

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)

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

AJ WALTER AVIATION LIMITED
and
MORGUARD CORPORATION
and
MORGUARD REAL ESTATE INVESTMENT TRUST

Mis en cause

**MOTION FOR AN ORDER AUTHORIZING THE SALE OF CERTAIN ASSETS
OF THE PETITIONERS AND FOR VESTING ORDERS (*COMPONENTS MAINTENANCE CENTRE*)
AND AUTHORIZING AN AGREEMENT FOR LEASE TERMINATION**

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

**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. Further to the filing of a *Petition for the Issuance of an Initial Order* (the "**Initial CCAA Petition**") (Plumitif numbers 1 and 9) as well as an *Amended Motion for the Issuance of an Amended and Restated Initial Order*, (Plumitif number 51) this Honourable Court issued an *Initial Order* on March 19, 2012 (Plumitif numbers 2 and 11), as amended and restated by further orders issued on March 30, 2012 (Plumitif number 17), April 5, 2012 (Plumitif numbers 24 and 31) and May 4, 2012 (Plumitif numbers 55, 59 and 61) (collectively, the "**Initial Order**"), the whole as appears from the Court record herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Initial Order.
2. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed Monitor of the Petitioners (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was granted until April 5, 2012 and subsequently extended until October 25, 2012 by Order of the Court (Plumitif numbers 89 and 90) (the "**Stay Period**"), the whole as appears from the Court record herein.
3. On March 20, 2012, the Petitioners filed a *Motion for the Appointment of a Chief Restructuring Officer* (the "**CRO Motion**") (Plumitif number 12) and this Honourable Court appointed a Chief Restructuring Officer ("**CRO**") (Plumitif numbers 14 and 29) with authority to carry on, manage, operate and supervise the management and operations of the business and affairs of the Petitioners, subject to certain terms and conditions, as appears from the Court record herein.

4. As part of its overall restructuring, the Petitioners filed, on April 18, 2012, a *Motion for Approval of a Divestiture Process* (Plumitif number 33) in view of implementing a divestiture process regarding certain lines of business, divisions and other assets of Aveos Fleet Performance Inc. ("**Aveos**") (the "**Divestiture Process**"), the whole as appears from the Court record herein.
5. An *Order Approving the Divestiture Process* was subsequently issued by this Honourable Court on April 20, 2012 (the "**Divestiture Order**") (Plumitif numbers 35 and 42), as appears from the Court record herein.
6. In conformity with the Divestiture Order, the Divestiture Process has been implemented by the Petitioners under the direction of the CRO and with the assistance of the Monitor. Details relating to the implementation and results of the Divestiture Process were previously provided by the CRO in its Second, Third, Fourth and Fifth Reports to the Court (Plumitif numbers 53, 77, 84 and 93 respectively).
7. To date, this Honourable Court has authorized the following transactions concerning two of the three main divisions or lines of business of Aveos:
 - a) On or around June 22, 2012, the Petitioners filed a *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for Vesting Orders* regarding the divestiture of assets comprising the Airframe Maintenance Division, also referred to as "Heavy Maintenance" (Plumitif number 76) (the "**Airframe Motion**") and various Orders were granted on June 28, 2012 (Plumitif numbers 80 and 81) as appears from the Court record herein.
 - b) On or around July 23, 2012, the Petitioners filed a *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for Vesting Orders (Engines Maintenance Division)* (Plumitif number 97) (the "**EMC Motion**") and an Order was granted on July 26, 2012 (Plumitif number not yet assigned) as appears from the Court record herein.
 - c) On or around July 25, 2012, the Petitioners filed a *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for Vesting Orders (Safety, Gas and Battery Shop)* (Plumitif number 95) and an Order was granted on July 26, 2012 (Plumitif number not yet assigned) as appears from the Court record herein.
8. In the case of the Components Maintenance Division, the Divestiture Process, 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 dated July 27, 2012 (the "**AJW Agreement**") with the *mis en cause* AJ Walter Aviation Limited (including an affiliate, hereinafter "**AJW**" or the "**Purchaser**") for the sale of machinery, equipment, inventory and other assets and rights (as set forth at Schedule 2.1 of the Agreement, the "**Purchased Assets**") comprising the Components Maintenance Center ("**CMC**") a division of Aveos (the "**AJW Transaction**"), the whole as

more fully detailed below. A copy of the AJW Agreement is filed in support hereof as **Exhibit P-1**.

9. The present Motion seeks this Court's Approval and Vesting Orders required to give effect to and complete the AJW Transaction contemplated by Aveos and AJW in the AJW Agreement, as well as authorization to enter into and give effect to the Morguard Agreement, as defined below.

II. THE AJW TRANSACTION

10. The CMC provided services including the repair of removable aircraft components such as hydraulics, pneumatics and avionics. Aveos offered component maintenance services for various aircraft, including Airbus, Boeing and Bombardier aircraft.
11. AJW specializes in the supply, repair, exchange and lease of commercial aircraft spare parts, among other services.
12. As appears from the Sixth Report to the Court of the Chief Restructuring Officer (the "**Sixth CRO Report**"), to be filed at, or prior to, the hearing hereof as **Exhibit P-3**, Aveos, under the direction of the CRO, invested significant time and resources in analyzing the various bids received for the CMC. 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, notably, those represented by the IAMAW, as defined below.
13. Concurrent with its offer to Aveos, AJW informed the CRO that it had entered into satisfactory agreements with the International Association of Machinists & Aerospace Workers ("**IAMAW**"), the union representing the former employees of the CMC.
14. The AJW Agreement contemplates the acquisition of the CMC division as operated from the OPTO facility (as referenced below) and is expected to result in the most seamless and sustainable restart of Aveos' CMC operations based on available alternatives.
15. Indeed, as appears from Schedule 3 of the AJW Agreement, AJW has indicated an intention to extend offers of employment to over 200 employees (as well as management staff) within an 18-month period.
16. AJW has indicated that it intends to service its own needs and continue to support the operational requirements for component maintenance and/or for the supply of components or equipment to certain customers, as well as expand its service offerings to both existing and new customers.
17. As appears from Schedule A to the AJW Agreement, AJW has the intention, and estimates that it is capable, of restarting operations in a relatively short period of time, namely four to five months.

18. Furthermore, AJW has advised that it has secured undertakings, subject to certain conditions, from the *Ministère du Développement économique, de l'Innovation et de l'Exportation (MDEIE)* of Quebec for substantial financial assistance and that the *Fonds de solidarité FTQ* and *Investissement Québec*, with whom AJW has had discussions, have also both expressed interest in partnering with AJW.
19. Save for the condition that the requisite approval and vesting order requested from this Honourable Court be granted, the AJW Transaction is not subject to any conditions precedent or subsequent.
20. In particular, there is no forced or voluntary assignment on any customer or supplier agreement being required by AJW in order to give effect to the AJW Transaction, such that counterparties are unaffected by the orders sought herein.
21. As appears from the AJW Agreement, Exhibit P-1, AJW contemplates concluding the AJW Transaction through a Canadian corporation to be established by AJW, or through another AJW affiliate.
22. In considering such factors as those mentioned above and the overall terms and conditions pertaining to the AJW Agreement, Aveos, the CRO and other key stakeholders consider AJW to be the most desirable purchaser in the circumstances.

III. THE MORGUARD AGREEMENT

23. The Petitioners are informed that, concurrent with the AJW Agreement, AJW concluded a lease agreement with the Mis-en-Cause Morguard Corporation and Morguard Real Estate Investment Trust (collectively the "**Landlord**"), for part of the premises known as the OPTO facility, where the CMC is located, which lease agreement is subject to the closing of the AJW Transaction.
24. The OPTO facility, situated at 7055 Alexander-Fleming Boulevard, and the adjacent office building known as BAN3, situated at 2311 Alfred-Nobel Boulevard (collectively the "**Leased Premises**"), were under a single lease between Aveos and the Landlord (the "**Aveos Lease**").
25. Concurrent with the signing of the AJW Agreement, subject to Court Approval, Aveos entered into an agreement dated July 27, 2012 with the Landlord (the "**Morguard Agreement**") for the surrender of the OPTO facility and the termination of the Aveos Lease pursuant to the surrender of the Leased Premises on the dates specified therein. The Morguard Agreement takes effect on the Closing Date of the AJW Transaction, conditional upon closing of the AJW Transaction, as defined therein. A copy of the Morguard Agreement is filed in support hereof as **Exhibit P-2**.
26. The Morguard Agreement, which remains subject only to approval by this Honourable Court, was instrumental to the conclusion of the AJW Agreement with AJW, which did

not require the use of all of the Leased Premises but did require a portion of the OPTO facility to be able to effect a short term restart of operations without the delays which would be caused by a move to another location.

27. The Morguard Agreement therefore will result in the termination of the Aveos Lease in accordance with its terms.

IV. GROUNDS FOR THE RELIEF SOUGHT IN RESPECT OF THE AJW TRANSACTION

28. The recommendations made by the CRO take into account the commitment of AJW to complete the AJW Transaction, the conditions attached to the other offers received for the CMC assets, the time required to close the AJW Transaction and other relevant considerations, the whole as set forth above and in the Sixth CRO Report.
29. The terms and conditions of the AJW Transaction were considered by Aveos and the CRO as: a) being most favourable to Aveos and the stakeholders 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 Sixth CRO Report.
30. It is submitted that the consideration, terms and conditions of the AJW Transaction are favourable to Aveos, and allow Aveos to obtain the best possible value for the Purchased Assets in the current circumstances, the whole as more fully detailed in the Sixth CRO Report.
31. 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 AJW Transaction and that the Court authorize the AJW Transaction.
32. The only beneficiaries of deemed trusts and secured creditors that are likely to be affected by the proposed AJW 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-4**.
33. 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.

34. It is moreover respectfully submitted that it is urgent that this Honourable Court approve and authorize the AJW Transaction and that the said AJW Transaction be completed without delay considering, *inter alia*, that:
- a) time is of the essence in that the expediency with which the AJW Transaction would take place is a significant consideration;
 - b) the terms and conditions of the AJW 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 AJW Transaction is not completed forthwith;
 - c) if the Petitioners are precluded from effecting the AJW Transaction, this would be prejudicial to the Petitioners and their stakeholders;
 - d) the ongoing costs, including rents being paid or payable by Aveos, may become disproportionate to the value of the Purchased Assets if Aveos is unable to conclude the AJW Transaction in a timely fashion.

V. GROUNDS FOR THE RELIEF SOUGHT IN RESPECT OF THE MORGUARD AGREEMENT

35. The Morguard Agreement has the effect of facilitating an important element of the AJW Transaction and allowing Aveos to deal with the Aveos Lease on acceptable terms. The Morguard Agreement was acknowledged by the Monitor and is subject to approval of the Court.

VI. VESTING ORDER

36. It is a condition of closing in the AJW Agreement that the Court render an order vesting all of the right, title and interest of Aveos in and to the Purchased Assets described therein.
37. The AJW Transaction contemplates the transfer and conveyance of the Purchased Assets, free and clear of all hypothecs, liens, charges and encumbrances pursuant to such vesting order.
38. Accordingly, Aveos respectfully seeks an order from this Honourable Court vesting the Purchased Assets in AJW, free and clear of such charges and encumbrances, and approving the Morguard Agreement, the whole upon closing of the AJW Transaction.
39. 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 AJW Transaction.

WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

- [1] **GRANT** the *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for Vesting Orders (Components Maintenance Centre) and Authorizing an Agreement for Lease Termination* (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 "**AJW Agreement**") between Aveos and AJ Walter Aviation Limited (together with any designated affiliate, the "**Purchaser**");
- [5] **AUTHORIZE** and **RATIFY** the AJW Agreement and the transaction contemplated therein (the "**Transaction**"), and **ORDER** that Exhibit P-1 be sealed and that a redacted copy removing financial information therefrom be filed in the Court record and made available to the Service List;
- [6] **AUTHORIZE** and **RATIFY** the Morguard Agreement, being **Exhibit P-2** to the Motion;
- [7] **AUTHORIZE** the sale, transfer and conveyance of the Purchased Assets pursuant to and identified in the AJW Agreement (the "**Purchased Assets**");
- [8] **AUTHORIZE** Aveos to perform its obligations under the AJW Agreement, the Transaction and the Morguard Agreement;
- [9] **AUTHORIZE** Aveos to:
 - a) take any and all actions necessary to proceed with the AJW Agreement, the Transaction and the Morguard Agreement , including, without limitation, to execute and deliver any documents and assurances governing or giving effect to the AJW Agreement, the Transaction and the Morguard Agreement as Aveos, in its discretion, may deem to be reasonably necessary or advisable to conclude the AJW Agreement, the Transaction and the Morguard Agreement, including the execution of such deeds, contracts, or documents as may be contemplated in the AJW Agreement and the Morguard 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 AJW Agreement, the Transaction and the Morguard Agreement;

[10] **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 Purchased Assets, shall vest absolutely and exclusively in the Purchaser, free and clear of and from any 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 AJW 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, rendered by the undersigned or by any other order of this Honourable Court in these proceedings;

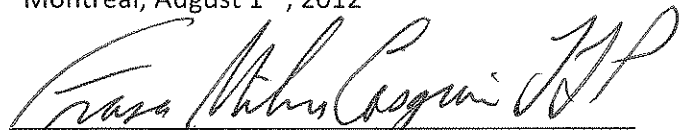
b) all charges, security interests or claims, inasmuch as they relate to property of Aveos, evidenced by registration at or with the Quebec Personal and Movable Real Rights Registry (Québec) ("**RDPRM**"), the Quebec Land Registry, any provincial personal property registry system including without limitation, 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;

[11] **ORDER** and **DECLARE**, for greater certainty, that all hypothecs, encumbrances and Claims affecting or relating to the Purchased Assets, upon delivery of the Monitor's Certificate, be and are expunged and discharged as against the Purchased Assets;

- [12] **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;
- [13] **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 AJW Agreement and Transaction and the Morguard Agreement 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;
- [14] **ORDER** and **DIRECT** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after execution and delivery thereof;
- [15] **DECLARE** that the present Order constitutes the only authorization required by Aveos to proceed with the AJW Agreement, the Transaction and the Morguard Agreement and, for greater certainty, **DECLARE** that the parties involved in the AJW Agreement and Morguard Agreement are exempted from requiring or obtaining any authorization that may be required from any person or authority whatsoever;
- [16] **DECLARE** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in place and stead of the Purchased Assets and that, from and after the delivery of the Monitor's Certificate, all Claims shall attach to the proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold;
- [17] **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 AJW Agreement or the Transaction or of the Order to be rendered herein);

- [18] **ORDER** that the AJW Agreement and Morguard Agreement being Exhibits P-1 and P-2 to the Motion, and any related or ancillary agreements shall not be repudiated, disclaimed or otherwise compromised in these proceedings;
- [19] **ORDER** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act (Canada)* and any substantially similar legislation, the Petitioners and the *Mis en Cause* are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Petitioners' records pertaining to the Petitioners' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provide to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners;
- [20] **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 AJW Agreement, the Transaction and the Morguard Agreement;
- [21] **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;
- [22] **ORDER** that the Order to be rendered herein shall have full force and effect in all provinces and territories in Canada;
- [23] **ORDER** the provisional execution of the Order to be rendered herein, notwithstanding any appeal and without the necessity of furnishing any security;
- [24] **THE WHOLE WITHOUT COSTS.**

Montréal, August 1st, 2012



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 9 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 "**CCA**").

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 CCA.

Pursuant to an Order of the Court dated August 9, 2012 (the "**Authorization of Sale and Vesting Order**") the Court, *inter alia*, authorized and approved the transaction and conveyance of certain assets (the "**Purchased Assets**") by and between the Petitioners on the one hand, and AJ Walter Aviation Limited, on the other hand (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 Purchased Assets, 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 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 AJW Transaction has occurred; and
2. The AJW Transaction has been completed to the satisfaction of the Monitor.

MADE AT MONTRÉAL, THIS 9 DAY OF 8, 2012.

FTI CONSULTING CANADA INC.

in its capacity as Monitor of the Petitioners

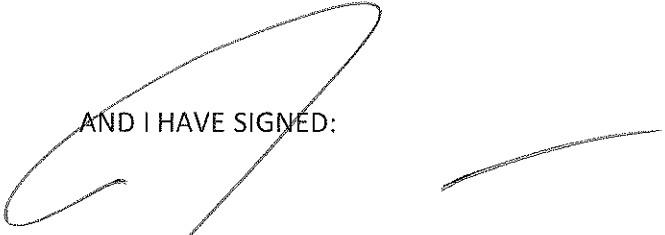
Ms. TONI VANDERLAAN, MR. GREG WATSON, OR
ANOTHER DULY AUTHORIZED REPRESENTATIVE

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 Sale of Certain Assets of the Petitioners and for Vesting Orders (Components Maintenance Centre) and Authorizing an Agreement for Lease Termination*, which are true.

AND I HAVE SIGNED:



JONATHAN SOLURSH

SOLEMNLY DECLARED before me at Montreal,
This first day of August 2012



**COMMISSIONER OF OATHS FOR THE
PROVINCE OF QUÉBEC**



NOTICE OF PRESENTATION

TO: SERVICE LIST

AJ WALTER AVIATION LIMITED

Viscount House

Partridge Green

West Sussex England

RH13 8RA

C/o: Robinson Sheppard Shapiro LLP

800 Place Victoria, 46th Floor

Montréal, QC H4Z 1H6

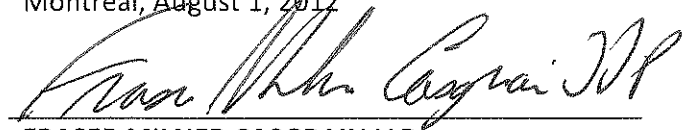
Attention: Me. Sharon G. Druker

sgdruker@rsslex.com

TAKE NOTICE that the *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* 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 a room to be determined, on August 14, 2012, at 14h15** or so soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, August 1, 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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Insolvent Debtors/Petitioners

and

FTI CONSULTING CANADA INC.

Monitor

Et al.

PETITIONERS' LIST OF EXHIBITS

Exhibit P-1:	Purchase Agreement between Aveos Fleet Performance Inc. and AJ Walter Aviation Limited dated July 27, 2012.
Exhibit P-2	Fourth Lease Amendment Agreement dated July 27, 2012, concluded between Aveos Fleet Performance Inc., on one hand, and Morguard Corporation and Morguard Real Estate Investment Trust on the other.
Exhibit P-3	Sixth Report to the Court of the Chief Restructuring Officer to be filed in Court
Exhibit P-4	<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.

Montreal, August 1st, 2012

FRASER MILNER CASGRAIN LLP
Attorneys for Petitioners

No. 500-11-042345-120

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


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**

**MOTION FOR AN ORDER AUTHORIZING THE SALE OF CERTAIN ASSETS
OF THE PETITIONERS AND FOR VESTING ORDERS (COMPONENTS
MAINTENANCE CENTRE) AND AUTHORIZING AN AGREEMENT FOR LEASE
TERMINATION, AFFIDAVIT, NOTICE OF PRESENTATION AND LIST OF
EXHIBITS**

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

ORIGINAL



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