

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, C. C-36, AS AMENDED, AND:**

NO.: 500-11-042345-120

**AVEOS FLEET PERFORMANCE INC. /  
AVEOS PERFORMANCE AÉRONAUTIQUE  
INC.**

-and-

**AERO TECHNICAL US, INC.**

Debtor Companies

-and-

**FTI CONSULTING CANADA INC.**

Monitor

-and-

**AEROTURBINE, INC.**, a legal person, duly  
constituted under the laws of Delaware with its  
head office and principal place of business at 2323  
N.W. 82<sup>nd</sup> avenue, Miami, Florida, U.S.A. 33122-  
1512

Petitioner

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**MOTION *DE BENE ESSE* TO LIFT STAY**  
(Section 11.02 CCAA)

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**PETITIONER RESPECTFULLY ALLEGES THE FOLLOWING:**

**A. INTRODUCTION**

1. By the present motion, Petitioner AeroTurbine, Inc. ("**AeroTurbine**") seeks the partial lifting of the stay of proceedings (the "**Stay**") provided for in the Initial Order rendered in the present Court file on March 19, 2012, so that AeroTurbine may complete the steps commenced prior to the Stay to recover its own property held by the Debtor Companies or by third parties;

## B. THE PARTIES

2. AeroTurbine is a seller, lessor and supplier of various parts and components used in the overhaul, repair, inspection, modification, improvement, alteration and testing of commercial aircraft, engines, parts and accessories thereof;
3. Debtor Company Aveos Fleet Performance Inc. (“Aveos”) operates and maintains facilities for the overhaul, repair, inspection, modification, improvement, alteration and testing of commercial aircraft, engines, parts and accessories;

## C. THE AGREEMENT

4. AeroTurbine and Aveos executed an agreement titled “Airframe Spare Parts Inventory Lease and Consignment Title Retention Agreement” dated February 26, 2010 (the “Agreement”), a copy of which is annexed hereto as **Exhibit P-1**;
5. The Agreement provides that AeroTurbine would lease airframe spare parts (as described more fully therein) to Aveos on a title retention basis, and on the terms and conditions set forth therein;
6. Section 2.1 of the Agreement provides that the Inventory, as defined therein, is leased by AeroTurbine to Aveos on consignment with title retention by AeroTurbine as set out in Article 11 thereof, of which Section 11.1 states:

**“Title to the Inventory leased to AVEOS and delivered to AVEOS on consignment with title retention by AeroTurbine under this Agreement, shall at all times remain or be vested in AeroTurbine. Upon AVEOS’ withdraw of any Part from the Inventory, title to such Part shall transfer from AeroTurbine to AVEOS or AVEOS’ customer free and clear of all liens, prior claims, security interest, hypothecs, title retentions, trusts or any other claims or encumbrances created or permitted by or through AeroTurbine and upon AVEOS’ placement of any Exchange Part or Replacement Part into the Inventory, title to such Exchange Part or Replacement Part (as the case may be) shall transfer from AVEOS or AVEOS’ customer to AeroTurbine free and clear of all liens, prior claims, security interest, hypothecs, title retentions, trusts or any other claims or encumbrances created or permitted by or through AVEOS.”** [Emphasis added]

7. Section 2.5 of the Agreement sets out the only basis upon which Aveos may withdraw parts from the Inventory, as follows:

*“During the Term of this Agreement, AVEOS shall have the right to withdraw Parts, in its sole discretion, from the Inventory for its use in the repair and/or maintenance of third-party aircraft provided however that, following the AVEOS’ withdrawal of any part from the Inventory, AVEOS shall be obligated to replace such Part within one hundred and twenty (120) days of its withdrawal from the Inventory, unless otherwise mutually agreed, with an Exchange Part of equal or better utility and value than that of the Part it replaces. In the event that AVEOS*

*is unable to replace a part withdrawn from the Inventory because an Exchange Part is not repairable as removed by AVEOS from the relevant airframe or such Part has been destroyed or lost, then within seventy two (72) hours of determining such Exchange Part is not repairable or a Part has been destroyed or lost, AVEOS shall provide a written notice to AeroTurbine notifying AeroTurbine that there is no Exchange Part available to replace a Part withdrawn from the Inventory or that a Part has been destroyed or lost and AeroTurbine shall then have the right to exercise a right of first refusal to supply a Replacement Part to AVEOS at a competitive price.”*

8. Section 3.1 of the Agreement provides that the New Inventory (as defined therein) is tagged and identified as being the property of AeroTurbine, and that Aveos has the responsibility to “*segregate such Inventory from all other airframe spare parts inventory or other inventory in its possession and to identify such inventory as property owned by AeroTurbine and held by AVEOS as AeroTurbine’s lessee. For as long as the Inventory remains in AVEOS’ possession pursuant hereto, AVEOS shall ensure that an electronic segregation and identification is preserved.*”;
9. Section 8.2.3 of the Agreement provides, inter alia, that: “*In the event that any amount due and payable by AVEOS to AeroTurbine hereunder remains overdue and unpaid in excess of FORTY FIVE (45) days past its respective due date, then AeroTurbine shall have the right to **immediately terminate this Agreement** upon written notice to AVEOS.*” [Emphasis added]
10. AeroTurbine’s reservations of rights in respect of the Inventory are registered, *inter alia*, at the Registre des droits personnels et réels mobiliers (“**RDPRM**”) under the numbers:
  - a. 10-0124545-0001 on March 5, 2010 - Reserve de propriété (Vente à temperament), as modified by registration 10 0421918-0002 on June 28, 2010, 11-0792933-0001 on October 17, 2011, 12-0180377-0002 on March 14, 2012 and 12-0184410-0001 on March 15, 2012 and rectified by registration 12-0193480-0001 on March 19, 2012, copies of which are attached hereto as **Exhibit P-2**; and
  - b. 10-0124545-0002 on March 5, 2010 – Droits résultant d’un bail, as modified by registration 10-0421918-0001 on June 28, 2010, 11-0792933-0002 on October 17, 2011, 12-0180377-0001 on March 14, 2012 and 12-0184410-0002 on March 15, 2012 and rectified by registration 12-0193480-0002 on March 19, 2012, copies of which are attached hereto as **Exhibit P-3**;
11. In addition, the Debtor Companies may be in direct or indirect possession of other property in respect of which AeroTurbine is the owner;
12. As of the date hereof, the Inventory and other property belonging to AeroTurbine appears to be at the following locations:

4900 St-Elzear Est  
Laval, Quebec

(under seizure and held by a legal guardian as described more fully in paragraphs 17 to 20 hereof);

740 Cote-Vertu West  
Building 7, Gate 2  
Dorval, Quebec, H4S 1Y9;

2450 Saskatchewan Avenue  
Winnipeg International Airport  
Winnipeg, Manitoba, R3J 3Y9;

9th Avenue and Airport Service Road  
Edmonton International Airport  
Edmonton, Alberta, T5J 2T2;

c/o Fedex  
5250 Tuggle Road  
Memphis, Tennessee, USA;

c/o Taca International Airlines  
10400 N.W. 21 Street, Doors 1-4  
Miami, Florida, 33172, USA;

c/o Taca International Airlines and/or Aeroman  
Case de Mantenimiento Taca  
Aeropuerto Int'l Acceso No. 6  
La Paz, El Salvador; and

c/o Volaris and Dicex  
Aeropuerto Int'l de Toluca  
Puerta No. 1, Mantenimiento  
Toluca Estado de Mexico, 50130, Mexico;

#### **D. TERMINATION OF THE AGREEMENT**

13. As of March 15, 2012, the amount of at least USD \$1,250,644.65 is due by Aveos to AeroTurbine pursuant to the Agreement, and a substantial portion thereof for at least 45 days, as appears more fully from the Statement of Account generated by AeroTurbine, attached hereto as **Exhibit P-4**;
14. Aveos is in default to pay such amounts, which date back to as early as June 30, 2010, and, despite numerous promises by Aveos that such sums would be paid, these remain due, owing and exigible;
15. AeroTurbine sent repeated e-mails to Aveos seeking payment for amounts past due, as appears, by way of example, from e-mails dated March 7 and 13, 2012, attached hereto as **Exhibit P-5**;

16. By letter dated March 14, 2012, delivered personally to Aveos, AeroTurbine terminated the Agreement pursuant to Section 8.2.3 thereof, with immediate effect, and demanded the return to AeroTurbine of all Inventory, as appears from a copy of the letter, attached hereto as **Exhibit P-6**;

#### **E. PROCEEDINGS**

17. On March 15, 2012, in Superior Court file 500-17-070979-128, Justice Benoit Emery granted AeroTurbine's Fiat and authorized the issuance of a Writ of Seizure Before Judgment permitting AeroTurbine to revendicate property belonging to it pursuant to the Agreement, the whole as appears from a copy of the authorized Fiat and the issued Writ of Seizure Before Judgment, communicated herewith *en liasse* as **Exhibit P-7**;
18. On March 15, 2012, bailiff Laurent Solari of Paquette & Associés s.e.n.c. (the "**Bailiff**") executed the seizure before judgment at the premises of Aveos, the whole as appears from a copy of his report, communicated herewith as **Exhibit P-8**;
19. Aveos cooperated with the termination of the Agreement and the seizure, and assigned two technical representatives to assist the Bailiff in locating, identifying and repossessing the Inventory located in Quebec on March 15, 2012;
20. As further appears from **Exhibit P-8**, the seized property was deposited with Daniel Metivier, a guardian designated by the Bailiff, where it remains as of the date hereof;
21. On March 19, 2012, subsequent to the termination of the Agreement and the seizure, the Initial Order was rendered in respect of the Debtor Companies, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"), as appears from the Court file;
22. The Initial Order provides for a Stay of proceedings against the Debtor Companies, or affecting their business operations or activities or their property:

*"[11] ORDERS that, until and including April 5, 2012, or such later date as the Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Petitioners, or affecting the Petitioners' business operations and activities (the "Business") or the Property (as defined herein below), including as provided in paragraph (22) herein below except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 of the CCM.*

...

*[22] ORDERS that during the Stay Period, and subject to, inter alia, subsection 11.1 CCM, all rights and remedies of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture,*

*association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Petitioners, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court."*

23. Subsequent to the rendering of the Initial Order, Aveos shut down its operations, with a view to the liquidation of its assets;
24. In paragraph 13 of their motion dated March 20, 2012, the Debtor Companies alleged that:
 

*"the Board of Directors of Aveos have decided that they have no other alternative but to completely shut down its operations, including the termination of the balance of employees, commencing at 1:00 p.m. today, except for those employees determined to be necessary to assist in the liquidation of Aveos' assets";*
25. At paragraph 20 of the Monitor's first report to this Court, dated March 20, 2012, the Monitor stated that a Chief Restructuring Officer would provide the Debtor Companies' with the *"necessary guidance to achieve an orderly shut down and liquidation"*;
26. The Inventory does not constitute property of Aveos, but remains the segregated and identified property of AeroTurbine;
27. Considering the shutdown of the business operations and activities of Aveos, the revindication of property belonging to AeroTurbine would have no affect on the business of the Debtor Companies, and an orderly and speedy repossession process would permit AeroTurbine to mitigate its damages and minimize its claims against Aveos;
28. The revindication of property belonging to AeroTurbine would also have no adverse affect on the Debtor Companies' CCAA proceedings;
29. AeroTurbine suffers prejudice each day that it incurs the costs of warehousing and insuring the seized property, and each day that it is deprived of the use of its property;

#### **F. RELIEF SOUGHT**

30. AeroTurbine is thus well-founded in seeking a partial lift of the Stay to enable it to revindicate its own property from the Debtor Companies, their affiliates, their subsidiaries, third parties with which they have or have had dealings, and from the legal guardian described at paragraph 20 hereof;
31. AeroTurbine reserves all of its other rights and recourses, including to amend the present Motion;
32. The present Motion is well-founded in fact and in law;

**WHEREFORE MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present Motion;

**DECLARE** that sufficient notice and service of the present Motion have been given;

**DECLARE** that the stay of proceedings provided for in the Initial Order rendered in the present Court file on March 19, 2012 is lifted for the purpose of allowing the Petitioner AeroTurbine, Inc. to revendicate and repossess any and all property belonging to it, wherever situated, whether by consent or by legal proceedings, from either of the Debtor Companies, their affiliates, their subsidiaries, third parties with which they have or have had dealings, and from the legal guardian Daniel Metivier;

**ORDER** provisional execution of the order to be rendered, notwithstanding any appeal;

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

MONTREAL, March 28, 2012

**FISHMAN FLANZ MELAND PAQUIN LLP**

  
Attorneys for Petitioner

CANADA

**SUPERIOR COURT**  
(Commercial Division)

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Monitor

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**AEROTURBINE, INC.**

Petitioner

**EXHIBITS**

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- Exhibit P-1** Airframe Spare Parts Inventory Lease and Consignment Title Retention Agreement
- Exhibit P-2** RDPRM registrations 10-0124545-0001 on March 5, 2010 - Reserve de propriété (Vente à temperament), as modified by registration 10 0421918-0002 on June 28, 2010, 11-0792933-0001 on October 17, 2011, 12-0180377-0002 on March 14, 2012 and 12-0184410-0001 on March 15, 2012 and rectified by registration 12-0193480-0001 on March 19, 2012
- Exhibit P-3** RDPRM registrations 10-0124545-0002 on March 5, 2010 – Droits résultant d'un bail, as modified by registration 10-0421918-0001 on June 28, 2010, 11-0792933-0002 on October 17, 2011, 12-0180377-0001 on March 14, 2012 and 12-0184410-0002 on March 15, 2012 and rectified by registration 12-0193480-0002 on March 19, 2012
- Exhibit P-4** Statement of Account



- Exhibit P-5** E-mails dated March 7 and 13, 2012
- Exhibit P-6** Termination letter dated March 14, 2012
- Exhibit P-7** Authorized Fiat and the issued Writ of Seizure Before Judgment, *en liasse*
- Exhibit P-8** Bailiff's report of seizure

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*CREDITORS ARRANGEMENT ACT, R.S.C.*  
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-and-

**AEROTURBINE, INC.**

Petitioner

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**AFFIDAVIT**

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I, Jeffrey Lund, residing and domiciled at 2306 Watercress Drive, Keller, Texas, 76248, hereby solemnly affirm:

1. I am the Senior Vice President, Corporate Business Development, of Petitioner AeroTurbine, Inc., and I have personal knowledge of the facts alleged herein;
2. All of the facts alleged herein and in Petitioner's *Motion De Bene Esse to Lift Stay* are true.

**AND I HAVE SIGNED:**

  
JEFFREY LUND

Solemnly affirmed before me in  
person, on March 28, 2012



Notary Public



CANADA

**SUPERIOR COURT**  
(Commercial Division)

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO.: 500-11-042345-120

**IN THE MATTER OF THE COMPANIES'  
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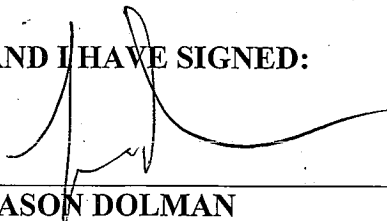
**ATTESTATION OF AUTHENTICITY**

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I, Jason Dolman, attorney, exercising my professional activities at the law firm of Fishman Flanz Meland Paquin LLP, at 1250 René-Lévesque Boulevard West, Suite 4100, Montreal, Quebec H3B 4W8, hereby solemnly affirm:

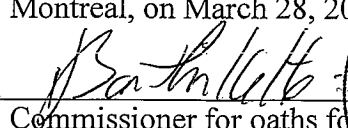
1. On March 28, 2012, I received an affidavit signed by Jeffrey Lund, Senior Vice President, Corporate Business Development, of Petitioner AeroTurbine, Inc. in support of Petitioner's *Motion De Bene Esse to Lift Stay*;
2. The above-mentioned affidavit was sent to the undersigned from the United States of America via e-mail by the affiant, Jeffrey Lund;
3. The copy of the affidavit joined to this attestation is a true copy of the affidavit received in PDF format on March 28, 2012 from Jeffrey Lund.

**AND I HAVE SIGNED:**



**JASON DOLMAN**

Solemnly affirmed before  
Montreal, on March 28, 2012

  
Commissioner for oaths for Québec



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Monitor

-and-

**AEROTURBINE, INC.**

Petitioner

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**NOTICE OF PRESENTATION**

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**TO:** Service List Attached

You are hereby advised that the attached *Motion De Bene Esse to Lift Stay* will be presented for adjudication before the Honourable Justice Mark Schragger of the Superior Court of Quebec (Commercial Division) on April 5, 2012 or on such date and time and at such place as may be determined by the Court, at the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6.

Do govern yourselves accordingly.

MONTREAL, March 28, 2012

**FISHMAN FLANZ MELAND PAQUIN LLP**

  
\_\_\_\_\_  
Attorneys for Petitioner

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Commercial Division)

No. 500-11-042345-120

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IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED:

AVEOS FLEET PERFORMANCE INC.

And

AVEOS TECHNICAL US, INC.

Petitioners

And

FTI CONSULTING CANADA INC.

Monitor

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**SERVICE LIST**

As of March 23, 2012

<i>Party / Counsel</i>	<i>Telephone</i>	<i>Fax</i>	<i>Email</i>
<b>GENERAL</b>			
<b>FRASER MILNER CASGRAIN LLP</b> 1, Place Ville Marie Bureau 3900 Montréal QC H3B 4M7			
<b>RYAN JACOBS</b>	416.862.3407	416.863.4592	ryan.jacobs@fmc-law.com
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<b>ROGER SIMARD</b>	514.878.5834	514.866.2241	roger.simard@fmc-law.com
<b>LOUIS DUMONT</b>	514.878.8828	514.866.2241	louis.dumont@fmc-law.com
<b>STÉPHANE DANSEREAU</b>	514.878.8854	514.866.2241	stephane.dansereau@fmc-law.com
<b>ARI Y. SOREK</b>	514.878.8883	514.866.2241	ari.sorek@fmc-law.com
<i>Canadian Counsel for Petitioners</i>			

<i>Party / Counsel</i>	<i>Telephone</i>	<i>Fax</i>	<i>Email</i>
<p><b>AKIN GUMP STRAUSS HAUER &amp; FELD LLP</b>            One Bryant Park            New York, New York            U.S.A. 10036</p> <p><b>IRA S. DIZENGOFF</b>  <b>SARAH L. SCHULTZ</b>  <b>NATALIE E. LEVINE</b>  <b>KERRY E. BERCHEM</b></p> <p><i>U.S. Counsel for Petitioners</i></p>	<p>212.872.1096            214.969.4367            202.887.4322            212.872.1095</p>	<p>212.872.1002            214.969.4343            202.887.4288            212.872.1002</p>	<p>idizengoff@akingump.com            sschultz@akingump.com            nlevine@akingump.com            kberchem@AkinGump.com</p>
<p><b>JONATHAN SOLURSH</b>            C/O R.E.L. GROUP INC.            2200 Yonge Street            Suite 610            Toronto, Ontario            M4S 2C6</p> <p><b>JONATHAN SOLURSH</b>  <b>HEATHER BRODIE</b>  <b>JEFF GOLLOB</b>  <b>ALBERT CHAPPELL</b></p> <p><i>Chief Restructuring Officer</i></p>	<p>514.856.6767</p>		<p>jsolursh@relgrp.com            hbrodie@relgrp.com            jgollob@relgrp.com            achappell@relgrp.com</p>
<p><b>NORTON ROSE CANADA LLP</b>            Bureau 2500            1, Place Ville Marie            Montréal, Québec H3B 1R1</p> <p><b>MARIO FORTE</b>  <b>SYLVAIN RIGAUD</b></p> <p><i>Counsel for the Monitor</i></p>	<p>416.216.4870            514.847.4702</p>	<p>416.216.3930            514.286.5474</p>	<p>mario.forte@nortonrose.com            sylvain.rigaud@nortonrose.com</p>
<p><b>FTI CONSULTING CANADA INC.</b>            TD Waterhouse Tower            79 Wellington Street, Suite 2010            Toronto, Ontario M5K 1G8</p> <p><b>GREG WATSON</b>  <b>TONI VANDERLAAN</b></p> <p><i>Monitor</i></p>	<p>416.649.8077            416.572.2257</p>	<p>416.649.8101            416.572.4068</p>	<p>greg.watson@fticonsulting.com            toni.vanderlaan@fticonsulting.com</p>

<p><b>BLAKES, CASSELS &amp; GRAYDON LLP</b> 600, boul. de Maisonneuve Ouest Bureau 2200 Montréal QC H3A 3J2</p> <p><b>BERNARD BOUCHER</b> <b>MILLY CHOW</b> <b>KATHERINE MCEACHERN</b></p> <p><i>Canadian counsel for Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the First Lien Secured Lenders and as Administrative Agent and Collateral Agent for the Second Lien Secured Lenders</i></p>	<p>514.982.4006 416.863.2594 416.863.2566</p>	<p>514.982.4099 416.863.2653 416.863-2653</p>	<p>bernard.boucher@blakes.com milly.chow@blakes.com katherine.mceachern@blakes.com</p>
<p><b>WEIL, GOTSHAL &amp; MANGES LLP</b> 767 Fifth Avenue New York, New York U.S.A. 10153</p> <p><b>GARY HOLTZER</b> <b>MICHAEL WALSH</b> <b>KELLY DiBLASI</b></p> <p><i>U.S. counsel for Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the First Lien Secured Lenders and as Administrative Agent and Collateral Agent for the Second Lien Secured Lenders.</i></p>	<p>212.310.8463 212.310.8197 212.310.8032</p>	<p>212.310.8007 212.310.8007 212.310.8007</p>	<p>gary.holtzer@weil.com michael.walsh@weil.com kelly.dibiasi@weil.com</p>
<p><b>CREDIT SUISSE AG/CREDIT SUISSE AG – CAYMAN ISLANDS BRANCH</b> One Madison Avenue, 2nd Floor New York NY 10010 U.S.A.</p>			
<p><b>STIKEMAN ELLIOTT LLP</b> 4000-1155 René-Levesque Boulevard west Montreal, Quebec H3B 3V2</p> <p><b>LOUIS P. BÉLANGER</b> <b>JEAN C. FONTAINE</b> <b>JOSEPH REYNAUD</b> <b>NATHALIE MERCIER-FILTEAU</b></p> <p><i>Counsel for Air Canada</i></p>	<p>514.397.3078 514397.3337 514.397.3019 514.397.3691</p>	<p>514.397.3222 514.397.3487 514.397.3222 514.397.3222</p>	<p>lpbelanger@stikeman.com jfontaine@stikeman.com jreynaud@stikeman.com nmercierfilteau@stikeman.com</p>

<p><b>AIR CANADA LAW BRANCH</b> 7373, boulevard de la Côte-Vertu Saint-Laurent, Québec H4S 1Z3</p> <p><b>LOUISE-HÉLÈNE SÉNÉCAL</b> <i>Internal counsel for Air Canada</i></p>	514.422.5826	514.422.5829	louise-helene.senecal@aircanada.ca
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No: 500-11-042345-120

**SUPERIOR COURT  
(Commercial Division)**

**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, C. C-36, AS AMENDED, AND:**

**AVEOS FLEET PERFORMANCE INC. /  
AVEOS PERFORMANCE  
AÉRONAUTIQUE INC.  
-and-  
AERO TECHNICAL US, INC.**

**Debtor Companies**

**-and-**

**FTI CONSULTING CANADA INC.**

**Monitor**

**-and-**

**AEROTURBINE, INC.**

**Petitioner**

**MOTION *DE BENE ESSE* TO LIFT STAY**

**ORIGINAL**

File: AEROTU-1

Mtre. Mark E. Meland and Ronald M. Auclair  
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