CERTIFICATE OF SERVICE

I, Stephen G. Morrell, being over the age of eighteen and an employee of the United States Department of Justice, U.S. Trustee Program, hereby certify that on August 21, 2013, I electronically filed the above *United States Trustee's Certificate of Appointment of Trustee Pursuant to 11 U.S.C. §1163* and this *Certificate of Service*, which were served upon each of the parties set forth on this Service List via U.S. mail, postage prepaid, on August 21, 2013.

All other parties listed on the Notice of Electronic Filing have been served electronically.

Dated at Portland, Maine this 21st day of August, 2013.

/s/ Stephen G. Morrell

Service List:

N/A

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Secured	FEDERAL RAILROAD ADMINISTRATION		1200 NEW JERSEY AVENUE S.E. WASHINGTON DC 20590	24,578,846.00
Unsecured	ABERCORN, VILLAGE		10 CHEMIN DES EGLISES OUEST ABERCORN QC J0E 1B0	969.24
	ACCUWORK INC.		40 ADVANCE BLVD. BRAMPTON ON L6T 4J4 Fax: (416) 410-7405	
	ARMAND DUHAMEL & FILS INC.		778 RG. DE L'EGLISE STIGNACE STANBRIDGE QC J0J 1Y0	112.22
	ASPLUNDH CANADA ULC		3366, RUE JACOB-JORDAN TERREBONNE QC J6X 4J6	86,834.66
	AUBERGE H.J.P. INC.		3550 BOUL. STEARNS LAC-MEGANTIC QC G6B 2G9	26,831.73
	B2B2C		255-1575 HENRI BOURASSA O. MONTREAL QC H3M 3A9	224.85
	BELL CANADA		C.P. 8712 SUCC CENTRE-VILLE MONTREAL QC H3C 3P6	3,288.63
	BELL CANADA		C.P. 8713 SUCC CENTRE-VILLE MONTREAL QC H3C 4L6	254.12
	BELL MOBILITE PAGING		P O BOX 11097 STATION CENTRE-VILLE MONTREAL QC H3C 5E9	184.12
	BELL MOBILITY		ATT; INSOLVENCY GROUP P.O. BOX 11095 STN CENTRE-VILLE MONTREAL QC H3C 5E7 Fax: (800) 865-3055	2,280.62
	BLACK BOX CANADA CORP		P.O. BOX 56306 STATION A TORONTO ON M5W 4L1	680.74
	BLACK'S TRANSFER LTD.		P.O. BOX 1375 SAINT JOHN NB E2L 4H8	982.12
	BOB POULIOT INC.		150, RUE WELLINGTON SUD SHERBROOKE QC J1H 5C7	275.32
	BRUNSWICK TERMINAL INC.		1500-360 ST. JACQUES MONTREAL QC H2Y 1P5	1,341.92
	C. DAIGLE & FILS INC.		4299 RUE LAVAL LAC-MEGANTIC QC G6B 1B7	1,375.38
	C. S. DE REGION-DE-SHERBROOKE		C.P. 1780 SUCC PLACE DE LA CITE SHERBROOKE QC J1H 5N8	6,135.36
	C.S. DES SOMMETS		449 PERCY MAGOG QC J1X 1B5	1,028.89
	CANADIAN NATIONAL *		P.O. BOX 71206 CHICAGO IL 60694-1206 USA	500.14
	CANADIAN NATIONAL RAILWAYS		935 DE LA GAUCHETIERE WEST, 4TH FLOOR MONTREAL QC H3B 2M9	35,988.37
	CANADIAN PACIFIC RAILWAY		P.O. BOX 6042 STATION CENTRE-VILLE MONTREAL QC H3C 3E4	334.88
	CANADIAN PACIFIC RAILWAY		P.O. BOX 2078 STATION B MONTREAL QC H3B 4H4	10,724.62

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	CANADIAN PACIFIC RAILWAY CO		LOCK BOX M101979 PO BOX 2078 STATION B MONTREAL QC H3B 4H4	915,424.93
	CANTON DE BEDFORD		237 ROUTE 202 EST BEDFORD QC J0J 1A0	193.63
	CANTON DE HAMPDEN		C.P. 1055 863 ROUTE 257 NORD LA PATRIE QC J0B 1Y0	253.58
	CANTON DE LINGWICK		72 ROUTE 108 LINGWICK QC J0B 2Z0	295.46
	CANTON DE WESTBURY		168D ROUTE 112 WESTBURY QC J0B 1R0	231.16
	COLE INTERNATIONAL INC.		670 AVENUE ORLY STE 201 DORVAL QC H9P 1E9	4,312.70
	COMMUNICATION PLUS		A/S Michel Fournier 4420 RUE OUMET SHERBROOKE QC J1L 2G9	494.42
	COOP. REGIONALE D'ELECTRICITE		3113 RUE PRINCIPALE ST-JEAN BAPTISTE DE ROUVILLE QC J0L 2B0	127.76
	DAVANAC INC		1936 ST-REGIS BLVD. DORVAL QC H9P 1H6	1,076.29
	DEBROUSSAILLEURS GSL INC		5646 CHEMIN SAINT-REMI ST-ADIEN-DE-HAM QC J0A 1C0	77,085.00
	DELL CANADA		BOITE POSTALE 8440 STATION A TORONTO ON M5W 3P1	528.87
	DELL CANADA		501-155 GORDON BAKER RD NORTH YORK ON M2H 3N5	1,533.77
	DISTRIBUTION D'EAU R.C. INC.		2755 ROUTE 235 STE-SABINE QC J0J 2B0	586.50
	DJL, INC.		REGION HAUTE-YAMASKA 2 RUE DES CARRIERES BROMONT QC J2L 1S3	288.51
	ELECTRO-MAG		3920 BOULEVARD INDUSTRIELLE SHERBROOKE QC J1L 2T8	142.22
	ENTREPRISES ELECTRIQUES		DENIS & ROY INC. 1015 PRINCIPALE EST FARNHAM QC J2N 1M9	248.43
	ENTREPRISES ELECTRIQUES		LANCTOT INC. 632 PRINCIPALE EST FARNHAM QC J2N 1M1	6,726.04
	EQUIPEMENTS LABRECQUE INC.		1542 ROUTE 241 SHEFFORD QC J2M 1L2	13.80
	ERICO		P.O. BOX 4622 POSTAL STATION "A" TORONTO ON M5W 5A9	3,279.09
	EXCAVATION R. LABRECQUE		7152 CH. BLANCHETTE SHERBROOKE QC J1N 0C7	576.39
	EXCAVATION ROGER LUSSIER		224 CHEMIN DES FOUGERES SUTTON QC J0E 2K0	858.86
	FEDERAL RAILROAD ADMINISTRATION		1200 NEW JERSEY AVENUE S.E. WASHINGTON DC 20590	2,984,324.41
	GOSELIN BICYCLES (1987) INC.		3636 RUE CHOQUETTE LAC-MEGANTIC QC G6B 1W7	1,828.10

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	GOWLING LAFLEUR HENDERSON LLP		BOX 466 STATION 'D' OTTAWA ON K1P 1C3	266,216.60
	GRAYMONT (QC) INC. C/O M05724C		C.P. 40010 SUCC. CENTRE-VILLE MONTREAL QC H3C 0K1	718.87
	GROUPE DE SECURITE GARDA SENC		705 RUE BOURGET MONTREAL QC H4C 2M6	34,973.88
	GROUPE SIGNALISATION ESTRIE		520 RUE PEPIN SHERBROOKE QC J1L 2Y8	35.53
	HUDON DESBIENS ST-GERMAIN		ENVIRONNEMENT INC. 100-640 WEST SAINT-PAUL MONTREAL QC H3C 1L9	5,435.45
	HYDRO QUEBEC		CP 11022 SUCC CENTRE-VILLE MONTREAL QC H3C 4V6	633.89
	INTERNATIONAL SECRETARY/		TC LOCAL 1976 USWA 202-2360 AVE DE LASALLE MONTREAL QC H1V 2L1	2,019.10
	JAYCHRIS INDUS-RAIL SUPPLY INC		PO BOX 70 10 PLACE DU COMMERCE BROSSARD QC J4W 4T0	1,805.11
	JOSEE POUTRE		826 DES LIEVRES FARNHAM QC J2N 3C6	175.00
	LAFONTAINE & FILS INC.		2900 LAVAL LAC-MEGANTIC QC G6B 1A3	6,479.85
	LAREAU & FILS INC.		210 RANG AUDETTE STE-SABINE QC J0J 2B0	45,065.97
	LINDE CANADA		P.O. BOX 11451 MONTREAL QC H3C 5K3	378.31
	MADAME ESTHER NOLET		308 RUE ST-LAMBERT SHERBROOKE QC J1C 0N9	74.73
	MAGASIN BELL PLACE BELVEDERE		340 BELVEDERE LOCAL 022A SHERBROOKE QC J1H 4B5	97.73
	MCCAN EQUIPMENT LTD		10255 COTE DE LIESSE DORVAL QC H9P 1A3	3,670.00
	MD-UN INC.		510 CHARBONNEAU ST-AMABLE QC J0L 1N0	133,708.34
	MEDISYS		1100-500 RUE SHERBROOKE OUEST MONTREAL QC H3A 3C6	432.98
	MINISTER OF REVENUE OF QUEBEC		C. P. 25500 SUCCURSALE TERMIN QUEBEC QC G1A 0A9	13,168.28
	MIREILLE VALLIERES		195 10E RANG SAINT-SABASTIEN QC G0Y 1M0	75.00
	MONTREAL MAINE ATLANTIC RAILWAY LTD.		15 IRON ROAD Hermon ME 04401	43,424,450.00
	MUN DE SAINT-ETIENNE-DE-BOLTON		9 RANG DE LA MONTAGNE ST-ETIENNE-DE-BOLTON QC J0E 2E0	554.40
	MUN DE SAINT-PAUL-D'ABBOTSFORD		926 RUE PRINCIPALE EST ST-PAUL-D'ABBOTSFORD QC J0E 1A0	1,168.33
	MUN. DE MONT-SAINT-GREGOIRE		225 RUE SAINT-JOSEPH MONT-SAINT-GREGOIRE QC J0J 1K0	2,743.91
	MUN. DE SAINTE-BRIGIDE		480 HOTEL DE VILLE STE BRIGIDE QC J0J 1X0	2,300.47

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	MUN. NOTRE-DAME DE STANBRIDGE		CP 209 900 RUE PRINCIPALE NOTREDAME-STANBRIDGE QC J0J 1M0	331.09
	MUNI. DU CANTON DE POTTON		2 RUE VALE PERKINS MANSONVILLE QC J0E 1X0	1,395.50
	MUNICIPALITE D' AUSTIN		21 CHEMIN MILLINGTON AUSTIN QC J0B 1B0	1,648.08
	MUNICIPALITE D' EASTMAN		160 GEORGE-BONNALLIE, C.P. 150 EASTMAN QC J0E 1P0	3,398.18
	MUNICIPALITE D'ANGE-GARDIEN		249 RUE SAINT-JOSEPH ANGE-GARDIEN QC J0E 1E0	1,154.38
	MUNICIPALITE DE BOLTON-OUEST		9 TOWN HALL BOLTON-OUEST QC J0E 2T0	376.44
	MUNICIPALITE DE BRIGHAM		118 RUE DES CEDRES BRIGHAM QC J2K 4K4	2,962.96
	MUNICIPALITE DE BURY		563 MAIN BURY QC J0B 1J0	1,610.62
	MUNICIPALITE DE EAST FARNHAM		228 RUE PRINCIPALE EAST FARNHAM QC J2K 4T5	198.57
	MUNICIPALITE DE FRONTENAC		2430 RUE ST-JEAN FRONTENAC QC G6B 2S1	1,076.07
	MUNICIPALITE DE MILAN		403 RANG SAINTE-MARIE MILAN QC G0Y 1E0	1,111.94
	MUNICIPALITE DE NANTES		1244 RUE PRINCIPALE, C.P. 60 NANTES QC G0Y 1G0	1,714.49
	MUNICIPALITE DE SAINTE-SABINE		185 RUE PRINCIPALE STE-SABINE QC J0J 2B0	641.16
	MUNICIPALITE DE STUKELY		101 PL. DE LA MAIRIE STUKELY-SUD QC J0E 2J0	2,523.69
	NEW BRUNSWICK SOUTHERN		RAILWAY COMPANY LIMITED P.O. BOX 5777 SAINT JOHN NB E2L 4M3	2,351,245.75
	OMER DION		25 CHEMIN DU GOLF FARNHAM QC J2N 2P9	1,025.57
	OXY-CENTRE INC.		1723 ROUTE 122 NOTREDAME BONCONSEIL QC J0C 1A0	247.58
	OXYMAX		115 RUISSEAU ST-LOUIS OUEST MARIEVILLE QC J3M 1P7	5,438.44
	PAPETERIE COUPAL INC.		160 RUE PRINCIPALE EST FARNHAM QC J2N 1L4	788.98
	PERFORMANCE PACKAGING		301 BOUL. GRAND NORD COWANSVILLE QC J2K 1A8	363.38
	PERKAN INC.		2350 SAINT-PATRICK MONTREAL QC H3K 1B6	30,254.46
	PETRO SUD-OUEST INC		M. LUC LABELLE 619 LAURENT GRANBY QC J2G 8Y3	72,645.93
	PETROLES R. TURMEL INC.		4575 RUE LATULIPPE LAC-MEGANTIC QC G6B 3H1	68,864.77
	PETROLES SHERBROOKE		125 RUE QUATRE-PINS SHERBROOKE QC J1J 2L5	4,900.74

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	PLOMBERIE FARNHAM		1401 RUE ST-PAUL FARNHAM QC J2N 2L2	96.59
	PRAXAIR		PO BOX 400 STATION D SCARBOROUGH ON M1R 5M1	496.58
	QUATREX ENVIRONNEMENT INC		2105, MONTEREY LAVAL QC H7L 3T6	2,873.67
	RAILWAY ASSOCIATION OF CANADA		901-99 BANK STREET OTTAWA ON K1P 6B9	2,010.00
	RECUPERATION 2000 INC.		133 RUE DRYDEN COWANSVILLE QC J2K 3G6	742.46
	ROYNAT INC.		METROTOWER 1500-4710 KINGSWAY BURNABY BC V5H 4M2	925.04
	SANI ESTRIE		530 RUE EDOUARD GRANBY QC J2G 3Z6	271.08
	SANITAIRES LAC-MEGANTIC		8191, ROUTE 204 FRONTENAC QC G6B 2S1	3,721.74
	SECURITE GRANBY INC.		1008 RUE MARCOUX GRANBY QC J2J 1E3	12,274.05
	SECURO-VISION		2285 DE LA METROPOLE LONGUEUIL QC J4G 1E5	187.00
	SENEY ELECTRIQUE INC.		1771 PRINCIPALE EST FARNHAM QC J2N 1N5	7,530.86
	SESSENWEIN INC.		2205 BOUL. HYMUS BLVD. DORVAL QC H9P 1J8	9,423.35
	SIGNALISATION DE L'ESTRIE INC.		520 RUE PEPIN SHERBROOKE QC J1L 2Y8	35.53
	SOGETEL INC.		111 RUE DE 12-NOVEMBRE NICOLET QC J3T 1S3	136.41
	ST. LAWRENCE & ATLANTIC RR		M2118 C.P.11500 SUCC. CENTRE-VILLE MONTREAL QC H3C 5N7	50,422.58
	STANBRIDGE STATION		229 PRINCIPALE STANBRIDGE-STATION QC J0J 2J0	306.67
	SYSTEMES TELEPHONIQUES		251 ROBINSON SUD GRANBY QC J2G 7M5	124.17
	TAXI BEDFORD		45 RUE CYR BEDFORD QC J0J 1A0	5,058.90
	TAXIS MEGANTIC ENR.		5321 FRONTENAC LAC-MEGANTIC QC G6B 1H4	10,415.65
	TRANSPORTACTION LEASE SYSTEMS		51 CONSTELLATION COURT TORONTO ON M9W 1K4	72,141.73
	TURMEL Y. AUTO ELECTRIC		4094 RUE LAVAL LAC-MEGANTIC QC G6B 1B2	98.88
	VEILLEUX, ANDRE		3129 RUE DE LA BAIE-DES-SABLES LAC MEGANTIC QC G6B 1R5	
	VIDEOTRON LTEE		CP 11078 SUCC CENTRE-VILLE MONTREAL QC H3C 5B7	163.21
	VILLE DE BEDFORD		1 PRINCIPALE BEDFORD QC J0J 1A0	4,396.89

In the matter of the Plan of Compromise or Arrangement of
Montreal, Main & Atlantic Canada Co
Of the City of Montréal
In the province of Québec

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	VILLE DE BROMONT		88 BOUL DE BROMONT BROMONT QC J2L 1A1	13,314.73
	VILLE DE COOKSHIRE - EATON		220 RUE PRINCIPALE EST COOKSHIRE QC J0B 1M0	3,712.57
	VILLE DE COWANSVILLE		220 PLACE MUNICIPALE COWANSVILLE QC J2K 1T4	14,683.92
	VILLE DE DUNHAM		3777 PRINCIPALE, CP 70 DUNHAM QC J0E 1M0	212.38
	VILLE DE FARNHAM		477 RUE DE L'HOTEL-DE-VILLE FARNHAM QC J2N 2H3	30,158.05
	VILLE DE LAC BROME		122 LAKESIDE C.P. 60 LAC BROME QC J0E 1V0	8,122.14
	VILLE DE LAC-MEGANTIC		200-5527 RUE FRONTENAC LAC-MEGANTIC QC G6B 1H6	13,785.12
	VILLE DE MAGOG		7 RUE PRINCIPALE EST MAGOG QC J1X 1Y4	51,971.56
	VILLE DE SAINT-HYACINTHE		700 AV. DE L'HOTEL-DE-VILLE SAINT-HYACINTHE QC J2S 5B2	8,192.55
	VILLE DE SAINT-JEAN-RICHELIEU		CASE POSTALE 700 75 RUE SAINT-JACQUES SAINT-JEAN-RICHELIEU QC J3B 6Z8	18,738.55
	VILLE DE SAINTJEAN-RICHELIEU		188 RUE JACQUES-CARTIER NORD SAINT-JEAN-RICHELIEU QC J3B 6Z8	41.68
	VILLE DE SCOTSTOWN		101 CHEMIN VICTORIA OUEST SCOTSTOWN QC J0B 3B0	997.76
	VILLE DE SHERBROOKE		C P 610 145 RUE WELLINGTON NORD SHERBROOKE QC J1H 5H9	86,742.19
	VILLE DE SUTTON		11 RUE PRINCIPALE SUD SUTTON QC J0E 2K0	5,058.48
	VILLE SAINT-PIE		77 RUE ST-PIERRE ST-PIE QC J0H 1W0	1,364.50
	YRC FREIGHT		P.O. BOX 3531 STATION A TORONTO ON M5W 3G4	2,342.29

ESTATE INFORMATION SCHEDULE

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**ESTATE INFORMATION SCHEDULE TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM ON BEHALF OF AN ESTATE (OR
SUCCESSION) FOR DAMAGES RESULTING FROM THE DEATH OF A PERSON**

I. BASIC INFORMATION

1. Name of the Deceased/Estate: _____
2. Residential address of the Deceased (at time of death): _____

3. Date of birth of the Deceased (DD-MM-YYYY): _____
4. Please include a copy of the death certificate. _____
5. Name of liquidator(s):
 - a) _____
 - b) _____
 - c) _____
6. Include all the documents required to establish the appointment of the liquidator(s)

**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF
MONTREAL, MAINE & ATLANTIC CANADA CO.**

**NOTICE TO CREDITORS OF THE DEADLINE
TO FILE PROOFS OF CLAIM**

Pursuant to the Claims Order granted by the Superior Court on December 19, 2013, (the "Order") concerning claims against Montreal, Maine & Atlantic Canada Co. ("MM&A"), notice is hereby given to the creditors of MM&A that any Proof of Claim must be received by the Monitor, Richter Advisory Group Inc., no later than March 31, 2014, at 5:00 p.m., Montréal time (the "Claims Bar Date") at 1981 McGill College, 12th floor, Montréal, Québec, H3A 0G6.

The Order is binding on all Creditors with a Claim.

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

Any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Order, which is available on the following website:

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

We reiterate that, by virtue of the Order, the Claims Bar Date is March 31, 2014, at 5:00 p.m., Montréal time. Creditors who will not have filed a Proof of Claim by the Claims Bar Date, in compliance with the instructions thereto (i) shall not be entitled to participate as Creditors in these proceedings, (ii) shall not be entitled to vote on any matter relating to these proceedings, including the Plan (iii) shall not be entitled to assert their Claim against MM&A and MM&AR and (iv) shall not be entitled to receive any distribution whatsoever under the Plan.

Creditors must file their Proofs of Claim with the Monitor by mail, messenger, facsimile, or e-mail, so that such Proofs of Claim are received by the Monitor **by no later than the Claims Bar Date at the following address:**

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

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

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

Information sessions will be held in Lac-Mégantic on:

- January ●, 2014 at ● at the ●
- January ●, 2014 at ● at the ●

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

**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF
MONTREAL, MAINE & ATLANTIC CANADA CO.**

CREDITORS' INSTRUCTIONS

On August 8, 2013, Richter Advisory Group Inc. ("Richter") was appointed by the Quebec Superior Court to act as the Monitor of Montreal, Maine & Atlantic Canada Co. ("MM&A") under the *Companies' Creditors Arrangement Act* ("CCAA"). In addition to the CCAA proceedings, Montreal Maine & Atlantic Railway, Ltd. ("MM&AR") commenced proceedings under Chapter 11 of the Bankruptcy Code in the United States and a Chapter 11 Trustee was appointed.

As part of the CCAA process and as approved by the Court, the Monitor has set up a claims process to enable all the creditors of MM&A, including all the victims of the derailment, to file a claim against MM&A and in the case of the claims of the victims of the derailment, to file their claims against MM&A and MM&AR.

A claims document package is available on the Monitor's website at <http://www.richter.ca/en/insolvency-cases/m/montreal-maine-and-atlantic-canada-co> or a copy can be mailed to you upon request by calling 1-866-845-8958 or sending an email to mmaclaims@richter.ca. In addition, copies of the claims document package will be made available in Lac-Mégantic at the following locations:

•

Representatives of Richter will conduct information sessions in Lac-Mégantic on the following dates and locations:

- January ●, 2014 at ●
- January ●, 2014 at ●

to answer questions creditors may have about the Proof of claim forms or the filing of their claims. In addition, Richter representatives will remain in Lac-Mégantic following the information sessions and creditors can make appointments to meet with them. Furthermore, creditors can call us at 1-866-845-8958 or send an email to mmaclaims@richter.ca for any enquiries.

We recognize that these Proof of claim forms are detailed and may appear complex; however the information to be provided on the forms is necessary to ensure our efficient review of the claims for an eventual distribution to claimants. The completion of the Proof of claim form is the first phase in this process, which entails gathering information to determine the nature and extent of the claims. We will not be able, at this stage, to comment or provide any indication on what amounts, if any, will be paid pursuant to the claims that have been received.

As noted on the Proof of claim forms, any derailment claim is deemed to be filed concurrently in both the Canadian (with respect to Montreal, Maine & Atlantic Co.) and the United States (with respect to Montreal, Maine & Atlantic Railway Ltd.) insolvency proceedings if a claimant indicates that the claim is being asserted against both entities. Hence, duplicate forms are not required to be filed with the Chapter 11 Trustee.

Please note that pursuant to a court order ("Order") granted by the Superior Court on December 19, 2013, any Proof of claim must be filed by mail, messenger, facsimile, or e-mail and received by the Monitor, Richter Advisory Group Inc., **by March 31, 2014** at the following coordinates:

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

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

Any claim sent by fax, by messenger or by e-mail is deemed to be received by the Monitor upon receipt. Any claim sent by mail is deemed to be received by the Monitor at the post-mark date.

Creditors who have not filed a proof of claim with the supporting documents by March 31, 2014 in compliance with the Order will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall NOT be entitled to participate as a creditor in the proceedings, (ii) shall NOT be entitled to vote on any matter relating to these proceedings, including the Plan of compromise or arrangement of Montreal, Maine & Atlantic Canada Co. (the "Plan") and the Plan of Reorganization in the Chapter 11 proceedings, (iii) shall NOT be entitled to assert any claim against Montreal, Maine & Atlantic Canada Co. and Montreal, Maine and Atlantic Railway, Ltd. (iv) and shall NOT be entitled to receive any distribution under the Plan or under the Plan of Reorganization in the Chapter 11 proceedings.

MONTREAL, this ____ day of _____

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

RICHTER

CANADA
PROVINCE OF QUEBEC
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. 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

PROOF OF CLAIM

1) PARTICULARS OF THE CREDITOR AND ADDRESS WHERE NOTICES SHOULD BE SENT

Full legal name of the Creditor: _____ (the "Creditor")

Full mailing address of the Creditor: _____

Telephone number of the Creditor: _____

E-mail address of the Creditor: _____

Name of the authorized representative of the Creditor, if applicable : _____

Full mailing address of the authorized representative: _____

Telephone number of the authorized representative: _____

E-mail address of authorized representative of the Creditor: _____

Title or capacity of authorized representative of the Creditor: _____

If the Creditor is an Estate, please complete the "Estate Information Schedule" attached.

2) DECLARATION

I have a claim against:

- Montreal, Maine & Atlantic Canada Co. (Canadian insolvency proceedings); or
- Montreal, Maine & Atlantic Railway, Ltd. (United States insolvency proceedings); or
- Both Montreal, Maine & Atlantic Canada Co. and Montreal, Maine & Atlantic Railway, Ltd.

T. 1-866-845-8958
F. 1-800-246-1125
mmaclaims@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group inc.
1981 McGill College
Montréal, QC H3A 0G6

Montréal, Toronto



3) CLAIMS FOR DAMAGES RELATING TO THE JULY 6, 2013 DERAILMENT IN THE TOWN OF LAC-MÉGANTIC (HEREINAFTER REFERRED TO AS DERAILMENT CLAIMS).

DERAILMENT CLAIMS ARE DEEMED TO BE FILED CONCURRENTLY IN BOTH THE CANADIAN (WITH RESPECT TO MONTREAL, MAINE & ATLANTIC CANADA CO.) AND THE UNITED STATES (WITH RESPECT TO MONTREAL, MAINE & ATLANTIC RAILWAY LTD.) INSOLVENCY PROCEEDINGS, BY THE FILING OF THE PRESENT FORM.

IMPORTANT – The categories of damages that may be claimed below are indicative only. Completing a proof of claim does not determine (i) that the type of claim is valid, well-founded and/or will be allowed, (ii) that any amounts claimed will be recognized as well-founded or that they will be allowed as valid claims, and (iii) that any claims allowed can or will be satisfied in whole or in part as a result of any of these proceedings. The Schedules attached to the present form are to assist you in providing particulars and a description of damages that you are claiming but are indicative only; they are not to be understood as suggesting that all categories of damages would apply to all persons affected by the derailment and they are not intended to limit the damages that may be claimed. You should complete and attach as many Schedules as necessary to provide a complete description of all of the damages that you are claiming.

For claims other than for damages relating to the July 6, 2013 derailment in the Town of Lac-Mégantic a detailed, complete statement of account must be attached to the proof of claim. Provide all particulars of the claim and supporting documents, including amount, description of transaction(s) or agreements(s) giving rise to the claim. The amount on the statement of account must correspond with the amount claimed on the proof of claim. The detailed statement of account must show the date, the invoice number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. If the claim cannot be evidenced through a statement of account, the Creditor must provide a sworn affidavit providing all particulars of the claim, together with all supporting documents.

If the claim is in a foreign currency, it 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, namely August 8, 2013 (US \$1 = CA \$1.0348; 1 EURO = CA \$1.3857).

The proof of claim form must be received by the Monitor, Richter Advisory Group Inc., by March 31, 2014 at 5 p.m., Montreal Time (Claims Bar Date).

The proof of claim may be filed by regular mail, by fax, by messenger or by any other means of electronic mail addressed to:

**Richter Advisory Group Inc.
(In its capacity as Court-appointed Monitor of
Montreal, Maine & Atlantic Canada Co.)
Attention: Claims Department
1981 McGill College, 12th Floor
Montréal QC H3A 0G6
Facsimile: 1-800-246-1125
Email: mmaclaims@richter.ca**

Any claim sent by fax, by messenger or by any other means of electronic mail is deemed to be received by the Monitor upon receipt. Any claim sent by mail is deemed to be received by the Monitor at the post-mark date.

The proof of claim must be signed and SWORN by the Creditor or its duly authorized representative before a commissioner of oaths.

AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO.	AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY LTD. (IF DIFFERENT)
--	--

If you are claiming damages resulting from the death of a person (details to be provided on **Schedule 1** attached hereto):

- | | | |
|--|------------|------------|
| A. ECONOMIC AND MATERIAL DAMAGES
(from Schedule 1, pages 8 & 9) | CA\$ _____ | CA\$ _____ |
| B. OTHER DAMAGES
(from Schedule 1, pages 10 & 11) | CA\$ _____ | CA\$ _____ |

If you are claiming damages resulting from bodily injuries not resulting in death (details to be provided on Schedules 2A and/or 2B attached hereto):

• *If you are claiming damages resulting from bodily injuries suffered by yourself, complete **Schedule 2A***

- | | | |
|---|------------|------------|
| C. ECONOMIC AND MATERIAL DAMAGES
(from Schedule 2A, pages 7 & 8) | CA\$ _____ | CA\$ _____ |
| D. OTHER DAMAGES
(from Schedule 2A, pages 9 & 10) | CA\$ _____ | CA\$ _____ |

• *If you are claiming damages resulting from bodily injuries suffered by someone else, complete **Schedule 2B***

- | | | |
|---|------------|------------|
| E. ECONOMIC AND MATERIAL DAMAGES
(from Schedule 2B, pages 10 & 11) | CA\$ _____ | CA\$ _____ |
| F. OTHER DAMAGES
(from Schedule 2B, pages 12 & 13) | CA\$ _____ | CA\$ _____ |

AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO.	AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY LTD. (IF DIFFERENT)
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If you are claiming damages (of individuals or businesses) other than those resulting from the death of a person or from bodily injuries (details to be provided on Schedules 3A and/or 3B attached hereto):

• *If you are claiming damages suffered by an individual, complete **Schedule 3A***

G. MATERIAL DAMAGES TO PROPERTY (from Schedule 3A, pages 6 & 7)	CA\$ _____	CA\$ _____
H. DAMAGES FOR LOSS OF USE OF PROPERTY (from Schedule 3A, pages 10 & 11)	CA\$ _____	CA\$ _____
I. DAMAGES FOR LOSS OF INCOME (from Schedule 3A, pages 13 & 14)	CA\$ _____	CA\$ _____
J. OTHER DAMAGES (from Schedule 3A, pages 15 & 16)	CA\$ _____	CA\$ _____

• *If you are claiming damages suffered by a business, complete **Schedule 3B***

K. MATERIAL DAMAGES TO PROPERTY (from Schedule 3B, pages 5 & 6)	CA\$ _____	CA\$ _____
L. DAMAGES RESULTING FROM LOSS OF USE OF PROPERTY (from Schedule 3B, pages 10 & 11)	CA\$ _____	CA\$ _____
M. BUSINESS DAMAGES <u>NOT</u> RESULTING FROM LOSS OF USE OF PROPERTY (from Schedule 3B, pages 14 & 15)	CA\$ _____	CA\$ _____
N. OTHER DAMAGES (from Schedule 3B, pages 16 & 17)	CA\$ _____	CA\$ _____

O. If you are an insurer and have a subrogated claim, complete Schedule 4 (from page 1)	CA\$ _____	CA\$ _____
--	------------	------------

P. If you are a government or municipality, complete Schedule 5 (from page 6)	CA\$ _____	CA\$ _____
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Q. If you have a contribution or indemnity claim, complete Schedule 6	CA\$ _____	CA\$ _____
--	------------	------------

4) ALL CLAIMS, OTHER THAN DERAILMENT CLAIMS, AS OF AND INCLUDING AUGUST 7, 2013 (DEEMED TO BE FILED ONLY IN THE CANADIAN INSOLVENCY PROCEEDINGS) (details to be provided below and on Schedule 7 attached hereto):

(check and complete appropriate box)

UNSECURED CLAIM OF CA\$ _____

That in respect of this debt, the Creditor does not hold any assets of the Petitioner as security.

Regarding the amount of CA\$ _____ the undersigned does not claim a right to a priority.

Regarding the amount of CA\$ _____ the undersigned claims a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) or would claim such a priority if the current proof of claim were filed pursuant to the *Bankruptcy and Insolvency Act* (Canada).

SECURED CLAIM OF CA\$ _____

That in respect of this debt, the Creditor holds assets of the Petitioner valued at CA\$ _____ as security, particulars of which are as follows.

(Give full particulars of the security, including the date on which the security was given and attach a copy of the security documents)

CLAIM BY WAGE EARNER (ONLY OF MONTREAL, MAINE & ATLANTIC CANADA CO.)
ATLANTIC CANADA CO.) CA\$ _____
consisting of:

Unpaid wages of CA\$ _____

Unpaid vacation pay CA\$ _____

5) TIME LIMIT FOR FILING OF CLAIM

Pursuant to the Claims Order granted by the Superior Court on December 19, 2013 ("Order"), the Claims Bar Date has been fixed to March 31, 2014 at 5:00 P.M., Montréal Time.

Creditors who have not filed a proof of claim with the supporting documents by the Claims Bar Date in compliance with the Order will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall NOT be entitled to participate as a creditor in the proceedings, (ii) shall NOT be entitled to vote on any matter relating to these proceedings, including the Plan of compromise or arrangement of Montreal, Maine & Atlantic Canada Co. (the "Plan") and the Plan of Reorganization in the Chapter 11 proceedings, (iii) shall NOT be entitled to assert any claim against Montreal, Maine & Atlantic Canada Co. and Montreal, Maine and Atlantic Railway, Ltd. (iv) and shall NOT be entitled to receive any distribution under the Plan or under the Plan of Reorganization in the Chapter 11 proceedings.

Dated at _____ this ____ day of _____ 201__

(Signature of the Creditor or of its authorized representative)

(Please print name)

I solemnly affirm that all that is stated in the present document and its schedules is the truth.

SWORN TO before me in _____, this _____ day of _____ 2014

Commissioner of oaths

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 1 TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM FOR
ECONOMIC, MATERIAL OR OTHER DAMAGES RESULTING FROM
THE DEATH OF A PERSON**

**(IF YOU ARE CLAIMING DAMAGES AS A RESULT OF MORE THAN ONE DEATH,
PLEASE COMPLETE A SEPARATE SCHEDULE FOR EACH DECEASED)**

I. BASIC INFORMATION

1. Name of Creditor: _____
2. Date of birth of Creditor (DD-MM-YYYY): _____

II. INFORMATION REGARDING THE DECEASED

3. Name of the Deceased: _____
4. Select which of the following relationship applies to you. The Deceased was my:
 - Spouse
 - Former spouse
 - De facto* Spouse (If selected, how long was the *de facto* spouse relationship : _____)
 - Child
 - Mother
 - Father
 - Brother
 - Sister

If none of the foregoing applies, please specify and describe the nature of your relationship:

5. Please include a copy of the death certificate.
6. Please provide the following information relating to the Deceased, if it is known to you:
 - a. If the Deceased was married at the time of death, provide the name and age of spouse, date of marriage and civic address of spouse at time of death:

SCHEDULE 1

- b. If the Deceased was in a relationship with a *de facto* spouse (“conjoint de fait”), at the time of death, provide the name, age of *de facto* spouse, address and date at which they started to live together:

- c. If the Deceased was divorced, or separated at the time of death, provide the name(s) and age(s) of former spouse(s), and any payment obligations paid or owed or financial support to former spouse(s) by the Deceased:

- d. If the Deceased was divorced or separated at the time of death, provide the name(s) and age(s) of former spouse(s), and any payment obligations paid or owed or financial support to the Deceased by the former spouse(s):

- e. Provide the names and ages of the children of the Deceased. Please indicate if any of the children were still living at home with the Deceased at the time of death:

- f. Please list any family members or persons other than those above that were dependent on the Deceased and were receiving or are owed payment or financial support from the Deceased. Provide names, ages and amounts:

SCHEDULE 1

III. MEDICAL CONDITION OF THE DECEASED AT THE TIME OF DERAILMENT

- 7. Please describe to the best of your knowledge any medical problems, medical condition or health issues of the Deceased prior to the Derailment:

- 8. Prior to the Derailment, was the Deceased diagnosed with, or treated for, or taking any medication, in connection with any illnesses or disabilities? In the affirmative, please provide details:

- 9. Was the Deceased denied medical insurance coverage for any reason? In the affirmative, please provide details:

SCHEDULE 1

IV. OTHER INFORMATION RELEVANT TO A CLAIM REGARDING THE LOSS OF INCOME OR ECONOMIC SUPPORT TO THE CREDITOR DUE TO THE DEATH OF ANOTHER PERSON

(This section is to be completed only if the Creditor is claiming loss of income or economic support resulting from the death of another person.)

Education of the Deceased

10. Describe the education, studies (in progress or completed), degrees, diplomas, certifications, memberships of professional orders or other trade associations of the Deceased at the time of the Derailment:

Employment / work information and history of the Deceased

11. Describe the employment, position held, trade, work or other occupation of the Deceased at the time of the Derailment:

12. If applicable, name of the employer of the Deceased at the time of the Derailment:

13. If applicable, duration of that employment at the time of the Derailment: _____

14. If applicable, gross and net income from all sources of the Deceased at the time of the Derailment:

a. Weekly: Gross: CA \$ _____ Net: CA\$ _____
b. Annually: Gross: CA \$ _____ Net: CA\$ _____

15. Describe (in general terms) the work / employment experience of the Deceased at the time of the Derailment:

SCHEDULE 1

16. Describe specifically the employment, positions held, or work of the Deceased during the three (3) year period preceding the Derailment:

17. Provide the gross and net annual income from all sources of the Deceased for the three (3) year period prior to the Derailment:

a. 2012:	Gross:	CA \$ _____	Net:	CA\$ _____
b. 2011:	Gross:	CA \$ _____	Net:	CA\$ _____
c. 2010:	Gross:	CA \$ _____	Net:	CA\$ _____

Employment / work information and history of the Creditor

18. Were you dependent on the Deceased or receiving financial support from the Deceased at the time of the Derailment? Yes No

If yes, how much were you receiving at the time of the Derailment (indicate amount CA\$ _____ and period _____).

19. Describe your employment, position held, trade, work or other occupation at the time of the Derailment:

20. If applicable, name of your employer at the time of the Derailment:

21. If applicable, duration of that employment at the time of the Derailment: _____

22. If applicable, your gross and net income from all sources at the time of the Derailment:

a. Weekly:	Gross:	CA \$ _____	Net:	CA\$ _____
b. Annually:	Gross:	CA \$ _____	Net:	CA\$ _____

23. Describe (in general terms) your work / employment experience:

SCHEDULE 1

24. Describe specifically the employment, positions you held, or your work during the three (3) year period preceding the Derailment:

25. Provide your gross and net annual income from all sources for the three (3) year period prior to the Derailment:

a. 2012:	Gross:	CA \$ _____	Net:	CA\$ _____
b. 2011:	Gross:	CA \$ _____	Net:	CA\$ _____
c. 2010:	Gross:	CA \$ _____	Net:	CA\$ _____

26. Has your employment or occupation status changed since then? Yes No
If yes, please provide details as to your present status:

27. Provide your gross and net income from all sources at the time of the Claim:

a. Weekly:	Gross:	CA \$ _____	Net:	CA\$ _____
b. Annually:	Gross:	CA \$ _____	Net:	CA\$ _____

28. Are you dependent on another person or receiving financial support from another person since the Derailment? Yes No

If yes, provide the name of such person: _____
The relationship between you and that person: _____
The amounts you received: CA\$ _____
The amounts you expect to receive; and CA\$ _____
Until what date: _____

SCHEDULE 1

V. ECONOMIC AND MATERIAL DAMAGES (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS) SUFFERED BY CREDITOR DUE TO THE DEATH OF THE DECEASED

29. If you are claiming economic and material damages sustained by yourself due to the death of the Deceased, please list comprehensively and describe in detail the **individual amounts, nature** and **basis** of any damages claimed. The following categories are indicative only:

a. Expenses you would not have otherwise incurred from July 6, 2013 to the date of this claim (describe):

CA\$ _____

b. Future expenses of any other kind that you expect to incur and that you would not have otherwise incurred (describe):

CA\$ _____

c. Loss of personal income from July 6, 2013 to the date of this claim (describe the reasons why you suffered a loss of income due to the death of the Deceased):

CA\$ _____

d. Expected loss of future personal income (describe the reasons why you will suffer a loss of future income due to the death of the Deceased):

CA\$ _____

SCHEDULE 1

e. Loss of economic support from the Deceased since July 6, 2013: CA\$ _____

f. Expected loss of future economic support from the Deceased: CA\$ _____

g. Any other economic damages resulting from the death of the Deceased (describe): CA\$ _____

Total Economic and Material Damages
(Enter on line A. on page 3 of proof of claim form) CA\$ _____

SCHEDULE 1

VI. OTHER DAMAGES SUFFERED BY CREDITOR DUE TO THE DEATH OF THE DECEASED (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

31. If you are claiming any other damages, please list comprehensively and describe in detail all the **nature** and **dollar amounts** sought in respect of all **categories** of damages claimed. The following categories are indicative only:

a. Psychological pain, sadness, anguish, anxiety, emotional distress and suffering as a result of the Deceased's death:

CA\$ _____

b. Loss of consortium, *solatium doloris*, psychological support from the Deceased, loss of enjoyment of life:

CA\$ _____

c. Troubles and inconveniences:

CA\$ _____

d. Other damages:

CA\$ _____

Total Other Damages
(Enter on line B. on page 3 of proof of claim form)

CA\$ _____

SCHEDULE 1

OTHER DAMAGES (FOR MONTREAL, MAINE & ATLANTIC RAILWAY, LTD., IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT)

32. If, for the purposes of claims against Montreal, Maine & Atlantic Railway, Ltd., you are claiming any other damages (i.e. other than those described in the above section dealing with damages claimed against Montreal, Maine & Atlantic Canada Co.), suffered by yourself due to the death of the Deceased, then please provide a complete description of any other damages or amounts that you are claiming against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line B. on page 3 of proof of claim form)

CA\$ _____

[A series of horizontal lines provided for the claimant to enter details of other damages.]

SCHEDULE 1

VII. OTHER INFORMATION

33. Please provide full details of all insurance policies that were in effect at the time of the Derailment:

	Insurance policy A.	Insurance policy B.
a. Nature of insurance policy:		
b. Name of policy holder:		
c. Amount of coverage:		
d. Policy number:		
e. Insurance company name and contact information:		
f. Has payment been received? If yes, what amount?		
g. Are any additional insurance claims being pursued or expected?		

34. Did the Creditor receive payments or financial assistance from the Government of Quebec, the Government of Canada, any municipality, any person or organization as a result of the Derailment? If you have, then please indicate:

Name of government department, municipality, person or organization providing financial assistance	Amounts received CA\$	Date of payments	Date of reimbursement, if any

SCHEDULE 1

35. If you are completing this claim form in a representative capacity (e.g. on behalf of a minor or another) please complete the following contact information:

Your name: _____
Street address: _____
City, province and postal code: _____
E-mail address: _____
Telephone number: _____
In what capacity are you representing the Creditor: _____

36. Provide the following contact information for any lawyer representing the Creditor:

Lawyer's name: _____
Name of law firm: _____
Street address: _____
City, province/state, postal/zip code: _____
E-mail address: _____
Telephone number: _____

37. Provide details of any legal action commenced by yourself as a result of the Derailment:

Name of parties: _____

Current Civil Action Court File No.: _____
Jurisdiction: _____
Judicial district: _____
(Attach a copy of the proceedings)

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 2A TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM FOR
ECONOMIC, MATERIAL OR OTHER DAMAGES RESULTING FROM
BODILY INJURIES SUFFERED BY YOURSELF**

I. BASIC INFORMATION

- 1. Name of Creditor: _____
- 2. Date of birth of Creditor (DD-MM-YYYY): _____

II. INFORMATION REGARDING THE BODILY INJURIES SUFFERED BY THE CREDITOR AND HIS OR HER MEDICAL CONDITION

- 3. Please provide the following information in respect of the bodily injuries suffered by yourself due to the Derailment:

a. Description of the injuries:

b. Was there a hospitalization following the injuries? Yes No

c. Name of hospital: _____

d. Date of hospitalization: _____

e. Date of discharge: _____

f. Did the injuries result in physical or psychological treatment? Yes No

g. Is physical or psychological treatment still being administered? Yes No

h. Describe the treatments administered since suffering the bodily injuries and as a result of those injuries:

SCHEDULE 2A

- i. Identify the hospitals, clinics, other institutions and persons who prescribed and/or dispensed the treatments administered (please include full contact information):

- j. Describe any expected future treatments to be administered and over what anticipated period of time and by which institutions (if known):

- k. Has the injuries resulted in any disability? Yes No.

If Yes, please indicate the current percentage level of **temporary** disability: _____ % and the expected percentage level of **permanent** disability that will result from the bodily injuries: _____ %.

- l. Have these percentages been confirmed to you in writing by a healthcare professional? In the affirmative, please attach such document (if available) and provide the complete contact information for such person:

- 4. Please describe any medical problems, medical condition or health issues prior to the Derailment:

SCHEDULE 2A

5. Prior to the Derailment, were you diagnosed with, or treated for, or taking any medication, in connection with any illnesses or disabilities? In the affirmative, please provide details:

6. Were you ever denied medical insurance coverage for any reason? In the affirmative, please provide details:

SCHEDULE 2A

III. OTHER INFORMATION RELEVANT TO A CLAIM REGARDING THE LOSS OF INCOME OF THE CREDITOR DUE TO HIS OR HER INJURIES

(This section is to be completed only if the Creditor is claiming loss of income resulting from his or her bodily injuries).

Education

- 7. Describe your education, studies (in progress or completed), degrees, diplomas, certifications, memberships of professional orders, or other trade associations at the time of the Derailment:

Employment / Work information and history

- 8. Describe your employment, position held, trade, work or other occupation at the time of the Derailment:

- 9. If applicable, name of your employer at the time of the Derailment:

- 10. If applicable, duration of the employment of the time of the Derailment: _____

- 11. If applicable, your gross and net income from all sources at the time of the Derailment:

a. Weekly: Gross: CA\$ _____ Net: CA\$ _____
b. Annually: Gross: CA\$ _____ Net: CA\$ _____

- 12. Describe (in general terms) your work / employment experience:

SCHEDULE 2A

13. Describe specifically the employment, positions you held, or your work during the three (3) year period preceding the Derailment:

14. Provide the gross and net annual income from all sources for the three (3) year period prior to the Derailment:

a. 2012:	Gross:	CA\$ _____	Net:	CA\$ _____
b. 2011:	Gross:	CA\$ _____	Net:	CA\$ _____
c. 2010:	Gross:	CA\$ _____	Net:	CA\$ _____

15. Have you lost your employment, work or source of income due to your injuries following the Derailment? Yes No

a. Did you receive monetary compensation? If yes, please indicate the amount CA\$ _____ and the source of the monetary compensation:

b. Did you find a new employment, work or source of income since? If yes, please indicate the name of your new employer: _____ and if you are working full-time, or part-time.

16. Provide your gross and net income from all sources at the time of the Claim:

a. Weekly:	Gross:	CA\$ _____	Net:	CA\$ _____
b. Annually:	Gross:	CA\$ _____	Net:	CA\$ _____

SCHEDULE 2A

ECONOMIC AND MATERIAL DAMAGES SUFFERED BY CREDITOR DUE TO HIS OR HER INJURIES (FOR CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

17. If you are claiming economic and material damages suffered by yourself due to your injuries, please list comprehensively and describe in detail the **individual amounts, nature** and **basis** of any damages claimed. The following categories are indicative only.

a. Medical expenses from July 6, 2013 to the date of this claim that you have personally incurred (describe):

CA\$ _____

b. Expected future medical expenses that you will personally incur (describe):

CA\$ _____

c. Expenses of any other kind from July 6, 2013 to the date of this claim directly associated with the injuries sustained (describe):

CA\$ _____

d. Expected future expenses of any other kind that you will incur directly associated with the injuries sustained (describe):

CA\$ _____

SCHEDULE 2A

e. Loss of personal income from July 6, 2013 to the date of this claim directly associated with the injuries (describe):

CA\$ _____

f. Expected loss of future personal income directly associated with the injuries (describe):

CA\$ _____

g. Any other economic or material damages resulting from your injuries (describe):

CA\$ _____

Total Economic and Material Damages:
(Enter on line C. on page 3 of proof of claim form)

CA\$ _____

SCHEDULE 2A

IV. OTHER DAMAGES SUFFERED BY CREDITOR DUE TO HIS OR HER INJURIES (FOR CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

19. If you are claiming any other damages suffered by yourself associated with your injuries, please list comprehensively and describe in detail all the **nature** and **dollar amounts** sought in respect of all **categories** of damages claimed. The following categories are indicative only:

a. Psychological pain, sadness, anguish, anxiety, mental shock, emotional distress and suffering as a result of your injuries: CA\$ _____

b. Loss of consortium, *solutium doloris*, loss of psychological support, loss of enjoyment of life: CA\$ _____

c. Troubles and inconveniences CA\$ _____:

d. Other damages: CA\$ _____

Total Other Damages
(Enter on line D. on page 3 of proof of claim form) CA\$ _____

SCHEDULE 2A

V. OTHER INFORMATION

21. Please provide full details of all insurance policies that were in effect at the time of the Derailment:

	Insurance policy A.	Insurance policy B.
a. Nature of insurance policy:		
b. Name of policy holder:		
c. Amount of coverage:		
d. Policy number:		
e. Insurance company name and contact information:		
f. Has payment been received? If yes, what amount?		
g. Are any additional insurance claims being pursued or expected?		

22. Did the Creditor receive payments or financial assistance from the Government of Quebec, the Government of Canada, any municipality, any person or organization as a result of the Derailment? If you have, then please indicate:

Name of government department, municipality, person or organization providing financial assistance	Amounts received CA\$	Date of payments	Date of reimbursement, if any

SCHEDULE 2A

23. If you are completing this claim form in a representative capacity (i.e. on behalf of a minor or another), please complete the following contact information:

Your name: _____
Street address: _____
City, province and postal code: _____
E-mail address: _____
Telephone number: _____
In what capacity are you representing the Creditor: _____

24. Provide the following contact information for any lawyer representing the Creditor:

Lawyer's name: _____
Name of law firm: _____
Street address: _____
City, province/state, postal/zip code: _____
E-mail address: _____
Telephone number: _____

25. Provide details of any legal action commenced by yourself as a result of the Derailment:

Name of the parties: _____

Current Civil Action Court File No. _____
Jurisdiction: _____
Judicial district: _____
(Attach a copy of the proceedings)

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 2B TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM FOR
ECONOMIC, MATERIAL OR OTHER DAMAGES RESULTING FROM
BODILY INJURIES (NOT RESULTING IN DEATH) OF ANOTHER PERSON**

I. BASIC INFORMATION

1. Name of Creditor: _____
2. Date of birth of Creditor (DD-MM-YYYY): _____

II. INFORMATION REGARDING THE INJURED PERSON

3. Name of the Injured person: _____
4. Date of birth of the Injured person (DD-MM-YYYY): _____

5. Select which of the following relationships applies to you. The Injured person is my:
 - Spouse
 - De facto* Spouse (If selected, how long was the *de facto* spouse relationship: _____)
 - Child
 - Mother
 - Father
 - Brother
 - Sister

If none of the foregoing applies, please specify and describe the nature of your relationship:

6. Provide the following information relating to the Injured person:
 - a. If the Injured person was married at the time of the bodily injuries, provide the name and age of spouse, date of marriage and civic address of spouse at time of the bodily injuries:

SCHEDULE 2B

- b. If the Injured person was in a relationship of *de facto* spouse (“conjoint de fait”) at the time of the bodily injuries, provide the name, age of *de facto* spouse, address and date at which they started to live together:

- c. If the Injured person was divorced or separated at the time of the bodily injuries, provide the name(s) and age(s) of former spouse(s), and any payment obligations paid or owed or financial support to former spouse(s) by the Injured person:

- d. If the Injured person was divorced or separated at the time of the bodily injuries, provide the name(s) and age(s) of former spouse(s), and any payment obligations paid or owed or financial support to the Injured person by the former spouse(s):

- e. Provide the names and ages of the children of the Injured person. Please indicate if any of the children were still living at home with the Injured person at the time of the bodily injuries:

- f. Please list any family member or person other than those above that were dependent on the Injured person and were receiving or are owed payment or financial support from the Injured person. Provide names, ages and amounts:

SCHEDULE 2B

III. INFORMATION REGARDING THE BODILY INJURIES OF THE INJURED PERSON

7. To your knowledge, has the Injured person filed a Proof of Claim as a Creditor for his or her bodily injuries (**Schedule 2A**) ? Yes No
(If yes, you may skip to Section V of this Schedule if the Injured person has provided the following information.)

8. Please provide the following information in respect of the bodily injuries suffered by the Injured person:

a. Description of the injuries:

b. Was there a hospitalization following the bodily injuries? Yes No

c. Name of hospital: _____

d. Date of hospitalization: _____

e. Date of discharge: _____

f. Did the injuries result in physical or psychological treatment? Yes No

g. Is physical or psychological treatment still being administered? Yes No

h. Describe the treatments administered since the person suffered the bodily injuries and as a result of those injuries:

i. Identify the hospitals, clinics, other institutions and persons who prescribed and/or dispensed the treatments administered (please include full contact information):

SCHEDULE 2B

- j. Describe any expected future treatments to be administered and over what anticipated period of time and by which institutions (if known):

- k. Has the injuries resulted in any disability? Yes No

If Yes, please indicate the current percentage level of **temporary** disability: _____% and the expected percentage level of **permanent** disability that will result from the bodily injuries: _____%.

- l. Have these percentages been confirmed to you by a healthcare professional? In the affirmative, please attach such document (if available) and provide the complete contact information for such person:

- m. Has the Injured person been unable to work due to the injuries? If so, for what period and for how many days?

SCHEDULE 2B

IV. MEDICAL CONDITION OF THE INJURED PERSON AT THE TIME OF DERAILMENT

9. Please describe to the best of your knowledge any medical problems, medical condition or health issues of the Injured person prior to the Derailment:

10. Prior to the Derailment, was the Injured person diagnosed with, or treated for, or taking any medication, in connection with any illnesses or disabilities? In the affirmative, please provide details:

11. Was the Injured person denied medical insurance coverage for any reason? In the affirmative, please provide details:

SCHEDULE 2B

V. OTHER INFORMATION RELEVANT TO A CLAIM REGARDING THE LOSS OF INCOME OR ECONOMIC SUPPORT TO THE CREDITOR DUE TO THE BODILY INJURIES OF ANOTHER PERSON

(This section is to be completed only if the Creditor is claiming loss of income or economic support resulting from the bodily injuries, not resulting in death of another person.)

Education of the Injured person

12. Describe the education, studies (in progress or completed), degrees, diplomas, certifications, memberships of professional orders or other trade associations of the Injured person at the time of the Derailment:

Employment / work information and history of the Injured Person

13. Describe the employment, position held, trade, work or other occupation of the Injured person at the time of the Derailment:

14. If applicable, name of the employer of the Injured person at the time of the Derailment:

15. If applicable, duration of that employment at the time of the Derailment: _____

16. If applicable, gross and net income from all sources of the Injured person at the time of the Derailment:

a. Weekly: Gross: CA\$ _____ Net: CA\$ _____
b. Annually: Gross: CA\$ _____ Net: CA\$ _____

17. Describe (in general terms) the work / employment experience of the Injured person at the time of the Derailment:

SCHEDULE 2B

18. Describe specifically the employment, positions held, or work of the Injured person during the three (3) year period preceding the Derailment:

19. Provide the gross and net annual income from all sources of the Injured person for the three (3) year period prior to the Derailment:

a. 2012:	Gross:	CA\$ _____	Net:	CA\$ _____
b. 2011:	Gross:	CA\$ _____	Net:	CA\$ _____
c. 2010:	Gross:	CA\$ _____	Net:	CA\$ _____

Employment / work information and history of the Creditor

20. Were you dependent on the Injured person or receiving financial support from the Injured person at the time of the Derailment? Yes No

If yes, how much were you receiving at the time of the Derailment (indicate amount CA\$ _____ and period _____).

21. If applicable, describe your employment, position held, trade, work or other occupation at the time of the Derailment:

22. If applicable, name of your employer at the time of the Derailment:

23. If applicable, duration of that employment at the time of the Derailment: _____

24. If applicable, your gross and net income from all sources at the time of the Derailment:

a. Weekly:	Gross:	CA\$ _____	Net:	CA\$ _____
b. Annually:	Gross:	CA\$ _____	Net:	CA\$ _____

25. Describe (in general terms) your work / employment experience:

SCHEDULE 2B

26. Describe specifically the employment, positions you held, or your work during the three (3) year period preceding the Derailment:

27. Provide your gross and net annual income from all sources for the three (3) year period prior to the Derailment:

a. 2012:	Gross:	CA\$ _____	Net:	CA\$ _____
b. 2011:	Gross:	CA\$ _____	Net:	CA\$ _____
c. 2010:	Gross:	CA\$ _____	Net:	CA\$ _____

28. Has your employment or occupation status changed since the Derailment? Yes No
If yes, please provide details as to your present status:

29. Provide your gross and net income from all sources at the time of the Claim:

a. Weekly:	Gross:	CA\$ _____	Net:	CA\$ _____
b. Annually:	Gross:	CA\$ _____	Net:	CA\$ _____

30. Are you dependent of another person or receiving financial support from another person since the Derailment? Yes No

If yes, provide the name of such person: _____

The relationship between you and that person: _____

The amounts you received: CA\$ _____

The amounts you expect to receive; and CA\$ _____

Until what date: _____

SCHEDULE 2B

VI. ECONOMIC AND MATERIAL DAMAGES SUFFERED BY CREDITOR DUE TO THE BODILY INJURIES NOT RESULTING IN DEATH OF ANOTHER PERSON (FOR CLAIMS AGAINST MONTRÉAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

31. If you are claiming economic and material damages sustained by yourself due to the injuries of another person not resulting in death, please list comprehensively and describe in detail the **individual amounts, nature** and **basis** of any damages claimed. The following categories are indicative only.

a. Expenses you would not have otherwise incurred from July 6, 2013 to the date of this claim (describe):

CA\$ _____

b. Future expenses of any other kind that you expect to incur and that you would not have otherwise incurred (describe):

CA\$ _____

c. Loss of personal income from July 6, 2013 to the date of this claim (describe the reasons why you suffered a loss of income due to the injuries, not resulting in death of another person):

CA\$ _____

SCHEDULE 2B

d. Expected loss of future personal income (describe the reasons why you will suffer a loss of future income due to the injuries of another person, not resulting in death):

CA\$ _____

e. Loss of economic support from the Injured person (describe the reasons why you suffered a loss of economic support due to the injuries of another person, not resulting in death):

CA\$ _____

f. Expected loss of future economic support from the Injured person (describe the reasons why you will suffer the loss of future economic support due to the injuries of another person, not resulting in death):

CA\$ _____

g. Any other economic damages resulting from the injuries of another person, not resulting in death (describe):

CA\$ _____

Total Economic and Material Damages
(Enter on line E. on page 3 of proof of claim form)

CA\$ _____

SCHEDULE 2B

VII. OTHER DAMAGES SUFFERED BY CREDITOR DUE TO THE INJURIES OF ANOTHER PERSON, NOT RESULTING IN DEATH (FOR CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

33. If you are claiming any other damages suffered by yourself due to bodily injuries of another person not resulting in death, please list comprehensively and describe in detail all the **nature** and **dollar amounts** sought in respect of all **categories** of damages claimed. The following categories are indicative only:

a. Psychological pain, sadness, anguish, anxiety, mental shock emotional distress, and suffering as a result of the bodily injuries to another person:

CA\$ _____

b. Loss of consortium, psychological support from the result of the bodily injuries to another person, loss of enjoyment of life:

CA\$ _____

c. Troubles and inconveniences:

CA\$ _____

d. Other damages:

CA\$ _____

Total Other Damages
(Enter on line F. on page 3 of proof of claim form)

CA\$ _____

SCHEDULE 2B

VIII OTHER INFORMATION

35. Please provide full details of all insurance policies that were in effect at the time of the Derailment:

	Insurance policy A.	Insurance policy B.
a. Nature of insurance policy:		
b. Name of policy holder:		
c. Amount of coverage:		
d. Policy number:		
e. Insurance company name and contact information:		
f. Has payment been received? If yes, what amount?		
g. Are any additional insurance claims being pursued or expected?		

36. Did the Creditor receive payments or financial assistance from the Government of Quebec, the Government of Canada, any municipality, any person or organization as a result of the Derailment? If you have, then please indicate:

Name of government department, municipality, person or organization providing financial assistance	Amounts received CA\$	Date of payments	Date of reimbursement, if any

SCHEDULE 2B

37. If you are completing this claim form in a representative capacity (e.g. on behalf of a minor or another), please complete the following contact information:

Your name: _____
Street address: _____
City, province and postal code: _____
E-mail address: _____
Telephone number: _____
In what capacity are you representing the Creditor: _____

38. Provide the following contact information for any lawyer representing the Creditor:

Lawyer's name: _____
Name of law firm: _____
Street address: _____
City, province/state, postal/zip code: _____
E-mail address: _____
Telephone number: _____

39. Provide details of any legal action commenced by yourself as a result of the Derailment:

Name of the parties: _____

Current Civil Action Court File No. _____
Jurisdiction : _____
Judicial district: _____
(Attach a copy of the proceedings)

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 3A TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM
FOR ECONOMIC, MATERIAL OR OTHER DAMAGES SUFFERED BY
AN INDIVIDUAL (NOT A BUSINESS)
NOT RESULTING FROM BODILY INJURIES OR DEATH OF A PERSON**

I. BASIC INFORMATION

1. Name of Creditor: _____
2. Date of birth of Creditor (DD-MM-YYYY): _____

II. INDEX

3. If you have a claim for material damages to a property owned by you complete Section III (**page 1**).
4. If you have a claim for damages from the loss of use of a property owned or used by you complete Section IV (**page 8**).
5. If you have a claim for damages for the loss of income as a result of business interruption or loss of employment due to the Derailment complete Section V (**page 12**).
6. If you have a claim for other damages complete Section VI (**page 15**).

III. MATERIAL DAMAGES TO PROPERTY OWNED BY CREDITOR (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

(Give full particulars of material damages to property owned by the Creditor resulting from the Derailment. Provide supporting documentation regarding property damages, including amount and description of transaction giving rise to the claim, including invoices, proof of payments, evaluations and estimates. Annex additional pages and documents as necessary to provide complete description.)

7. Please provide full details on how the property was destroyed or damaged:

SCHEDULE 3A

8. Address(es) of location of my property (that suffered material damages) at the time of the Derailment:

a) Street: _____

b) City: _____

c) Postal Code: _____

9. The value of my property destroyed as a result of the Derailment which will not be replaced is broken down as follows:

a) Immovable property:

i. Home CA\$ _____

ii. Other buildings or immovable property (describe) (e.g. sheds, landscaping) CA\$ _____

b) If applicable, tangible (physical) moveable property for personal use:

i. Furniture CA\$ _____

ii. Automobiles CA\$ _____

iii. Jewelry CA\$ _____

iv. Electronics CA\$ _____

v. Appliances CA\$ _____

vi. Clothing CA\$ _____

vii. Computers CA\$ _____

viii. Other (describe) CA\$ _____

c) Intangible (not physical) property (e.g. digital pictures and data): CA\$ _____

d) Other (describe): CA\$ _____

**Total value of property destroyed which will not be replaced
(Enter on page 6)**

CA\$ _____

SCHEDULE 3A

10. I already have incurred the following expenses in order to repair or replace in whole or in part my property damaged or destroyed as a result of the Derailment (excluding environmental decontamination and remediation expenses), broken down as follows:

a) Immovable property:

i. Home CA\$ _____

ii. Other buildings or immovable property (describe) (e.g. sheds, landscaping) CA\$ _____

b) If applicable, tangible (physical) moveable property for personal use:

i. Furniture CA\$ _____

ii. Automobiles CA\$ _____

iii. Jewelry CA\$ _____

iv. Electronics CA\$ _____

v. Appliances CA\$ _____

vi. Clothing CA\$ _____

vii. Computers CA\$ _____

viii. Other (describe) CA\$ _____

c) Intangible (not physical) property (e.g. digital pictures and data): CA\$ _____

d) Other (describe): CA\$ _____

SCHEDULE 3A

11. I will have to incur additional estimated expenses in order to repair or replace in whole or in part my property damaged or destroyed as a result of the Derailment (excluding environmental decontamination and remediation expenses), broken down as follows:

a) Immovable property:

- i. Home CA\$ _____
 - ii. Other buildings or immovable property (describe) CA\$ _____
- _____
- _____
- _____

b) If applicable, tangible (physical) moveable property for personal use:

- i. Furniture CA\$ _____
- ii. Automobiles CA\$ _____
- iii. Jewelry CA\$ _____
- iv. Electronics CA\$ _____
- v. Appliances CA\$ _____
- vi. Clothing CA\$ _____
- vii. Computers CA\$ _____
- viii. Other (describe) CA\$ _____

c) Intangible (not physical) property (e.g. digital pictures and data): CA\$ _____

d) Other (describe): CA\$ _____

Total expenses incurred and/or estimated to be incurred to replace in whole or in part my property (Enter on page 6)

CA\$ _____

SCHEDULE 3A

12. I have already incurred expenses in order to decontaminate and rehabilitate my property, broken down as follows (if information available):

a) Decontamination of soil and underground water: CA\$ _____

b) Decontamination of immovable property (excluding soil and underground water): CA\$ _____

c) Decontamination of moveable property (ex.furniture, equipment): CA\$ _____

d) Fees for environmental consultants and experts: CA\$ _____

e) Other (describe): CA\$ _____

13. I will have to incur additional estimated expenses in order to decontaminate and rehabilitate my property, broken down as follows (if information available):

a) Decontamination of soil and underground water: CA\$ _____

b) Decontamination of immovable property (excluding soil and underground water): CA\$ _____

c) Decontamination of moveable property (ex.furniture, equipment): CA\$ _____

d) Fees for environmental consultants and experts: CA\$ _____

e) Other (describe): CA\$ _____

Total expenses incurred and/or estimated to be incurred to decontaminate and rehabilitate my property (Enter on page 6)

CA\$ _____

SCHEDULE 3A

**MATERIAL DAMAGES TO PROPERTY (FOR MONTREAL, MAINE & ATLANTIC CANADA CO.
(IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS))**

Total value of property destroyed which will not be replaced (From
page 2) CA\$ _____

Total expenses incurred and/or estimated to be incurred to replace
in whole or in part my property (From page 4) CA\$ _____

Total expenses incurred and/or estimated to be incurred to
decontaminate and rehabilitate my property (From page 5) CA\$ _____

Total Material Damages to Property
(Enter on line G. on page 4 of proof of claim form) CA\$ _____

SCHEDULE 3A

IV. DAMAGES FOR LOSS OF USE OF PROPERTY OWNED OR USED BY CREDITOR (EXCLUDING LOSS OF INCOME) (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

(Complete this section only if you claim damages for loss of use of your owned property or rental property.)

(Give full particulars of claim for loss of use of property resulting from the Derailment. Provide supporting documentation, proof of ownership or right of use (ex. lease) of property as well as invoices, proof of payments, evaluations and estimates of additional expenses. Annex additional pages and documents as necessary to provide complete description.)

15. Please provide full details on how the property was destroyed or damaged:

16. Description of the property, the use of which was lost:

a. The address of the property (if multiple properties, please provide for each):

b. Was the property rented or owned by you? (If multiple properties, please provide for each):

c. Was the property used for personal purposes or for business purposes? (If multiple properties, please provide for each):

d. If applicable, on what date did you completely lose the use of the property? (If multiple properties, please provide for each):

e. If applicable, on what date did you partially lose the use of the property? (If multiple properties, please provide for each):

SCHEDULE 3A

- f. If applicable, on what date did you recover the use of the property? (If multiple properties, please provide for each):

- g. If you have not yet recovered the use of the property at the present time, please indicate the date when you expect to recover the use of the property. (If multiple properties, please provide for each):

- h. If the loss of use of property was only partial, please describe as best you can the extent to which use was lost, during which periods, and the remaining use available during the applicable periods. (If multiple properties, please provide for each):

- i. Describe the reasons or events which resulted in the complete or partial loss of use of your property (e.g. damage or destruction by fire or by other causes, contamination of property, restricted access to the property ordered by authorities). (If multiple properties, please provide for each):

- j. If you were a tenant of the property for which use was lost (i.e. it was rented to you), did you pay rent during the period of loss of use? If yes, how much?

- k. If you were a tenant of the property for which use was lost (i.e. it was rented to you), did you receive an indemnity from the landlord or a rent reduction or credit or any other compensation from the landlord in connection with the loss of use? If yes, how much?

SCHEDULE 3A

l. What is the amount you are claiming for complete loss of use of property (if multiple properties, please provide for each)? CA\$ _____

Describe the details of the amount claimed for complete loss of use of property in the above answer (i.e. how you calculated the amounts claimed) (if multiple properties, please provide for each):

m. What is the amount you are claiming for partial loss of use of property (if multiple properties, please provide for each)? CA\$ _____

Describe the details of the amount claimed for partial loss of use of property in the above answer (i.e. how you calculated the amounts claimed) (if multiple properties, please provide for each):

17. Please provide the amounts of any additional expenses you have incurred due to the loss of use of property:

a. Moving costs: CA\$ _____

b. Storage costs: CA\$ _____

c. Hotel costs: CA\$ _____

d. Meal costs: CA\$ _____

e. Other (describe): CA\$ _____

18. Please describe and provide amounts for any other damages, if any, suffered due to the loss of use of property (excluding any non-economic damages or loss of income) (if multiple properties, please provide amounts and descriptions in relation to each property): CA\$ _____

Total Damages for loss of use of property
(Enter on line H. on page 4 of proof of claim form) CA\$ _____

SCHEDULE 3A

DAMAGES FOR LOSS OF USE OF PROPERTY (FOR MONTREAL, MAINE & ATLANTIC RAILWAY, LTD., IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):

19. If, for the purposes of claims against Montreal, Maine & Atlantic Railway, Ltd., you are claiming other economic damages following the loss of use of property owned or used by you or different amounts (i.e. other than those described in the above section dealing with damages claimed against Montreal, Maine & Atlantic Canada Co.), then please provide a complete description of any other damages or amounts that you are claiming damages against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line H. on page 4 of proof of claim form)

CA\$ _____

Multiple horizontal lines for text entry.

SCHEDULE 3A

V. DAMAGES FOR LOSS OF INCOME SUSTAINED BY AN INDIVIDUAL AS A RESULT OF BUSINESS INTERRUPTION OR LOSS OF EMPLOYMENT DUE TO THE DERAILMENT (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

(Complete this section only if you claim damages for loss of income if you have lost or reduced your work or employment due to a business interruption or loss of employment due to the Derailment)

(Give full particulars for loss of income resulting from the Derailment. Provide employee payroll stubs, employee payroll records and other supporting documentation. Annex additional pages and documents as necessary to provide complete description.)

20. Describe as best you can the specific reasons for the loss of employment or business interruption which resulted in your loss of income (e.g. destruction by fire or by other causes of your property or that of your employer, contamination of your property or that of your employer, restricted access to property ordered by authorities or interruption of railway traffic):

21. Describe your education, studies (in progress or completed), degrees, diplomas, certifications, memberships of professional orders, or other trade associations

22. At the time of the Derailment, what was your status:
 Full-time employment
 Part-time employment (please indicate number of hours worked per week: _____)
 Self-employed

23. If applicable, describe your employment, position held, trade or work at the time of the Derailment:

24. If applicable, name of your employer at the time of the Derailment: _____

SCHEDULE 3A

25. If applicable, duration of the employment at the time of the Derailment: _____

26. If applicable, your gross and net income from all sources at the time of the Derailment:

- a. Weekly: Gross : CA\$ _____ Net: CA\$ _____
- b. Annually: Gross: CA\$ _____ Net: CA\$ _____

27. Describe (in general terms) your work / employment experience:

28. Describe specifically the employment, positions you held, or your work during the three (3) year period preceding the Derailment:

29. Provide the gross and net annual income from all sources for the three (3) years prior to the Derailment:

- a. 2012: Gross: CA\$ _____; Net: CA\$ _____
- b. 2011: Gross: CA\$ _____; Net: CA\$ _____
- c. 2010: Gross: CA\$ _____; Net: CA\$ _____

30. Did you receive monetary compensation in connection with the loss of your employment, work or source of income as a result of the Derailment? If yes, please indicate the amount of monetary compensation: CA\$. _____

31. What is the source of the monetary compensation, if applicable.

32. Did you find a new employment, work or source of income since? If yes, please indicate the name of your new employer _____, and if you are working full-time or part-time.

33. Provide your gross and net income from all sources at the time of the Claim:

- a) Weekly: Gross : CA\$ _____; Net: CA\$ _____
- b) Annually: Gross: CA\$ _____; Net: CA\$ _____

34. Please describe how you calculated the amount of loss of income that you are claiming:

Total claims for loss of income due to Derailment
(Enter on line I. on page 4 of proof of claim form)

CA\$ _____

SCHEDULE 3A

VI. OTHER DAMAGES (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

(Complete this section only if you claim other damages not resulting from bodily injuries or death)

36. If you are claiming any other damages suffered by yourself (not as a result of death or bodily injuries), please list comprehensively and describe in detail the **nature** and **dollar amounts** sought in respect of all **categories** of damages claimed. The following categories are indicative only:

a. Psychological pain, sadness, anguish, anxiety, emotional distress and suffering not as a result of death or bodily injuries:

CA\$ _____

b. Loss of consortium, loss of moral or psychological support, loss of enjoyment of life:

CA\$ _____

c. Troubles and inconveniences:

CA\$ _____

d. Other damages:

CA\$ _____

Total other Damages
(Enter on line J. on page 4 of proof of claim form)

CA\$ _____

SCHEDULE 3A

**OTHER DAMAGES (FOR MONTREAL, MAINE & ATLANTIC RAILWAY, LTD., IN RESPECT
TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):**

37. If, for the purposes of the claims against Montreal, Maine & Atlantic
Railway, Ltd., you are claiming other damages (not resulting from
death or bodily injuries) or different amounts (i.e. other than those
described in the above section dealing with damages claimed
against Montreal, Maine & Atlantic Canada Co.), then please provide
a complete description of any other damages or amounts that you
are claiming against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line J. on page 4 of proof of claim form):

CA\$ _____

Lined area for describing other damages.

SCHEDULE 3A

VII. OTHER INFORMATION

38. Please provide full details of all insurance policies that were in effect at the time of the Derailment:

	Insurance policy A.	Insurance policy B.
a. Nature of insurance policy:		
b. Name of policy holder:		
c. Amount of coverage:		
d. Policy number:		
e. Insurance company name and contact information:		
f. Has payment been received? If yes, what amount?		
g. Are any additional insurance claims being pursued or expected?		

39. Did the Creditor receive payments or financial assistance from the Government of Quebec, the Government of Canada, any municipality, any person or organization as a result of the Derailment? If you have, then please indicate:

Name of government department, municipality, person or organization providing financial assistance	Amounts received CA\$	Date of payments	Date of reimbursement, if any

SCHEDULE 3A

40. If you are completing this claim form in a representative capacity (i.e. on behalf of a minor or another) please complete the following contact information:

Your name: _____
Street address: _____
City, province and postal code: _____
E-mail address: _____
Telephone number: _____
In what capacity are you representing the Creditor: _____

41. If you are completing this claim form in a representative capacity (i.e. on behalf of a minor or another) please complete the following contact information:

Your name: _____
Street address: _____
City, province and postal code: _____
E-mail address: _____
Telephone number: _____
In what capacity are you representing the Creditor: _____

42. Provide details of any legal action commenced as a result of the Derailment:

Name of the parties: _____

Current Civil Action Court File No: _____
Jurisdiction: _____
Judicial district: _____
(Attach a copy of the proceedings)

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 3B TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM
FOR ECONOMIC, MATERIAL OR OTHER DAMAGES SUFFERED BY A BUSINESS
NOT RESULTING FROM BODILY INJURIES OR DEATH OF A PERSON**

I. BASIC INFORMATION

1. Name of Creditor: _____
2. The Creditor is a:
 Corporation or;
 Partnership.
3. If the Creditor has GST/QST numbers, please provide numbers:
GST number: _____
QST number: _____
4. Please indicate the type of business:

5. Provide details of the name and address of the place of business:
Street address: _____
City, province, postal code: _____

II. INDEX

6. If you have a claim for material damages to a property owned by you complete Section III **(page 2)**.
7. If you have a claim for damages from the loss of use of a property owned or used by you for the business (including business interruption damages) complete Section IV **(page 7)**.
8. If you have a claim for damages not from the loss of use of a property owned or used by you in connection with the business (including business interruption damages) complete Section V **(page 12)**.
9. If you have a claim for other damages complete Section VI **(page 16)**.

SCHEDULE 3B

III. MATERIAL DAMAGES TO PROPERTY OWNED BY THE CREDITOR (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

(Complete this section only if you claim material damages to the business' property)

(Give full particulars of damages resulting from the Derailment. Provide audited, unaudited or internal financial statements for the last (3) three years prior to the derailment and financial results since the derailment, repairs/construction invoices and other supporting documentation regarding property damages, including amount and description of transaction giving rise to the claim. Annex additional pages and documents as necessary to provide complete description.)

10. Please provide full details on how the property was destroyed or damaged:

11. Address(es) of location of the Creditor's property (that suffered material damages) at the time of the Derailment:

- a. Street: _____
- b. City: _____
- c. Postal Code: _____

12. The value of the Creditor's property destroyed as a result of the Derailment which will not be replaced is broken down as follows:

- a. Immovable property (e.g. buildings, sheds, landscaping): CA\$ _____
- b. If applicable, tangible (physical) moveable property for business use (e.g. equipment, inventory): CA\$ _____
- c. Intangible property (e.g. data, client list): CA\$ _____
- d. Other (describe): CA\$ _____

Total value of property destroyed which will not be replaced
(Enter on page 5) CA\$ _____

SCHEDULE 3B

13. The Creditor has already incurred the following expenses to repair or replace in whole or in part property damaged or destroyed as a result of the Derailment (excluding environmental decontamination and remediation expenses), broken down as follows:

- a. Immovable property (e.g. buildings, sheds, landscaping): CA\$ _____
- b. If applicable, tangible (physical) moveable property for business use (e.g. equipment, inventory): CA\$ _____
- c. Intangible property (e.g. data, client list): CA\$ _____
- d. Other (describe): CA\$ _____

14. The Creditor will have to incur additional expenses to repair or replace in whole or in part property damaged or destroyed as a result of the Derailment (excluding environmental decontamination and remediation expenses), broken down as follows:

- a. Immovable property (e.g. buildings, sheds, landscaping): CA\$ _____
- b. If applicable, tangible (physical) moveable property for business use (e.g. equipment, inventory): CA\$ _____
- c. Intangible property (e.g. data, client list): CA\$ _____
- d. Other (describe): CA\$ _____

Total expenses incurred and/or estimated to be incurred to repair or replace in whole or in part the Creditor's property
(Enter on page 5) CA\$ _____

SCHEDULE 3B

15. The Creditor has already incurred expenses in order to decontaminate and rehabilitate the Creditor's property, broken down as follows (if information available):

- a. Decontamination of soil and underground water: CA\$ _____
- b. Decontamination of immovable property (excluding soil and underground water): CA\$ _____
- c. Decontamination of moveable property (e.g. furniture, equipment): CA\$ _____
- d. Fees for environmental consultants and experts: CA\$ _____
- e. Other (describe): CA\$ _____

16. The Creditor will have to incur additional expenses in order to decontaminate and rehabilitate the Creditor's property, broken down as follows (if information available):

- a. Decontamination of soil and underground water: CA\$ _____
- b. Decontamination of immovable property (excluding soil and underground water): CA\$ _____
- c. Decontamination of moveable property (e.g. furniture, equipment): CA\$ _____
- d. Fees for environmental consultants and experts: CA\$ _____
- e. Other (describe): CA\$ _____

Total expenses incurred and/or estimated to be incurred to decontaminate and rehabilitate the Creditor's property (Enter on page 5) CA\$ _____

SCHEDULE 3B

**MATERIAL DAMAGES TO PROPERTY (FOR MONTREAL, MAINE & ATLANTIC CANADA CO.
IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)**

Total value of property destroyed which will not be replaced
(From page 2) CA\$ _____

Total expenses incurred and/or estimated to be incurred to repair or
replace in whole or in part, the property (From page 4) CA\$ _____

Total expenses incurred and/or estimated to be incurred to
decontaminate and rehabilitate the property (From page 5) CA\$ _____

Total Material Damages to Property
(Enter on line K. on page 3 of proof of claim form) CA\$ _____

SCHEDULE 3B

MATERIAL DAMAGES TO PROPERTY OWNED BY THE CREDITOR (FOR MONTREAL, MAINE & ATLANTIC RAILWAY, LTD., IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT)

17. If, for the purposes of claims against Montreal, Maine & Atlantic Railway, Ltd., you are claiming other material damages to property owned by the Creditor or different amounts (i.e. other than those described in the above section dealing with damages claimed against Montreal, Maine & Atlantic Canada Co.), then please provide a complete description of any other damages or amounts that you are claiming against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line K. on page 4 of proof of claim form)

CA\$ _____

Horizontal lines for text entry.

SCHEDULE 3B

IV. DAMAGES RESULTING FROM THE LOSS OF USE OF PROPERTY OWNED OR USED BY CREDITOR FOR THE BUSINESS (INCLUDING BUSINESS INTERRUPTION DAMAGES) (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

(Give full particulars of damages resulting from the loss of use of property owned by the Creditor or for which the Creditor has a right of use (e.g. lease) for the business (including business interruption losses) resulting from the Derailment. Provide supporting documentation, including audited, unaudited or internal financial statements for the last (3) three years prior to the derailment and financial results since the derailment, proof of ownership or right of use (e.g. lease) as well as invoices, proof of payments, evaluations and estimates of additional expenses. Annex additional pages and documents as necessary to provide complete description.)

18. Provide the following information regarding the business interruption periods:

- a. Date of complete or partial business interruption: _____
- b. Date business restarted complete or partial operations (if applicable): _____

19. Describe the reasons for which the business was partially or completely deprived of the use of the property during the said periods (e.g. destroyed by fire, contamination of property, restricted access to the property ordered by authorities or interruption of railway traffic).

20. Provide the following information regarding the business:

Financial year end	Annual sales	Annual net income (before tax)
2013 (if applicable)	CA\$	CA\$
2012	CA\$	CA\$
2011	CA\$	CA\$
2010	CA\$	CA\$

SCHEDULE 3B

23. Describe in detail the additional expenses incurred by the Creditor due to the loss of use of property owned or used by the Creditor for business purposes. The following categories are indicative only.

a. Additional expenses incurred and expected future expenses by the Creditor for moving of operations due to the loss of use of immovable property (describe): CA\$ _____

b. Additional expenses incurred and expected future expenses by the Creditor for moving and storage of equipment or inventory due to the loss of use of immovable property (describe): CA\$ _____

c. Expenses incurred by the Creditor for indemnities to employees who were temporarily or permanently laid off due to the loss of use of property (excluding accumulated benefits and rightfully terminated employments): CA\$ _____

SCHEDULE 3B

d. Other expenses or damages incurred by the Creditor due to the
loss of use of property (describe): CA\$ _____

Total Damages resulting from the loss of use of property
(Enter on line L. on page 4 of proof of claim form) CA\$ _____

SCHEDULE 3B

DAMAGES RESULTING FROM THE LOSS OF USE OF PROPERTY OWNED OR USED BY CREDITOR FOR THE BUSINESS (INCLUDING BUSINESS INTERRUPTION DAMAGES) (FOR MONTREAL, MAINE & ATLANTIC RAILWAY LTD., IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT)

24. If, for the purposes of claims against Montreal, Maine & Atlantic Railway, Ltd., the Creditor is claiming other economic damages for loss of use of property owned or used by the Creditor for business purposes or different amounts (i.e. other than those described in the above section dealing with damages claimed against Montreal, Maine & Atlantic Canada Co.), then please provide a complete description of any other damages or amounts that you are claiming against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line L. on page 4 of proof of claim form) CA\$ _____

Multiple horizontal lines for providing a complete description of damages.

SCHEDULE 3B

V. DAMAGES SUFFERED BY THE CREDITOR IN CONNECTION WITH THE BUSINESS (INCLUDING BUSINESS INTERRUPTION DAMAGES) NOT RESULTING FROM THE LOSS OF USE OF PROPERTY OWNED OR USED BY CREDITOR (FOR MONTREAL, MAINE & ATLANTIC CANADA CO., IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS)

(Give full particulars of any damages suffered by the Creditor in connection with the business but not resulting from loss of use of property owned by the Creditor or for which the Creditor has a right of use (e.g. lease) resulting from the July 6, 2013 derailment. Provide supporting documentation, including audited, unaudited or internal financial statements for the last (3) three years prior to the derailment and financial results since the derailment, proof of ownership or right of use (e.g. lease) as well as invoices, proof of payments, evaluations and estimates. Annex additional pages and documents as necessary to provide complete description.)

25. Provide the following information regarding the business interruption periods:

- a. Date of partial or complete business interruption: _____
- b. Date business restarted partial or complete operations (if applicable): _____

26. Describe the reasons for which the business was interrupted:

27. Provide the following information regarding the business:

Financial year end	Annual sales	Annual net income (before tax)
2013 (if applicable)	CA\$	CA\$
2012	CA\$	CA\$
2011	CA\$	CA\$
2010	CA\$	CA\$

SCHEDULE 3B

30. Describe in detail the additional expenses incurred by the Creditor in connection with the business not resulting from loss of use of property owned or used by the Creditor for business purposes: CA\$ _____

31. Other expenses or damages incurred by the Creditor in connection with the business not resulting from the loss of use of property, if any (describe): CA\$ _____

Total Damages Not Resulting from the loss of use of property
(Enter on line M. on page 4 of proof of claim form) CA\$ _____

SCHEDULE 3B

DAMAGES SUFFERED BY THE CREDITOR IN CONNECTION WITH THE BUSINESS (INCLUDING BUSINESS INTERRUPTION DAMAGES) NOT RESULTING FROM THE LOSS OF USE OF PROPERTY (FOR THE CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD., IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT)

32. If, for the purposes of claims against Montreal, Maine & Atlantic Railway, Ltd., the Creditor is claiming other economic damages in connection with the business not resulting from loss of use of property owned or used by the Creditor for business purposes or different amounts (i.e. other than those described in the above section dealing with damages claimed against Montreal, Maine & Atlantic Canada Co.), then please provide a complete description of any other damages or amounts claimed against Montreal, Maine & Atlantic Railway, Ltd.:

(Enter on line M. on page 4 of proof of claim form)

CA\$ _____

Multiple horizontal lines for text entry.

SCHEDULE 3B

VII. OTHER INFORMATION

36. Please provide full details of any insurance policy that was in effect at the time of the Derailment:

	Insurance policy A.	Insurance policy B.
a. Nature of insurance policy:		
b. Name of policy holder:		
c. Amount of coverage:		
d. Policy number:		
e. Insurance company name and contact information:		
f. Has payment been received? If yes, what amount?		
g. Are any additional insurance claims being pursued or expected?		

37. Did the Creditor receive payments or financial assistance from the Government of Quebec, the Government of Canada, any municipality, any person or organization as a result of the Derailment? If you have, then please indicate:

Name of government department, municipality, person or organization providing financial assistance	Amounts received CA\$	Date of payments	Date of reimbursement, if any

38. Provide the following contact information for any lawyer representing the Creditor:

Lawyer's name: _____
 Name of law firm: _____
 Street address: _____
 City, province/state, postal/zip code: _____
 E-mail address: _____
 Telephone number: _____

SCHEDULE 3B

39. Provide details of any legal action commenced by yourself as a result of the Derailment:

Name of the parties:

Current Civil Action Court File No.

Jurisdiction:

Judicial district:

(Attach a copy of the proceedings)

SCHEDULE 4

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 4 TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A SUBROGATED INSURER CLAIM
DIRECTLY RELATED TO DAMAGES SUSTAINED AS A RESULT OF THE JULY 6TH DERAILMENT
IN LAC-MÉGANTIC**

1. Name of Creditor (Insurer): _____

2. Amount of claims paid and to be paid in virtue of property insurance policies: (From page 2) CA\$ _____

3. Amount of claims paid and to be paid in virtue of liability insurance policies: (From page 3) CA\$ _____

4. Amount of claims paid and to be paid in virtue of life insurance policies: (From page 4) CA\$ _____

5. Amount of claims paid and to be paid in virtue of disability insurance policies: (From page 5) CA\$ _____

6. Amount of claims paid and to be paid in virtue of any other form of insurance policies: (From page 6) CA\$ _____

- Total Subrogated Insurer's Claim
(Enter on line O. on page 4 of proof of claim form) CA\$ _____**

(Provide details of all insurance claims paid subsequent to the derailment including designation of insured, address, type of insurance, policy number, amounts paid out and under what coverage on the attached schedules – Complete additional pages as necessary. In addition, include copies of the insurance claims presented to you and copies of any cheques issued related to an accepted claim).

SCHEDULE 4

7. Please provide full details of any insurance payments made to policy holders as a result of the derailment in virtue of property insurance policies:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Payment amount (CA\$)	Indicate depreciation value
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

8. Are there any outstanding insurance claims in virtue of property insurance policies? If yes, list the outstanding claims and the amounts of future payments to be made or an estimate, if the amount has not yet been determined:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Future Payment amount (CA\$)	Indicate depreciation value
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total paid and estimated to be paid for property insurance claims

CA\$ _____

SCHEDULE 4

9. Please provide full details of any insurance payments made to policy holders as a result of the derailment in virtue of liability insurance policies:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Payment amount (CA\$)	Indicate nature of liability of insured
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

10. Are there any outstanding insurance claims in virtue of liability insurance policies? If yes, list the outstanding claims and the amounts of future payments to be made or an estimate, if the amount has not yet been determined:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Future Payment amount (CA\$)	Indicate nature of liability of insured
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total paid and estimated to be paid for liability insurance claims

CA\$ _____

SCHEDULE 4

11. Please provide full details of any insurance payments made to policy holders as a result of the derailment in virtue of life insurance policies:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Payment amount (CA\$)
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

12. Are there any outstanding insurance claims in virtue of life insurance policies? If yes, list the outstanding claims and the amounts of future payments to be made or an estimate, if the amount has not yet been determined:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Future Payment amount (CA\$)
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

Total paid and estimated to be paid for life insurance claims

CA\$ _____

SCHEDULE 4

13. Please provide full details of any insurance payments made to policy holders as a result of the derailment in virtue of disability insurance policies:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Payment amount (CA\$)	Indicate nature of disability
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

14. Are there any outstanding insurance claims in virtue of disability insurance policies? If yes, list the outstanding claims and the amounts of future payments to be made or an estimate, if the amount has not yet been determined:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Future Payment amount (CA\$)	Indicate nature of disability
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total paid and estimated to be paid for disability insurance claims

CA\$ _____

SCHEDULE 4

15. Please provide full details of any insurance payments made to policy holders as a result of the derailment in virtue of other insurance policies:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Payment amount (CA\$)	Other
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

16. Are there any outstanding insurance claims in virtue of other insurance policies? If yes, list the outstanding claims and the amounts of future payments to be made or an estimate, if the amount has not yet been determined:

Name of policy holder(s)	Category of risks covered and dates of coverage	Amount of insurance	Policy #	Name of Beneficiary and Description of claim paid	Future Payment amount (CA\$)	Other
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Total paid and estimated to be paid for other insurance claims

CA\$ _____

MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE

SCHEDULE 5 TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM FOR THE GOVERNMENT OR MUNICIPALITY

1. Name of the Government Agency / Municipality: _____

2. Please describe the nature of the claim:

A. Claims for Environmental Conditions, Damages, Debts or Liabilities

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

i. Total amount disbursed to remedy the environmental condition or damages (Sections 11.8 (8) and 11.8 (9) CCAA): CA\$ _____
(Provide full details of payments made to date, including description of clean-up, testing performed, environmental studies and related invoices).

ii. Total estimated amount remaining to be disbursed to remedy the environmental condition or damages. CA\$ _____
(Sections 11.8 (8) and 11.8 (9) CCAA):
(Provide details of estimated clean-up and other costs remaining)

iii. Other debts and liabilities related to environmental damages, if any (describe): CA\$ _____

Total Claims for Environmental Conditions, Damages, Debts or Liabilities
(Enter on page 6) CA\$ _____

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):
(Enter on page 6) CA\$ _____

SCHEDULE 5

B. Payments made to residents / victims

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

i. Total payments made to the residents / victims of Lac-Mégantic or elsewhere: CA\$ _____
(Provide a detailed list of payments made to the residents / victims of Lac-Mégantic, indicating the nature of the payment, the name of the person, the address of the person and the amount paid per person).

ii. Total future estimated payments to be made to the residents / victims of Lac-Mégantic or elsewhere: CA\$ _____
(Provide details of future payments, if any, to be disbursed to the citizens of Lac-Mégantic).

Total Payments (and future estimated payments) made to residents/victims:
(Enter on page 6) CA\$ _____

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):
(Enter on page 6) CA\$ _____

SCHEDULE 5

C. Payments made to businesses, municipalities, fire safety services and other organizations having brought aid and assistance

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

i. Total payments made to businesses, municipalities, fire safety services and / or other organizations: CA\$ _____
(Provide a detailed list of payments made to businesses, municipalities, fire safety services and / or other organizations, indicating the nature of the payment, the name of the business and / or organization, the address of the business or organization and the amount paid per business or organization).

ii. Total future estimated payments to be made to businesses, municipalities, fire safety services and / or other organizations: CA\$ _____
(Provide details of future payments, if any, to be disbursed to businesses, municipalities, fire safety services and / or organizations).

Total Payments (and future estimated payments) made to businesses, municipalities, fire safety services and / or other Organizations
(Enter on page 6) CA\$ _____

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT OT THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):
(Enter on page 6) CA\$ _____

SCHEDULE 5

D. Claims for reconstruction costs, infrastructure costs, etc., if any

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

- i. Total payments made to date: CA\$ _____
(Provide full particulars of the nature of the damages sustained, describing the property and/or infrastructure, its physical location, the amounts incurred to date with supporting documentation.)
- ii. Total estimated future payments: CA\$ _____
 (provide details of future payments, if any)

Total Claims for reconstruction costs, infrastructure costs, etc. (Enter on page 6) CA\$ _____

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):
(Enter on page 6)

CA\$ _____

SCHEDULE 5

E. Claims for other damages, if any

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

(Enter on page 6) CA\$ _____

AMOUNTS CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):

(Enter on page 6) CA\$ _____

SCHEDULE 5

	AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO.	AMOUNT CLAIMED AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY LTD. (IF DIFFERENT)
TOTAL CLAIM		
Section:		
A. Claims for environmental conditions, damages, debts or liabilities	CA\$ _____	CA\$ _____
B. Payments made to residents / victims	CA\$ _____	CA\$ _____
C. Payments made to businesses, municipalities, fire safety services and other organizations having brought aid and assistance	CA\$ _____	CA\$ _____
D. Claims for reconstruction costs, infrastructure costs, etc., if any	CA\$ _____	CA\$ _____
E. Claims for other damages, if any	CA\$ _____	CA\$ _____
TOTAL (Enter on line P. on page 4 of proof of claim form)	CA\$ _____	CA\$ _____

**MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD. / CHEMIN DE FER MONTRÉAL, MAINE & ATLANTIQUE**

**SCHEDULE 6 TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CONTRIBUTION OR INDEMNITY CLAIM**

1. Name of Creditor: _____

2. Please describe the nature of your claim (check appropriate box and complete):

A. CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC CANADA CO. (IN RESPECT TO THE CANADIAN INSOLVENCY PROCEEDINGS):

i. Present or future debts or liabilities for which you are seeking from Montreal, Maine & Atlantic Canada Co.:

**Total Claim resulting from a contribution or indemnity claim
(Enter on line Q. on page 4 on proof of claim form)**

CA\$ _____

B. CLAIMS AGAINST MONTREAL, MAINE & ATLANTIC RAILWAY, LTD (IN RESPECT TO THE UNITED STATES INSOLVENCY PROCEEDINGS, IF DIFFERENT):

i. Present or future debts or liabilities for which you are seeking from Montreal, Maine & Atlantic Railway, Ltd.:

**Total Claim resulting from a contribution or indemnity claim
(Enter on line Q. on page 4 of proof of claim form)**

CA\$ _____

(Give full particulars to support your claim, including without limitation: the legal and factual basis of your debts or liabilities for which you are seeking, the person(s) to whom your debts or liabilities are or will be owed, the date(s) when your obligations to such persons were incurred, the legal and factual basis upon which you claim to be entitled to contribution or indemnity from Montreal, Maine & Atlantic Canada Co. and/or Montreal, Maine & Atlantic Railway, Ltd., and include copies of all documents evidencing or supporting your entitlement to contribution or indemnity as well as all documents evidencing or supporting the amount of your claim. Annex additional pages and documents as necessary to provide complete description.)

MONTREAL, MAINE & ATLANTIC CANADA CO. / MONTRÉAL, MAINE & ATLANTIQUE CANADA CIE

SCHEDULE 7 TO PROOF OF CLAIM FORM
TO BE COMPLETED ONLY IF YOU ARE FILING A CLAIM
OTHER THAN A CLAIM FOR DAMAGES AS A RESULT OF THE JULY 6, 2013 DERAILMENT

1. Name of Creditor: _____

2. Claim Amount:
(Enter on page 5 of the proof of claim form) CA\$ _____

3. Check and complete appropriate category:

[] A. UNSECURED CLAIM OF CA\$ _____

[] In respect of this debt, I do not hold any assets of the debtor as security.

[] Regarding the amount of CA\$ _____, I claim a right to priority under section 136 of the Bankruptcy and Insolvency Act (Canada) or would claim such a priority if the current proof of claim were filed pursuant to the Bankruptcy and Insolvency Act (Canada).

[] Regarding the amount of CA\$ _____, I do not claim a right to a priority.
(Set out on attached sheet details to support priority claim)

[] B. SECURED CLAIM OF CA\$ _____

[] In respect of this debt, I hold assets of the debtor valued at CA\$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security documents)

[] C. CLAIM BY WAGE EARNER (ONLY OF MONTREAL, MAINE & ATLANTIC CANADA CO.) CA\$ _____

consisting of:

- Unpaid wages of CA\$ _____
- Unpaid vacation pay CA\$ _____

4. PARTICULARS OF CLAIM

A DETAILED, COMPLETE STATEMENT OF ACCOUNT MUST BE ATTACHED TO THE PROOF OF CLAIM, PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S) GIVING RISE TO THE CLAIM.



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.

Debtor.

Bk. No. 13-10670
Chapter 11

**NOTICE OF ENTRY OF BAR DATE ORDER ESTABLISHING DEADLINE FOR
FILING PROOFS OF CLAIM ASSERTING CLAIMS AGAINST MONTREAL,
MAINE & ATLANTIC RAILWAY, LTD.**

PLEASE TAKE NOTICE THAT:

The United States Bankruptcy Court for the District of Maine (the “Bankruptcy Court”) has entered an Order (the “Bar Date Order”) establishing **March 31, 2014 at 5:00 p.m. (EST)** (the “Bar Date”) as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and governmental units (as defined in section 101(27) of the Bankruptcy Code) to file a proof of claim (“Proof of Claim”) based on prepetition claims against Montreal, Maine & Atlantic Railway, Ltd. (“MMA”).

The Bar Date Order, the Bar Date, and the procedures set forth below for filing the Proofs of Claim apply to all claims against MMA, including, but not limited to, claims arising out of or related to the July 6, 2013 train derailment (the “Derailment”) in Lac-Mégantic, Québec whether or not asserted under 11 U.S.C. § 1171 (collectively, the “Derailment Claims”), that arose prior to August 7, 2013 (the “Petition Date”), the date on which MMA commenced its case under chapter 11 of the Bankruptcy Code, **PROVIDED, HOWEVER, THAT DERAILMENT CLAIMS MAY BE FILED IN THE CASE AND/OR IN THE CASE FILED BY MONTREAL MAINE & ATLANTIC CANADA, CO. (“MMA Canada”) UNDER CANADA’S COMPANIES’ CREDITORS ARRANGEMENT ACT (the “Canadian Case”) AND DERAILMENT CLAIMS FILED SOLELY IN THE CANADIAN CASE AND ALSO ASSERTING A CLAIM AGAINST MMA (AS STATED ON THE CLAIM FORM OR A SCHEDULE THERETO) SHALL BE DEEMED FILED IN THIS CASE ON THE DATE SUCH CLAIMS ARE FILED IN THE CANADIAN CASE.**

If you have any questions relating to this Notice, please feel free to contact Angela L. Stewart at (207) 774-1200 or via e-mail at astewart@bernsteinshur.com.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan or plans filed by MMA, to share in any distributions from MMA’s estate, and to avoid having your claim discharged, if you have a claim that arose prior to **August 7, 2013** and it is not one of the types of claims described in Section 2 below. Claims based on acts or omissions of MMA that occurred before **August 7, 2013** must be filed on or

prior to the Bar Date, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before **August 7, 2013**.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word “**claim**” means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, and priority claims, including claims under 11 U.S.C. § 1171.

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

- a. Your claim is listed on MMA’s schedules, provided that (i) the claim is not listed on MMA’s schedules as “disputed,” “contingent,” or “unliquidated,” (ii) you do not dispute the amount, nature, and priority of the claim as set forth in MMA’s schedules, and (iii) you do not dispute that the claim is an obligation of MMA;
- b. Your claim has been paid in full;
- c. You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense, other than a claim arising under 11 U.S.C. § 503(b)(9) or 11 U.S.C. § 1171 (although Derailment Claims may be filed only in the Canadian Case, as stated above);
- d. You hold a claim that heretofore has been allowed by Order of this Court entered on or before the Bar Date;
- e. You hold a claim for which a separate deadline has been fixed by this Court; or
- f. You are the holder of a Derailment Claim and you have already filed a Proof of Claim against MMA and/or MMA Canada in the Canadian Case in accordance with the procedures established in the Canadian Case.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST MMA. THE FACT THAT YOU RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT MMA OR THE CHAPTER 11 TRUSTEE APPOINTED IN THIS CASE BELIEVE THAT YOU HAVE A CLAIM.

3. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date via CM/ECF or via regular mail at the following address:

United States Bankruptcy Court, District of Maine
c/o Alec Leddy, Clerk
202 Harlow Street
Bangor, ME 04401

Proofs of Claim will be deemed timely filed only if actually received by the Bankruptcy Court on or before the Bar Date, **provided, however, that Derailment Claims filed only in the Canadian Case shall be treated as timely filed in this case if filed in the Canadian Case on or before the Bar Date and also asserting a claim against MMA.** Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission (other than via the Court's electronic CM/ECF filing system).

4. WHAT TO FILE

If you file a Proof of Claim in this case, your filed Proof of Claim must: (i) be written in the English language (although Derailment Claims may be filed in French or English in the Canadian Case); (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date), although Derailment Claims may be filed in Canadian dollars in the Canadian Case; (iii) conform substantially to Official Bankruptcy Form No. 10; (iv) set forth with specificity the legal and factual basis for the alleged claim; (v) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vi) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. **(Derailment Claims filed solely in the Canadian Case may be filed in French or English and must be filed in accordance with procedures established in the Canadian Case.)**

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Any person or entity that holds a claim arising from the rejection of an executory contract or unexpired lease must file a Proof of Claim on or before the **later** of (i) the date that is thirty (30) days after the entry of an order approving the rejection of the executory contract or unexpired lease or (ii) the Bar Date (the "**Rejection Bar Date**").

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Any holder of a claim against MMA who is required to file a Proof of Claim, but who fails to do so (or is not deemed to have done so) on or before the Bar Date or the Rejection Bar Date, as applicable, **shall be forever barred, estopped, and enjoined from asserting such claim against MMA** (or filing a Proof of Claim or application for payment of administrative claim with respect thereto), and MMA and its property shall be forever discharged from any and all indebtedness or liability with respect to such claim.

Dated: December __, 2013

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

By his attorneys:

/s/

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.

Bk. No. 13-10670

Chapter 11

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 502(b)(9), FED. R. BANKR. P. 3002
AND 3003(c)(3), AND D. ME. LBR 3003-1 ESTABLISHING DEADLINE FOR
FILING PROOFS OF CLAIM AND PROCEDURES RELATING
THERE TO AND APPROVING FORM AND MANNER OF
NOTICE THEREOF**

This matter having come before the Court on the *Motion of Chapter 11 Trustee for Entry of an Order Pursuant to 11 U.S.C. §§ 105(a) and 502(b)(9), Fed. R. Bankr. P. 3002 and 3003(c)(3), and D. Me. LBR 3003-1 Establishing Deadline for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner of Notice Thereof* (the “Bar Date Motion”), filed by Robert J. Keach (the “Trustee”), the chapter 11 trustee in the above-captioned chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. (“MMA”), pursuant to 11 U.S.C. §§ 105(a) and 502(b)(9), Rules 3002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and D. Me. LBR 3003-1, for entry of an order (i) establishing **March 31, 2014 at 5:00 p.m. (Eastern Standard Time)** (the “Bar Date”) as the deadline for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and governmental units (as defined in section 101(27) of the Bankruptcy Code)) to file a proof of claim (each, a “Proof of Claim”) in respect of a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), and including, for the avoidance of doubt, secured claims, priority claims, and general unsecured claims against MMA and/or

MMA's subsidiary, Montreal, Maine & Atlantic Canada Co. ("MMA Canada"), and including claims asserted under 11 U.S.C. § 1171, (ii) approving the procedures proposed in the Bar Date Motion for filing Proofs of Claim, including a provision that the Derailment Claims¹ filed in the Canadian Case will be deemed filed in this case, (iii) approving the procedures proposed in the Bar Date Motion for notice of the Bar Date, and (iv) approving the form and manner of notice of the Bar Date Motion, and due and proper notice of the Bar Date Motion having been provided, and it appearing that no other or further notice need be provided, and the Court having found and determined that the relief sought in the Bar Date Motion is in the best interests of MMA, its creditors, its estate, and all parties in interest and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**, **ADJUDGED**, and **DECREED** that:

1. The Motion is granted.
2. The following procedures for filing Proofs of Claim are approved:
 - a. The Bar Date shall be **March 31, 2014 at 5:00 p.m. (EST)**.
 - b. Proofs of Claim, **other than Derailment Claims** (which may be filed in French or English in the Canadian Court), must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate published by the Bank of Canada, if applicable, as of the Petition Date); (iii) for all claims **other than the Derailment Claims**, conform substantially to Official Bankruptcy Form No. 10 ("Official Form 10"); (iv) set forth with specificity the legal and factual basis for the alleged claim; (v) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vi) be signed by the claimant or an authorized agent of the claimant.
 - c. Derailment Claims may be filed in this case and the Canadian Case, **provided, however, that Derailment Claims may be filed only in the Canadian Case and Derailment Claims filed only in the Canadian Case using the CCAA Derailment Claims Forms and also asserting a claim against MMA (as stated on the CCAA Derailment Claim Form) will be deemed filed in this case on the date such claims were filed in the Canadian Case,** and, by agreement with the Monitor, the Monitor will

¹ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Bar Date Motion.

provide to the Trustee, in English, a detailed list and accounting of Derailment Claims filed in the Canadian Case and also asserting claims against MMA (the "CCAA Derailment Claims List") and the Trustee will file the CCAA Derailment Claims List with this Court. The Monitor will also provide to the Trustee, on request, copies of individual Derailment Claims.

- d. Any person or entity that holds a claim arising from the rejection of an executory contract or unexpired lease must file a Proof of Claim on or before the **later** of (i) the date that is thirty (30) days after the entry of an order approving the rejection of the executory contract or unexpired lease or (ii) the Bar Date (the "Rejection Bar Date").
- e. If a claimant asserts a claim against both MMA and MMA Canada, other than a Derailment Claim, the claimant must file a separate Proof of Claim against each Debtor in each case.
- f. A Proof of Claim shall be deemed timely filed only if it is actually filed, via CM/ECF, or actually received by the Court, on or before the Bar Date, at the address listed below:

United States Bankruptcy Court, District of Maine
c/o Alec Leddy, Clerk
202 Harlow Street
Bangor, ME 04401

- g. Proofs of Claim sent by facsimile, telecopy, or electronic transmission (other than via the Court's CM/ECF filing system) **will not** be accepted.
- h. The following persons or entities are **not** required to file a Proof of Claim on or before the Bar Date, solely with respect to the claims described below:
 - i. Any person or entity whose claim is listed on MMA's schedules, provided that (i) the claim is not listed on MMA's schedules as "disputed," "contingent," or "unliquidated," (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in MMA's schedules, and (iii) the person or entity does not dispute that the claim is an obligation of MMA;
 - ii. Any person or entity whose claim has been paid in full;

- iii. Any holder of a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense, **but excluding holders of claims under 11 U.S.C. §§ 503(b)(9) or 1171 who must file Proofs of Claim by the Bar Date (or if Derailment Claims, file in the Canadian Case as set forth above)**;
- iv. Any person or entity that holds a claim that heretofore has been allowed by Order of this Court entered on or before the Bar Date;
- v. Any holder of a claim for which a separate deadline has been fixed by this Court; or
- vi. Any person or entity who has already timely filed a Proof of Claim against MMA and/or MMA Canada.

3. Pursuant to Bankruptcy Rule 3003(c)(2), any holder of a claim against MMA who is required to file a Proof of Claim, but who fails to do so (or is not deemed to do so) on or before the Bar Date or the Rejection Bar Date (if applicable), shall be forever barred, estopped, and enjoined from asserting such claim against MMA (or filing a Proof of Claim or application for payment of administrative claim with respect thereto), and MMA and its property shall be forever discharged from any and all indebtedness or liability with respect to such claim.

4. The proposed notice of the Bar Date, substantially in the form attached to the Bar Date Motion as Exhibit B (the "Bar Date Notice"), is approved.

5. The following notice procedures are approved as providing due and sufficient notice of the Bar Date to all creditors of MMA and parties in interest in the above-captioned case:

Within **ten (10) business days** of entry of this Order, the Trustee shall cause to be mailed (i) Official Form 10 and (ii) a Bar Date Notice to the following parties or their counsel:

- a. The U.S. Trustee;

- b. All known holders of claims listed on MMA's schedules at the addresses stated therein or as updated pursuant to a request by the creditor or by returned mail from the post office with a forwarding address;
 - c. All parties actually known to the Debtor or the Trustee as having potential claims against MMA and/or MMA Canada;
 - d. All counterparties to MMA's executory contracts and unexpired leases listed on MMA's schedules at the addresses stated therein or as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;
 - e. The attorneys of record to all parties to pending litigation against MMA, as well as the pending litigation that is the subject of the Trustee's motion under 28 U.S.C. § 157(b)(5);
 - f. All applicable federal, state, and local taxing authorities;
 - g. All parties who have sent correspondence to the Court and are listed on the Court's electronic docket;
 - h. All parties who have requested notice pursuant to Bankruptcy Rule 2002;
 - i. Counsel to the Official Committee of Derailment Victims; and
 - j. Such additional persons and entities as deemed appropriate by the Trustee.
6. The Trustee shall publish the Bar Date Notice, in English and with any necessary modifications for ease of publication, once in each of: (i) the Bangor Daily News; (ii) the Portland Press Herald; and (iii) the Wall Street Journal, subject to applicable publication deadlines, at least **thirty (30) calendar days** prior to the Bar Date.
7. The Trustee may, in his sole discretion, publish the Bar Date Notice in additional newspapers, trade journals, or similar publications.
8. The Trustee is authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

9. Notification of the relief granted by this Order as provided herein is fair and reasonable and will provide good, sufficient, and proper notice to all creditors of their rights and obligations in connection with any claims they may have against MMA in this case.

10. Nothing in this Order shall prejudice the rights of the Trustee or any other party in interest to dispute or assert offsets or defenses to any claim reflected in MMA's schedules or otherwise.

Dated:

The Honorable Louis H. Kornreich
United States Bankruptcy Judge