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MOVABLE SECURITY SEARCH REPORT

The following is our report of the results of the security searches carried out against the following names:

1. 3218091 NOVA SCOTIA COMPANY
(other business name of 3218091 Nova Scotia Company)
3218091 NOUVELLE-ÉCOSSE
2. AERO TECHNICAL SUPPORT & SERVICES HOLDINGS
3. AVEOS HOLDING COMPANY
4. AERO TECHNICAL US, INC.
5. AERO TECHNICAL HONG KONG LIMITED

REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

We have searched the register of personal and movable real rights kept at the Quebec Personal and Movable Real Rights Registry Office for the period from January 1, 1994 (date on which legislation creating this register came into force) to 3:00 p.m. on January 4, 2013, inclusive (time and date of certification of such register), and have found therein no entries with respect to the above-mentioned names, other than those appearing in the attached Search Report.

Our search results were obtained through public office records. These searches were conducted using computer systems. We therefore remain unable to warrant the accuracy of the data generated by the computer systems.



SEARCH REPORT
REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS - QUEBEC
(as at 3:00 p.m. on January 4, 2013)

1. 3218091 NOVA SCOTIA COMPANY
 (other business name of 3218091 Nova Scotia Company)
 3218091 NOUVELLE-ÉCOSSE

 There are no entries with respect to the above-mentioned names.
2. AERO TECHNICAL SUPPORT & SERVICES HOLDINGS

 There are no entries with respect to the above-mentioned name.
3. AVEOS HOLDING COMPANY

 There are no entries with respect to the above-mentioned name.
4. AERO TECHNICAL US, INC.

	REGISTRATION NUMBER	TYPE	GRANTOR	BENEFICIARY	AMOUNT	DESCRIPTION OF PROPERTY <small>(summary form – complete description available, upon request)</small>	REMARKS <small>(including reference to document creating registered rights)</small>
A	12-0427374-0001 Registration date: 2012-05-30 Registration expiry date: 2022-05-30	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	Jonathan Solursh	\$2,500,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on March 20, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.



	REGISTRATION NUMBER	TYPE	GRANTOR	BENEFICIARY	AMOUNT	DESCRIPTION OF PROPERTY (summary form – complete description available, upon request)	REMARKS (including reference to document creating registered rights)
B	12-0427374-0003 Registration date: 2012-05-30 Registration expiry date: 2022-05-30	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	Eugene Irwin Davis John C. Charles Sean Menke Timothy J. Bernlohr Donald E. Thomas Joseph C. Kolshak Todd Dillabough	\$2,000,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on May 4, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.
C	12-0427374-0004 Registration date: 2012-05-30 Registration expiry date: 2022-05-30	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	FTI Consulting Canada Inc. Norton Rose Canada LLP Fraser Milner Casgrain LLP Blake, Cassels & Graydon S.R.L. Weil, Gotshal & Manges LLP	\$5,000,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on May 4, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.



	REGISTRATION NUMBER	TYPE	GRANTOR	BENEFICIARY	AMOUNT	DESCRIPTION OF PROPERTY (summary form – complete description available, upon request)	REMARKS (including reference to document creating registered rights)
D	12-0529007-0001 Registration date: 2012-07-03 Registration expiry date: 2022-06-28	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	Jonathan Solursh	\$2,500,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on March 20, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.
E	12-0529007-0002 Registration date: 2012-07-03 Registration expiry date: 2022-06-28	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	Eugene Irwin Davis John C. Charles Sean Menke Timothy J. Bernlohr Donald E. Thomas Joseph C. Kolshak Todd Dillabough	\$2,000,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on May 4, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.



	REGISTRATION NUMBER	TYPE	GRANTOR	BENEFICIARY	AMOUNT	DESCRIPTION OF PROPERTY (summary form – complete description available, upon request)	REMARKS (including reference to document creating registered rights)
F	12-0529007-0003 Registration date: 2012-07-03 Registration expiry date: 2022-06-28	Hypothec created by judgment	Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. Aero Technical US, Inc.	FTI Consulting Canada Inc. Norton Rose Canada LLP Fraser Milner Casgrain LLP Blake, Cassels & Graydon S.R.L. Weil, Gotshal & Manges LLP	\$5,000,000	All of the Grantors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof.	Judgment rendered by the Superior Court of the judicial district of Montreal on May 4, 2012 under number 500-11-042345-120. Please see Note no. 1 herein-below.

5. AVEOS HOLDING COMPANY

There are no entries with respect to the above-mentioned name.

Note no. 1:

The Amended and Restated Initial Order was rendered by the Superior Court, of the judicial district of Montreal, province of Quebec, on May 4, 2012 under number 500-11-042345-120 (the "Initial Order") and the Order for the appointment of a chief restructuring officer was rendered by the Superior Court, of the judicial district of Montreal, province of Quebec, on March 20, 2012 under number 500-11-042345-120 (the "Order for the appointment of a CRO").

In the Order for the appointment of a CRO, the Court:



[6] DECLARES that all capitalized terms not otherwise defined in the Order for the appointment of a CRO shall have the meaning ascribed to them in the Initial Order;

[7] ORDERS that Jonathan Solursh, be and is hereby appointed as chief restructuring officer over the Petitioners (the "CRO") with authority to carry on, manage, operate, and supervise the management and operations of the business and affairs of the Petitioners, subject to the execution of an engagement letter (the "Engagement Letter") with the CRO on terms satisfactory to the Monitor and the Administration Agent for the Third Party Secured Lenders;

[13] ORDERS that the Administration Charge shall secure the indemnities and obligations, fees and disbursements of the CRO as contained in the Engagement Letter and the Order for the appointment of a CRO. The amount of this charge is not changed by the Order for the appointment of a CRO; and

[15] ORDERS that the CRO of the Petitioners shall be entitled to the benefit of and is hereby granted a charge and security in the Property to the extent of the aggregate amount of \$2,500,000 (the "CRO Charge"), as security for the indemnity provided in paragraph 14 of the Order for the appointment of a CRO, in the Engagement Letter or in the said Order as it relates to obligations and liabilities that the CRO may incur in such capacity. The CRO Charge shall have the priority set out in paragraphs 44 and 45 of the Initial Order *pari passu* with the Directors' Charge.

In the Initial Order, the Court states that:

[1] ON READING the Petition for the Issuance of an Initial Order, the affidavit of Joseph Kolshak filed in support thereof, the Motion for the Issuance of an Amended and Restated Initial Order, the affidavit of Jonathan Solursh filed in support thereof, the Amended Motion for the Issuance of an Amended and Restated Initial Order, the affidavit of Jonathan Solursh in support thereof, and the Motion for an Amendment to the Initial Order and the Affidavit of Joseph Kolshak in support thereof, the whole pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended the "CCAA") and the exhibits, (collectively, the "Petition"), the consent of FTI Consulting Canada Inc. to act as monitor (the "Monitor"), relying upon the submissions of counsel and being advised that the interested parties, including secured creditors who are likely to be affected by the charges created in the Initial Order, other affected parties and Air Canada were given prior notice of the presentation of the Petition.

In the Initial Order, the Court:

[12] ORDERS that during the Stay Period and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding may be commenced, or continued against any former, present or future director or officer of the Petitioners nor against any person deemed to be a director or an officer of the Petitioners under subsection 11.03(3) of the CCAA (each, a "Director", and collectively the "Directors") in respect of any claim against such Director which arose prior to the Effective Time and which relates to any obligation of the Petitioners where it is alleged that any of the Directors is under any law liable in such capacity for the payment of such obligation;



[30] ORDERS that the Directors of the Petitioners shall be entitled to the benefit of and are hereby granted a charge and security in the Property to the extent of the aggregate amount of \$2,000,000 (the "Directors' Charge"), as security for the indemnity provided in paragraph 29 of the Initial Order as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time. The Directors' Charge shall have the priority set out in paragraphs 44 and 45 of the Initial Order;

[43] DECLARES that the Monitor, the Monitor's legal counsel, the Petitioners' legal counsel and the Petitioners' advisers, counsel to the Third Party Secured Lenders and the Third Party Secured Lenders' advisers, as security for the professional fees and disbursements incurred both before and after the making of the Initial Order and directly related to the Petitioners' insolvency, the Plan and the Restructuring be entitled to the benefit of and are hereby granted a charge and security in the Property to the extent of the aggregate amount of \$3,000,000 (the "Administration Charge"), having the priority established by paragraphs 44 and 45 of the Initial Order;

[44] DECLARES that the priorities of the Administration Charge, the Chief Restructuring Officer's Charge (the "CRO Charge") and the Directors' Charge (collectively, the "CCAA Charges"), as between them with respect to any Property to which they apply, shall be as follows:

- a) first, the Administration Charge;
- b) second, the Directors' Charge and the CRO Charge, *pari passu*;

[45] DECLARES that each of the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind including without limitation any deemed trust created under the Pension Benefits Standards Act, 1985 (collectively, the "Encumbrances") affecting those assets situated in Quebec and comprising of the Property charged by such Encumbrances in Quebec, in favour of the following parties:

- a) Aveos Holding Company as regards the hypothecs registered at the Quebec Personal and Movable Real Rights Registry (also known as and hereinafter referred to as the "RDPRM") under numbers

07-0588163-0001 and 09-0091541-0001;

- b) Breof/Belmont Ban L.P., as regards the hypothec registered at the RDPRM under number 09-0054781-0002;
- c) Wells Fargo Bank, National Association as regards the securities assigned to it by Lehman Commercial Paper Inc. by virtue of a Deed of Assignment and Substitution of Fondé de Pouvoir registered at the Land Registry, Registration Division of Montreal, under the number 18 839 585, being:
 - (i) the movable hypothec registered at the RDPRM under number



10-0140297-0001;

(ii) the immovable hypothec registered at the Land Registry, Registration Division of Montreal, under number 16 993 624 against the Immovable more fully described hereinbelow and known as lot

3 899 344 of the Cadastre of Quebec;

d) Credit Suisse AG, Cayman Islands Branch, as regards the securities assigned to it by Lehman Commercial Paper Inc. by virtue of a Deed of Assignment and Substitution of Fondé de Pouvoir registered at the Land Registry, Registration Division of Montreal, under number of 18 839 586, being:

(i) the movable hypothec registered at the RDPRM under number

10-0140353-0001;

(ii) the immovable hypothec registered at the Land Registry, Registration Division of Montreal, under number 16 993 628 against the Immovable more fully described hereinbelow and known as lot 3 899 344 of the Cadastre of Quebec;

e) any party which has an Encumbrance in favour of it that is subordinate to any of the Encumbrances in favour of the Third Party Secured Lenders.

[46] ORDERS that, except as otherwise expressly provided for in the Initial Order, the Petitioners shall not grant any Encumbrances in or against any Property that rank in priority to, or pari passu with, any of the CCAA Charges unless the Petitioners obtain the prior written consent of the Monitor and the Third Party Secured Lenders and the prior approval of the Court; and

[47] DECLARES that each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Petitioners, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

For the purposes hereof, the following terms shall have the following meanings:

"Petitioners" means Aveos Fleet Performance Inc. / Aveos Performance Aéronautique Inc. and Aero Technical US, Inc.; and

"Property" means the property described under the heading entitled "Biens" above.