

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC
RAILWAY, LTD.,
Debtor.

Bk. No. 13-10670
Chapter 11

**DECLARATION OF LANCE W. ROBERTSON IN SUPPORT OF
CONFIRMATION OF TRUSTEE'S REVISED FIRST AMENDED
PLAN OF LIQUIDATION DATED JULY 15, 2015**

I, Lance W. Robertson, pursuant to 28 U.S.C. § 1746, state as follows:

Introduction

1. This Declaration is submitted in support of confirmation of the *Trustee's Revised First Amended Plan of Liquidation Dated July 15, 2015* [Docket No. 1495] (the "Plan").¹

2. I am the Vice President, North American Production Operations, of Marathon Oil Company ("Marathon"), headquartered at 5555 San Felipe, Houston, TX 77056. I am authorized to make this declaration on Marathon's behalf.

3. All facts set forth herein are based on my personal knowledge. If I were called to testify, I could and would testify competently to the facts set forth herein.

4. Marathon is included in the definition of "Released Parties" under the Plan and accordingly, will be the beneficiary of the Releases and Injunctions contained in the Plan if confirmed.

The Plan Releases and Injunctions

5. Marathon is presently a defendant in one or more lawsuits filed in connection with the Derailment. To the extent that Marathon is or becomes liable to any Derailment victim, Marathon has significant claims against Montreal Maine & Atlantic Railway Ltd., the

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan and/or the Revised First Amended Disclosure Statement for the Trustee's Plan of Liquidations Dated July 15, 2015 [D.E. 1497] (the "Disclosure Statement").

above-captioned debtor (“MMA” or the “Debtor”), for, *inter alia*, contribution and indemnity. To be clear, Marathon has substantial legal and factual defenses to any alleged claims arising from or relating to the Derailment, and expressly denies (i) that any Marathon Released Party caused or contributed in any way to the Derailment or to any of the losses or damages of any type whatsoever resulting therefrom and (ii) that any Marathon Released Party is or may be liable for such losses or damages or for any claims arising from or relating to the Derailment. Moreover, the Marathon Settlement Agreement shall not constitute or be construed as an admission of liability or wrongdoing on the part of any Marathon Released Party.

A. Marathon Has Contributed Substantial Assets to the MMA and MMA Canada Estates

6. In an effort to resolve claims of the Debtor, the MMA estate and the alleged claims of Derailment victims that were or could be asserted against Marathon, Marathon engaged in substantial settlement negotiations with Robert J. Keach, trustee for the Debtor’s Chapter 11 Case (the “Trustee”). After several months of good faith, arm’s-length negotiation, Marathon agreed to contribute to the settlement fund formulated by the Trustee for satisfaction of Claims against the Debtor, subject to the terms and conditions of the Plan Support and Settlement Agreement (the “Settlement Agreement”), which terms and conditions include the requirement that the Releases and Injunctions become effective.

7. The Releases and Injunctions apply to Marathon. The Settlement Agreement requires Marathon to receive global releases and an injunctions protecting them from any and all claims by anyone that was related in any way to MMA or the Derailment. The global releases and injunctions required under the Settlement Agreement are to be achieved through confirmation of a plan in MMA’s bankruptcy case.

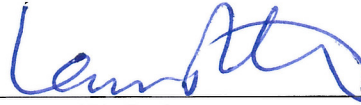
8. Marathon was only willing to negotiate and enter into a settlement on the condition that any settlement was a final settlement of all MMA- and Derailment-related

liability—not only that of Marathon, but also any potential liability of related parties, including Marathon’s direct and indirect affiliates and their present and former officers, directors, agents, insurers and employees. It was with this understanding that Marathon agreed to make their significant contribution to the MMA estate.

[signature page follows]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: September 21, 2015



Lance W. Robertson
Vice President, North America Production Operations
Marathon Oil Company