

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

NO: 500-11-042345-120

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

AVEOS FLEET PERFORMANCE, INC.

and

AERO TECHNICAL US, INC.

Debtors

and

FTI CONSULTING CANADA, INC.

Monitor

and

VISION AIRLINES, INC.

Petitioner

PETITIONER'S MOTION FOR AN ORDER LIFTING THE STAY OF PROCEEDINGS TO INSPECT AND
REPOSSESS CERTAIN ASSETS
(Section 11 of *Companies' Creditors Arrangement Act*)

TO THE HONOURABLE JUSTICE MARK SCHRAGER, OR TO ONE OF THE OTHER HONOURABLE
JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE
JUDICIAL DISTRICT OF MONTREAL, THE PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:

PREAMBLE

1. On March 19, 2012, this Court issued an Order (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") in respect of Aveos Fleet Performance, Inc. ("Aveos") and Aero Technical US, Inc. (collectively with Aveos, the "Debtors"), as appears from the Court record.
2. Pursuant to the Initial Order, FTI Consulting Canada, Inc. (the "Monitor") was appointed monitor of the Debtors and a stay of proceedings (the "Stay") was granted in favour of the Debtors.

3. In the context of the present motion, the petitioner is Vision Airlines, Inc. ("Vision") a Nevada based company that offers domestic aircraft passenger transportation services in the United States.
4. As detailed hereinafter, Vision retained the services of Aveos for its maintenance, repair and overhaul requirements (the "Services") with respect to certain aircraft engines.
5. As of this day, Aveos still has in its possession the assets described in Schedule A hereof ("Vision's Assets") that were remitted by Vision to Aveos for it to provide the Services.
6. Vision's Assets include:
 - one engine owned by Vision (collectively, "Vision's Engine");
 - one engine owned by Club Excellence, Inc. remitted to Vision in order for the Services to be rendered pursuant to the Agreement (as hereinafter defined);
 - several components, parts and equipment owned by Vision, which are related to the aforementioned engines.
7. The purpose of the present motion is to obtain an order lifting the Stay to allow Vision to inspect Vision's Assets and to repossess Vision's Engine.

AGREEMENT

8. Pursuant to an *Engine Technical Services Agreement* dated April 2, 2009 entered into between Vision and Aveos (the "Agreement"), Aveos agreed to provide the Services to Vision, as appears from a copy of said Agreement, exhibit R-1.
9. The Services rendered by Aveos are important to an aircraft transportation service provider like Vision who has to ensure the proper level of security to its client and, therefore, the proper level of quality in the Services. To this effect, paragraph 6.5 of the Agreement provides for inspection rights in favour of Vision :

"6.5 At all reasonable times, and upon prior written request, CUSTOMER may inspect the facilities, inspection system and records of Aveos relevant to the Work performed or to be performed hereunder. Aveos will make all reasonable efforts to secure access, for inspection purposes, to subcontractors' facilities, inspection system and records. CUSTOMER is not bound by this Agreement to make any such inspection and shall not incur any liability or obligation by reason of the fact that no inspection is made. Aveos will cooperate in the inspection and review of training records and shop manuals and procedures required to add and maintain Aveos and its subcontractors as approved vendors on CUSTOMER's operations specifications."
10. The Agreement provides that the Services shall be rendered at Aveos' engine maintenance center at Trudeau International Airport in Montreal, Quebec.

RECENT RELATIONS BETWEEN AVEOS AND VISION

11. A commercial dispute between Aveos and Vision with regards to the Agreement arose in June 2011 and led to the commencement of court proceedings in the Northern District of New York (the "Litigation").
12. The Litigation is not connected to the work performed or to be performed by Aveos on Vision's Engine.
13. In order to ensure that Vision's Assets had not been damaged by Aveos and were always maintained in a proper condition, Vision has made informal attempts to request an inspection of Vision's Assets.
14. These informal attempts were unsuccessful as Aveos simply denied Vision's requests.
15. On July 26, 2012, Vision, through the undersigned attorneys, sent a letter formally requesting to inspect Vision's Assets in accordance with the terms of the Agreement, as appears from a copy of said letter, exhibit R-2.
16. Although the aforementioned July 26 letter was addressed to Aveos' Canadian counsel, Aveos' answer came from its American counsel on July 30, 2012, as appears from a copy of said letter, exhibit R-3.
17. As appears from Aveos' answer (exhibit R-3):
 - a) Aveos does not contest that it has possession of Vision's Assets;
 - b) Aveos refuses to provide access to Aveos' facilities for Vision to inspect Vision's Assets;
 - c) Aveos confirms that "*work under the Agreement has ceased*".
18. Aveos has failed to invoke any valid reason not to allow Vision to exercise its inspection rights pursuant to the Agreement and rather uses the fact that it has possession of Vision's Assets as a mere strategy in the context of the Litigation.
19. The Litigation has no effect on Vision's right to inspect Vision's Assets pursuant to the Agreement.
20. Considering that (i) Aveos has ceased to render the Services on Vision's Assets; (ii) Aveos will not render the Services in the future; and (iii) the Litigation is not connected to the work performed or to be performed by Aveos on Vision's Engine, Vision is entitled to repossess Vision's Engine so the Services can immediately be rendered by a third party to be appointed by Vision.

CONCLUSION

21. Considering all of the above, Vision hereby requests that orders be rendered in conformity with the conclusions of the present motion to allow Vision to inspect Vision's Assets and to repossess Vision's Engine.

22. Vision needs to inspect Vision's Assets and repossess Vision's Engine in a timely fashion in order to assess their state and complete any maintenance or repair work required to make them available as soon as possible.
23. Considering the ongoing prejudice suffered by Vision, it hereby requests the provisional execution of any order to be rendered on the present motion notwithstanding appeal.
24. Vision reserves all its rights against Aveos, including the right to repossess all of Vision's Assets.

WHEREFORE FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion.

DECLARE that notices given of the present Motion are proper and sufficient.

ORDER that the Stay of Proceedings shall be lifted for the sole purpose of allowing Vision Airlines, Inc. to fully exercise its rights pursuant to the Order to be rendered on the present Motion.

DECLARE that Vision Airlines, Inc. is entitled to inspect the assets described in Schedule A ("Vision's Assets").

ORDER Aveos Fleet Performance, Inc. to provide immediate full access to Vision's Assets to Vision Airlines, Inc. (or any person or persons appointed by Vision Airlines, Inc.) for the purpose of inspecting Vision's Assets.

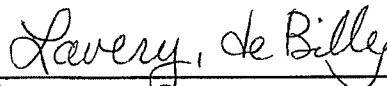
DECLARE that Vision Airlines, Inc. is entitled to repossess Vision's Engine (as defined and described in Schedule A);

ORDER Aveos Fleet Performance, Inc. to release, remit and provide immediate full access to Vision's Engine (as defined and described in Schedule A) to Vision Airlines, Inc. (or any person or persons appointed by Vision Airlines, Inc.) for the purpose of repossessing Vision's Engine (as defined and described in Schedule A).

ORDER the provisional execution of the order to be rendered notwithstanding appeal and without the necessity of furnishing any security;

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

Montreal, August 13, 2012



LAVERY, DE BILLY
LIMITED LIABILITY PARTNERSHIP
Attorneys for Petitioner
VISION AIRLINES, INC.

SCHEDULE A

VISION'S ASSETS

- Engine JT9D-7R4 (ESN 709632) ("Vision's Engine")
- Engine CFM56-3 (ESN 858267)
- All components, parts and equipments that belong to Vision, including the following:

ATA	MPN	DESCRIPTION	QUANTITY
72-31	5001341-022	BLADE FAN ASSY BLADE	12
72-31	804121	BLADESET/PAIR BLADESET	6
72-31	831021-003	BLADESET/PAIR BLADESET	3
72-32	743115	STAGE 1.5 BLADE BLADE	105
72-32	778922	STAGE 2 BLADE BLADE	116
72-32	778923	STAGE 3 BLADE BLADE	100
72-32	778924	STAGE 4 BLADE BLADE	95
72-42	810571	STG 1 HPT NGV'S VANE	24
72-51	800531	STAGE 1 HP TURB BLADE	86
72-51	803192	STG.2 N.G.V. VANE	86
72-52	5005304-01	STAGE 4 BLADE BLADE	51
72-52	787886-001	STAGE 6 N.G.V. VANE	2
72-52	797306	STAGE 6 BLADE BLADE	2
72-52	800505	BLADE BLADE	21
72-52	801353	STAGE 3 N.G.V. VANE	21
72-52	801453	VANE T3 VANE	1
72-52	808875	STAGE 5 N.G.V. VANE	42
72-52	808886	STAGE 6 N.G.V. VANE	37

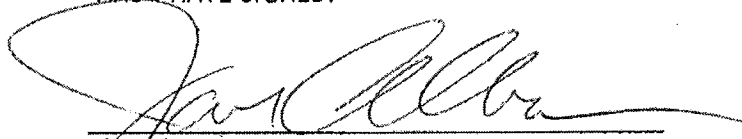
ATA	MPN	DESCRIPTION	QUANTITY
72-51	1476M30G07	HPT STATOR NGV	2
72-51	1957M38G04	HPT STATOR NGV	15
72-53	305-350-059-0	LPT STAGE 1 NGV	17
72-54	301-330-217-0	LPT STAGE 2 BLADE	137
72-54	305-390-311-0	LPT STAGE 2 VANE	11
72-54	305-390-411-0	LPT STAGE 2 VANE	1
72-54	305-390-518-0	LPT STAGE 2 VANE	9
72-54	301-330-325-0	LPT STAGE 3 BLADE	3
72-54	305-390-706-0	LPT STAGE 3 VANE	14
72-54	305-390-805-0	LPT STAGE 3 VANE	1
72-54	301-390-904-0	LPT STAGE 4 VANE	17
72-54	305-391-003-0	LPT STAGE 4 VANE	1
72-54	301-317-721-0	SEAL SEG STG 1 SEAL	20
72-54	301-317-826-0	SEAL SEG STG 2 SEAL	20
72-54	301-317-621-0	SEAL SEG STG 4 SEAL	22
72-55	305-355-717-0	#4 BEARING BEARING	1
72-55	337-108-401-0	#5 OIL DAMPED BEARING	1

AFFIDAVIT

I, the undersigned, JACK ALBANESE, General Counsel for Vision Airlines, Inc., at 3975 Johns Creek Court, Suite 100A, in Suwanee, State of Georgia, USA, 30024, do solemnly affirm:


1. I am an authorized representative of Vision Airlines, Inc. and, as such, I have personal cognizance of all the facts in the present matter;
2. All the facts mentioned in the *Motion for an Order Lifting the Stay of Proceedings to Inspect and Repossess Certain Assets* are true.

AND I HAVE SIGNED:



JACK ALBANESE

Solemnly affirmed before me,
in GA, August 13th, 2012





NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the present *Motion for an Order Lifting the Stay of Proceedings to Inspect and Repossess Certain Assets* will be presented *pro forma* before the Honourable Justice Jean-Yves Lalonde, on August 14, 2012, at 2:15 p.m., in room 15.09 of the Montreal Courthouse, or so soon as counsel may be heard thereafter.

Montreal, August 13, 2012

Lavery, de Billy

LAVERY, DE BILLY

LIMITED LIABILITY PARTNERSHIP

Attorneys for Petitioner

VISION AIRLINES, INC.

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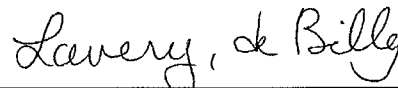
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LIST OF EXHIBITS COMMUNICATED

- EXHIBIT R-1: Copy of *Engine Technical Services Agreement* dated April 2, 2009 entered into between Vision and Aveos;
- EXHIBIT R-2: Copy of a letter sent to Aveos' Canadian counsel dated of July 26, 2012;
- EXHIBIT R-3: Copy of Aveos' answer dated of July 30, 2012.

Montreal, August 13, 2012



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