

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

Commercial Division  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C. 1985, c.  
C-36)

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No: 500-11-042345-120

IN THE MATTER OF THE PROPOSED PLAN OF  
COMPROMISE AND ARRANGEMENT OF:

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

Insolvent Debtors/Petitioners

and

**FTI CONSULTING CANADA INC.**

Monitor

and

**WELLS FARGO BANK NATIONAL ASSOCIATION, as**  
**Fondé de Pouvoir**

and

**CRÉDIT SUISSE AG, CAYMAN ISLAND BRANCH, as**  
**Fondé de Pouvoir**

and

**AVEOS HOLDING COMPANY as Fondé de Pouvoir**

and

**BREOF/BELMONT BAN L.P.**

and

**THE ATTORNEY GENERAL OF CANADA**

and

**AON HEWITT, as administrator of the Aveos Fleet**  
**Performance Inc. pension plans**

and

**QUEBEC REVENUE AGENCY**

and

**CANADA REVENUE AGENCY**

and

**REGISTRAR OF THE PERSONAL AND MOVABLE**  
**REAL RIGHTS REGISTER OF QUEBEC**

and

**AIR CANADA**  
and  
**LUFTHANSA TECHNIK AG**

Mis en cause

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**MOTION FOR AN ORDER AUTHORIZING THE ASSIGNMENT OF A CONTRACT  
BY THE PETITIONERS AND FOR A VESTING ORDER  
(AIR CANADA CONTRACT)**

(Sections 11 and 36 of the *Companies' Creditors Arrangement Act* ("CCAA"))

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**TO THE HONOURABLE JUSTICE JEAN-YVES LALONDE, J.S.C., OF THE SUPERIOR COURT, SITTING  
IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE  
PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:**

**I. INTRODUCTION**

1. On or around August 2, 2012, the Petitioners filed a *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for a Vesting Order (Components Maintenance Centre) and Authorizing an Agreement for Lease Termination* (the "**CMC Motion**") in the present matter, the whole as appears from the Court record herein.
2. For the purposes of providing context and by way of introduction, the Petitioners hereby refer this Honourable Court to the CMC Motion and reiterate as if recited at length, to the extent applicable, the allegations contained therein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Initial Order or in the CMC Motion.
3. On May 30, 2012, Aveos and Air Canada entered into an Engine Maintenance Services Agreement for Air Canada's CFM56-5A and CFM56-5B aircraft engines (the "**Air Canada Contract**") with the express intent and purpose of having same assigned by Aveos to a designated assignee acceptable to Air Canada, on or prior to August 15, 2012.
4. The offers and negotiations that ensued and the analysis conducted by Aveos and the CRO under the supervision of the Monitor resulted in a recommendation to conclude a purchase agreement for the assignment of the Air Canada Contract, dated August 9, 2012 (the "**LHT Agreement**") with the *mis en cause* Lufthansa Technik AG ([including an affiliate,] hereinafter "**LHT**" or the "**Purchaser**") the whole as more fully detailed below. A copy of the LHT Agreement is filed in support hereof as **Exhibit P-1**.
5. The LHT Agreement contemplates the execution, on or prior to August 15, 2012, subject only to the Court order requested herein, of an Assignment and Assumption Agreement

by and between Aveos and LHT the whole as more fully detailed below (the “**LHT Transaction**”).

6. The present Motion seeks this Court’s Approval and a Vesting Order required to give effect to and complete the LHT Transaction as contemplated in the LHT Agreement, including the authorization to enter into and give effect to the assignment of the Air Canada Contract.

## **II. THE LHT TRANSACTION**

7. As appears from the Addendum to the Sixth Report to the Court of the Chief Restructuring Officer (the “**CRO Report Addendum**”), to be filed at, or prior to, the hearing hereof as **Exhibit P-2**, Aveos, under the direction of the CRO, invested significant time and resources in soliciting and reviewing various expressions of interest and bids for the Air Canada Contract. In exploring all of the options at their disposal, Aveos and the CRO sought to implement a solution which was most favourable to the company and its stakeholders, including the Secured Lenders and giving appropriate weight to the interests of former Aveos employees including those represented by the International Association of Machinists & Aerospace Workers (“**IAMAW**”), the union representing the unionized former employees of Aveos.
8. Save for the condition that the approval and vesting order requested from this Honourable Court be granted, the LHT Transaction is not subject to any conditions precedent or subsequent.
9. In particular, there is no forced or voluntary assignment on any customer or supplier agreement being required by LHT in order to give effect to the LHT Transaction, other than the assignment of the Air Canada Contract which is permitted under the terms of Aveos’ agreement with Air Canada, such that there are no other counterparties affected by the orders sought herein.
10. As appears from the LHT Agreement, Exhibit P-1, LHT can conclude the LHT Transaction through an assignment to an affiliate or subsidiary that it controls.
11. In considering such factors as those mentioned above and the overall terms and conditions pertaining to the LHT Agreement, Aveos and the CRO consider LHT to be the most desirable purchaser in the circumstances.

## **III. GROUNDS FOR THE RELIEF SOUGHT IN RESPECT OF THE LHT TRANSACTION**

12. The recommendations made by the CRO take into account the commitment of LHT to complete the LHT Transaction, the conditions attached thereto, the time required to close the LHT Transaction and other relevant considerations, the whole as set forth above and in the CRO Report Addendum.

13. The terms and conditions of the LHT Transaction were considered by Aveos and the CRO as: a) being most favourable to Aveos , taking into consideration the requirement to balance the interests of the stakeholders as best as possible in the circumstances and b) best meeting the various criteria and conditions set forth in the Divestiture Process, the whole as more fully appears in the CRO Report Addendum.
14. It is submitted that the consideration, terms and conditions of the LHT Transaction are favourable to Aveos, and allow Aveos to obtain the best possible value for the Air Canada Contract in the current circumstances, the whole as more fully detailed in the CRO Report Addendum.
15. It is therefore respectfully submitted that it is in the interest of the Petitioners, their stakeholders and in the interest of justice that Petitioners be authorized by this Honourable Court to proceed with the LHT Transaction and that the Court authorize the LHT Transaction.
16. The only beneficiaries of deemed trusts and secured creditors that are likely to be affected by the proposed LHT Transaction are the *mis en cause* and also the members, former members, and any other persons entitled to pension benefits under the Pension Plans as defined at paragraph 19 of the Initial Order, who hold or may assert to hold either deemed trust claims or universal movable hypothecs, as appears from the updated security search report to be filed at the hearing hereof as **Exhibit P-3**.
17. In view of the universal nature of the Charges under the CCAA, the deemed trusts and the applicable universal movable hypothecs and security interests granted in favour of the *mis en cause* Secured Lenders, the proceeds of sale will automatically be subject to such Charges, deemed trusts and universal hypothecs and security interests without the need for an order of this Court under subsection 36(6) of the CCAA. Notwithstanding the foregoing, the conclusions of this Motion provide, for clarity, that existing Charges, deemed trusts and universal hypothecs and security interests will attach to the proceeds of sale which will stand in place and stead of the Purchased Assets.
18. It is moreover respectfully submitted that it is urgent that this Honourable Court approve and authorize the LHT Transaction and that the said LHT Transaction be completed without delay considering, *inter alia*, that:
  - a) time is of the essence in that the expediency with which the LHT Transaction would take place is a significant consideration;
  - b) the terms and conditions of the LHT Agreement are favourable for the Petitioners and it is unlikely that the Petitioners would obtain a more favourable purchase price and/or terms and conditions in the future if the LHT Transaction is not completed forthwith;

- c) if the Petitioners are precluded from effecting the LHT Transaction, this would be prejudicial to the Petitioners and their stakeholders;
- d) the Air Canada Contract must be assigned on or before August 15, 2012 pursuant to the terms of Aveos' agreement with Air Canada and Air Canada has no obligation to extend that date.

#### IV. VESTING ORDER

- 19. It is a condition of closing in the LHT Agreement that the Court render an order vesting all of the right, title and interest of Aveos in and to the Air Canada Contract.
- 20. The LHT Transaction contemplates the assignment and assumption of the Air Canada Contract free and clear of all hypothecs, liens, charges and encumbrances pursuant to such vesting order.
- 21. Accordingly, Aveos respectfully seeks an order from this Honourable Court vesting the Air Canada Contract in LHT , free and clear of such charges and encumbrances.
- 22. Aveos requests that Exhibit P-1 be filed under seal of confidentiality and that redacted copies only, removing the financial details, be filed in the Court record and made available to the Service List, in order to avoid any prejudice should Aveos need to return to the market in the event of a problem with closing the LHT Transaction.

#### WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

- [1] **GRANT** the *Motion for an Order Authorizing the Assignment of a Contract by the Petitioners and for a Vesting Order (Air Canada Contract)* (the "**Motion**");
- [2] **DECLARE** sufficient and valid the service and notice of the Motion on all persons and **DISPENSE** with any further requirements for service or notice thereof;
- [3] **DECLARE** that all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Initial Order, as amended and restated, or, otherwise, in the Motion;
- [4] **AUTHORIZE** Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc. (hereinafter "**Aveos**") to enter into and give effect to the asset purchase agreement, being **Exhibit P-1** to the Motion, (the "**LHT Agreement**") between Aveos and Lufthansa Technik AG (together with any designated affiliate, the "**Purchaser**");
- [5] **AUTHORIZE** and **RATIFY** the LHT Agreement and the transaction contemplated therein (the "**LHT Transaction**"), and **ORDER** that Exhibit P-1 be sealed and that a redacted copy removing financial or confidential information therefrom be filed in the Court record and made available to the Service List;

- [6] **AUTHORIZE** the assignment of the Engine Maintenance Services Agreement between Aveos and Air Canada dated May 30, 2012 (the “**Air Canada Contract**”) to LHT;
- [7] **AUTHORIZE** Aveos to perform its obligations under the LHT Agreement and the LHT Transaction;
- [8] **AUTHORIZE** Aveos to:
- a) take any and all actions necessary to proceed with the LHT Agreement and the LHT Transaction, including, without limitation, to execute and deliver any documents and assurances governing or giving effect to the LHT Agreement and the LHT Transaction as Aveos, in its discretion, may deem to be reasonably necessary or advisable to conclude the LHT Agreement and the LHT Transaction, including the execution of such deeds, contracts, or documents as may be contemplated in the LHT Agreement and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
  - b) take any and all steps, as are, in the opinion of Aveos, necessary or incidental to the performance of its obligations pursuant to the LHT Agreement and the LHT Transaction;
- [9] **ORDER** and **DECLARE** that, upon the delivery of a Monitor’s certificate, to the Purchaser, substantially in the form attached as **Schedule A** hereto (the “**Monitor’s Certificate**”), all of Aveos’ right, title, benefit and interest in and to the Air Canada Contract, shall vest absolutely and exclusively in the Purchaser, free and clear of and from any and all rights, titles, interests, security interests (whether contractual, statutory, or otherwise), hypothecs (legal or contractual), prior claims, mortgages, pledges, trusts, deeds of trust or deemed trusts (whether contractual, statutory or otherwise), liens (statutory or otherwise), executions, levies, charges or other financial or monetary claims, options, rights of first offer or first refusal, real property licences, encumbrances, obligations, conditional sale arrangements, adverse claims, priorities, options, judgments, writs of seizure and sale, leasing agreements or other similar restrictions of any kind, whether attached, perfected, registered or filed and whether secured, unsecured, legal, possessory or otherwise, remedies from facts which exist as at or before the Closing of the Transaction (as defined in the LHT Agreement), whether known or unknown, or any and all other rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, each of which and collectively being herein referred to as the “**Claims**,” including, without limiting the generality of the foregoing:
- a) any encumbrance or charge created by the Initial Order, as amended, or by any other order of this Honourable Court in these proceedings;

b) all charges, security interests or claims, inasmuch as they relate to property of Aveos, evidenced by registration at or with the Quebec Personal and Movable Real Rights Registry (Québec) (“RDPRM”), the Quebec Land Registry, any provincial personal property registry system including without limitation, registrations pursuant to the Personal Property Security Act (Ontario), the Personal Property Security Act (Manitoba) and the Personal Property Security Act (British Columbia), the Canadian Intellectual Property Office or any other personal property registry system, or pursuant to the Bank Act (Canada), the Trademarks Act (Canada) or any other legislation;

[10] **ORDER** and **DECLARE**, for greater certainty, that all hypothecs, encumbrances and Claims affecting or relating to the Air Canada Contract, upon delivery of the Monitor’s Certificate, be and are expunged and discharged as against the Air Canada Contract;

[11] **ORDER** that, upon receipt of a copy of the signed Monitor’s Certificate having been delivered to the Purchaser, Aveos is authorized to receive payment of the Purchase Price from the Purchaser;

[12] **DECLARE** that notwithstanding

a) the pendency of these proceedings;

b) any application for a bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”) in respect of Aveos and any bankruptcy order issued pursuant to any such applications; and

c) any assignment in bankruptcy or any receivership;

the LHT Agreement and LHT Transaction shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of Aveos and shall not be void or voidable and shall not be deemed to be a settlement, fraudulent preference, assignment, or fraudulent conveyance, transfer for under value or other reviewable transaction under the CCAA, the BIA, Articles 1631 et seq. of the *Civil Code of Québec*, S.Q. 1991, c. 164 (“C.C.Q.”) or any other applicable federal or provincial legislation;

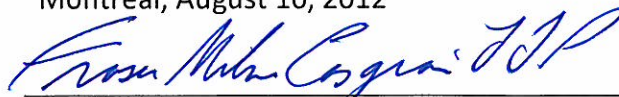
[13] **ORDER** and **DIRECT** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after execution and delivery thereof;

[14] **DECLARE** that the present Order constitutes the only authorization required by Aveos to proceed with the LHT Agreement and the LHT Transaction and, for greater certainty, **DECLARE** that the parties involved in the LHT Agreement are exempted from requiring or obtaining any authorization that may be required from any person or authority whatsoever;



- [15] **DECLARE** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Air Canada Contract shall stand in place and stead of the Air Canada Contract and that, from and after the delivery of the Monitor's Certificate, all Claims shall attach to the proceeds from the sale of the Air Canada Contract with the same priority as they had with respect to the Air Canada Contract immediately prior to the sale, as if the Air Canada Contract had not been sold;
- [16] **ORDER** that neither the Purchaser nor any affiliate thereof shall assume or be deemed to assume any liabilities or obligations whatsoever of any of Aveos or the mis en causes (other than as expressly assumed under the terms of the LHT Agreement or the LHT Transaction or of the Order to be rendered herein);
- [17] **ORDER** that the LHT Agreement being Exhibit P-1 to the Motion, and any related or ancillary agreements shall not be repudiated, disclaimed or otherwise compromised in these proceedings;
- [18] **ORDER** that all persons shall cooperate fully with Aveos and the mis en cause, the Purchaser and their respective affiliates and the Monitor and do all such things that are necessary or desirable for the purposes of giving effect to and in furtherance of the Order to be rendered herein, the LHT Agreement and the LHT Transaction;
- [19] **REQUEST** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order to be rendered herein;
- [20] **ORDER** that the Order to be rendered herein shall have full force and effect in all provinces and territories in Canada;
- [21] **ORDER** the provisional execution of the Order to be rendered herein, notwithstanding any appeal and without the necessity of furnishing any security;
- [22] **THE WHOLE WITHOUT COSTS.**

Montréal, August 10, 2012



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**FRASER MILNER CASGRAIN LLP**  
Attorneys for Petitioners



**SCHEDULE A**  
**Superior Court of Quebec 500-11-042345-120**  
**Monitor's Certificate**

**(Pursuant to the Order rendered by the Hon. Jean-Yves Lalonde, j.s.c., on August ● 2012)**

Pursuant to an Order of the Honourable Mark Schrager, j.s.c. of the Superior Court of Quebec (the "**Court**") dated March 19, 2012, as amended and restated by further Orders issued on March 30, 2012, April 5, 2012 and May 4, 2012 (collectively, the "**Initial Order**"), FTI Consulting Canada Inc. was appointed monitor (the "**Monitor**") of Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc. ("**Aveos**") and of Aero Technical US, Inc. (together with Aveos, the "**Petitioners**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**"). Pursuant to the Initial Order and from further Orders issued by the Court, the Petitioners benefit from a stay of proceedings granted thereby pursuant to the CCAA.

Pursuant to an Order of the Court dated August ●, 2012 (the "**Authorization of Sale and Vesting Order**") the Court, *inter alia*, authorized and approved the transaction and conveyance and the assignment of the Air Canada Contract by and between the Petitioners on the one hand, and Lufthansa Technik AG, on the other hand (together with any designated affiliate, the "**Purchaser**"), and provided for, among other things, the vesting in the Purchaser of all of the Petitioners' rights, title and interest in and to the Air Canada Contract, free and clear of any and all Claims, encumbrances, charges, liens and hypothecs, the whole in accordance with the *Authorization of Sale and Vesting Order*, which vesting is to be effective with respect to the Purchased Assets and Air Canada Contract upon delivery by the Monitor to the Purchaser of this certificate;

Unless otherwise indicated herein, capitalized terms have the meaning ascribed to them in the *Authorization of Sale and Vesting Order*;

**THE MONITOR HEREBY CERTIFIES** that:

1. It has received written confirmation from the Petitioners that the closing of the LHT Transaction has occurred; and
2. The LHT Transaction has been completed to the satisfaction of the Monitor.

**MADE AT MONTRÉAL, THIS ● DAY OF ●, 2012.**

**FTI CONSULTING CANADA INC.**  
in its capacity as Monitor of the Petitioners

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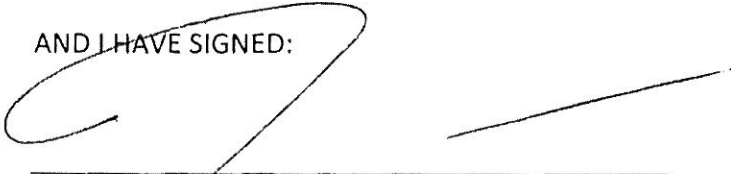
MS. TONI VANDERLAAN, MR. GREG WATSON, OR  
ANOTHER DULY AUTHORIZED REPRESENTATIVE

AFFIDAVIT

I, the undersigned, **JONATHAN SOLURSH**, of R.e.I. Group inc. and authorized representative of the Chief Restructuring Officer of the Petitioners in the present matter, domiciled, for the purposes hereof, at BAN3, 4th Floor, 2311 Blvd. Alfred Nobel, in the City of Montreal, Province of Quebec, do solemnly declare:

1. I am the Chief Restructuring Officer of the Petitioners in the present matter;
2. I have personal knowledge of all of the facts alleged in the present *Motion for an Order Authorizing the Assignment of a Contract and for a Vesting Order (Air Canada Contract)*, which are true.

AND I HAVE SIGNED:



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**JONATHAN SOLURSH**

SOLEMNLY DECLARED before me at Jackson's Point, Ontario  
This 10<sup>th</sup> day of August 2012



COMMISSIONER OF OATHS FOR THE  
PROVINCE OF ONTARIO

MENDEL GREEN Q.C.

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C. 1985,  
c. C-36)

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No. 500-11-042345-120

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COMPROMISE AND ARRANGEMENT OF:

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

Insolvent Debtors/Petitioners

and  
**FTI CONSULTING CANADA INC.**

Monitor

and  
**WELLS FARGO BANK NATIONAL ASSOCIATION, as**  
**Fondé de Pouvoir**

and  
**CRÉDIT SUISSE AG, CAYMAN ISLAND BRANCH, as**  
**Fondé de Pouvoir**

and  
**AVEOS HOLDING COMPANY as Fondé de Pouvoir**  
and

**BREOF/BELMONT BAN L.P.**

and  
**THE ATTORNEY GENERAL OF CANADA**  
and

**AON HEWITT, as administrator of the Aveos Fleet**  
**Performance Inc. pension plans**

and  
**QUEBEC REVENUE AGENCY**

and  
**CANADA REVENUE AGENCY**

and  
**REGISTRAR OF THE PERSONAL AND MOVABLE**  
**REAL RIGHTS REGISTER OF QUEBEC**

and  
**AIR CANADA**

and  
**LUFTHANSA TECHNIK AG**

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**ATTESTATION OF AUTHENTICITY**  
(Article 82.1 of the *Code of Civil Procedure*, R.S.Q. c. C-25)

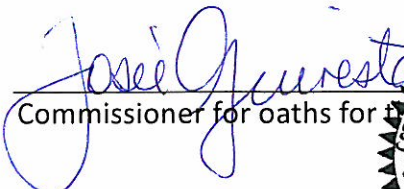
I, the undersigned, ROGER P. SIMARD, attorney, exercising my profession at Fraser Milner Casgrain LLP, situated at 1 Place Ville-Marie, 39<sup>th</sup> Floor, in the city and district of Montréal, Province of Québec, solemnly declare the following:


1. I am one of the attorneys for Petitioners Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc. and Aero Technical US, Inc.;
2. On August 10, 2012, at 12:37 p.m., Fraser Milner Casgrain LLP received by email from Jonathan Solursh of R.e.l. Group Inc., in his capacity as Chief Restructuring Officer of the Petitioners, his sworn affidavit dated August 10, 2012;
3. Jonathan Solursh transmitted to Fraser Milner Casgrain LLP his affidavit from his email address which is jsolursh@relgrp.com;
4. The copy of the Affidavit attached hereto is a true copy of the affidavit of Jonathan Solursh;
5. All of the facts alleged herein are true.

AND I HAVE SIGNED:

  
\_\_\_\_\_  
ROGER P. SIMARD

Solemnly declared before me  
in Montréal, this 10<sup>th</sup> day of August 2012

  
\_\_\_\_\_  
Commissioner for oaths for the Province of Québec



**NOTICE OF PRESENTATION**

**TO: SERVICE LIST**

**TO: LUFTHANSA TECHNIK AG**

Fasken Martineau DuMoulin LLP  
Attn: Alain Riendeau  
E-mail: ariendeau@fasken.com

**TAKE NOTICE** that the *Motion for an Order Authorizing the Assignment of a Contract and for a Vesting Order (Air Canada Contract)* will be presented before one of the Honourable judges of the Superior Court, sitting in and for the Commercial Division for the District of Montreal, in the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, **in room 15.09, on August 14, 2012, at 14h15** or so soon thereafter as counsel may be heard.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montréal, August 10, 2012



**FRASER MILNER CASGRAIN LLP**

Attorneys for Petitioners

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

Commercial Division  
(Sitting as a court designated pursuant to the  
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and  
**AERO TECHNICAL US, INC.**  
Insolvent Debtors/Petitioners  
and

**FTI CONSULTING CANADA INC.**

Monitor

Et al.

**PETITIONERS' LIST OF EXHIBITS**

<b>Exhibit P-1:</b>	Purchase Agreement between Aveos Fleet Performance Inc. and Lufthansa Technik AG dated August 9, 2012.
<b>Exhibit P-2</b>	Addendum to Sixth Report to the Court of the Chief Restructuring Officer to be filed in Court
<b>Exhibit P-3</b>	<i>En liasse</i> , updated security search reports prepared by Fraser Milner Casgrain, to be filed <i>séance tenante</i>

These Exhibits are available upon request.

Montréal, August 10, 2012



**FRASER MILNER CASGRAIN LLP**  
Attorneys for Petitioners



**No. 500-11-042345-120**

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**SUPERIOR COURT (Commercial Division)  
DISTRICT OF MONTRÉAL**

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IN THE MATTER OF THE PROPOSED PLAN OF  
COMPROMISE AND ARRANGEMENT OF:

**AVEOS FLEET PERFORMANCE INC./  
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**Insolvent Debtors/Petitioners**  
and

**FTI CONSULTING CANADA INC.**

*et al.* **Monitor**

**Me Roger P. Simard / Me Ari Y. Sorek**  **#548732-1**

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**MOTION FOR AN ORDER AUTHORIZING THE ASSIGNMENT OF A  
CONTRACT BY THE PETITIONERS AND FOR A VESTING ORDER  
(AIR CANADA CONTRACT) AND LIST OF EXHIBITS**  
(Sections 11 and 36 of the *Companies' Creditors Arrangement Act*  
("CCAA"))

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**ORIGINAL**



**Fraser Milner Casgrain LLP**  
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FAX 514 866 2241

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