

C A N A D A

S U P E R I O R C O U R T

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

MOTION FOR APPROVAL OF AN EMPLOYEE CLAIMS PROCESS
(Sections 9, 11 and 11.03 of the *Companies' Creditors Arrangement Act* ("CCAA"))

TO THE HONOURABLE JUSTICE MARK SCHRAGER, J.S.C., 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**") as well as a *Motion for the Issuance of an Amended and Restated Initial Order*, this Honourable Court issued an *Initial Order* on March 19, 2012, as amended and restated by further orders (collectively the "**Initial Order**"), the whole as appears from the Court record. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Initial CCAA Petition or 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 by further orders until June 28, 2013 (the "**Stay Period**").
3. On March 20, 2012, a Chief Restructuring Officer ("**CRO**") was appointed over the Petitioners, with authority to carry on, manage, operate and supervise the management and operations of the business and affairs of the Petitioners, further to the Petitioners' *Motion for the Appointment of a Chief Restructuring Officer*, the whole as appears from the Court record.

4. The Petitioners are now in a position to proceed with a limited and specific claims process in relation to Employee Claims (as hereinafter defined), subject to the approval of, and according to the terms and conditions ordered by, this Honourable Court.
5. At the appropriate time, the Petitioners intend to seek an extension of the Stay Period, before it expires, so as to enable, among other things, the completion of the Employee Claims Process (as hereinafter defined) proposed in this motion ("**Motion**"), if approved.

II. THE EMPLOYEE CLAIMS PROCESS

6. By way of this Motion, Petitioners seek this Court's approval for an Employee Claims Process by which Employees may prove their Employee Claims against the Petitioners (each such term as hereinafter defined) for the purposes as outlined in paragraph 8 below.
7. The Petitioners, in consultation with the Monitor, have set out a general plan and prepared procedures for the Employee Claims Process, which will enable Petitioners to ascertain the nature, extent and scope of potential Employee Claims asserted against them, the whole as appears from this Motion and the document setting out specific provisions of the Employee Claims Process contemplated by Petitioners, filed herewith as **Exhibit R-1**.
8. The Petitioners need to determine the amount of the Employee Claims at this time, while the records, resources and personnel required to conduct such process are readily available. Such determination will be required in any event in the context of the possible future application of the *Wage Earner Protection Program Act* (S.C. 2005, c. 47, s. 1) ("**WEPPA**").
9. If the Employee Claims Process is delayed, there is a risk that, at a certain point in time, the necessary information and resources required may no longer be available to carry out such a process in a timely and efficient manner for the ultimate benefit of the Employees and other stakeholders. Accordingly, it would be advantageous to all stakeholders if the Employee Claims Process was authorized and carried out at this time in the context of these CCAA proceedings.

III. PRIOR DISCUSSIONS WITH STAKEHOLDERS

10. By way of a *Motion for Orders and Directions Pertaining to Wage Earners Benefits* dated January 11, 2013 ("**WEPPA Motion**"), the Petitioners sought the appointment of a receiver for the sole purpose of enabling the former employees of the Petitioners to have immediate access to the WEPPA benefits they are or would be eligible to receive in the event of a bankruptcy or receivership of the Petitioners.
11. The WEPPA Motion had been issued by Petitioners in light of prior discussions after the issuance of the Initial Order on the issue of WEPPA entitlements among the CRO, the Monitor and other key stakeholders, namely representatives of the International Association of Machinists and Aerospace Workers ("**IAMAW**") and Justice Canada.
12. However, due to additional facts and information that became available, as well as policy considerations and issues of law raised by these stakeholders, it became apparent that the WEPPA Motion would have been opposed when it was presented on February 1, 2013. In particular, the IAMAW advised the Petitioners that, while it supported the underlying purpose and intent of the WEPPA Motion, in view of certain legislative requirements that could not be waived by Human Resources and Skills Development Canada, IAMAW was compelled to request that the process be delayed until after certain payments to be made to its members under the Air

Canada Heavy Maintenance Separation Program had been made. Those payments are expected to be made by the end of June 2013.

13. Accordingly, the WEPPA Motion was adjourned *sine die* to enable the parties to find a practical business solution towards facilitating and achieving the ultimate purpose of the WEPPA Motion.
14. The CRO and the Monitor have since met with the key stakeholders mentioned above and had further communications with them which have resulted in the filing of this Motion as a prelude to the possible future application of WEPPA and in an attempt to achieve many of the procedural objectives of the WEPPA Motion, while minimizing any potential prejudice to the Employees and any stakeholders.
15. The Petitioners believe that the CCAA proceedings will facilitate the implementation of an efficient Employee Claims Process and resolve any contentious issues on the Employee Claims so that a WEPPA process can subsequently be carried out by a bankruptcy trustee or receiver of the Petitioners to be appointed at the appropriate time in an efficient and cost-effective manner without duplication of effort or additional costs and delays. The key stakeholders mentioned above support the implementation of the Employee Claims Process at this time.
16. Because of the limited purpose of this Motion, the Employee Claims Process will only address Employee Claims and will exclude other creditors of the Petitioners, including independent contractors, who have no claims under WEPPA.

IV. CONCLUSIONS SOUGHT

17. It is respectfully submitted that it is in the interests of justice and in the best interests of the Petitioners, their creditors, the Employees and other affected parties that the Motion be granted and that the Employee Claims Process be approved, in order to establish a procedure that will enable the identification, resolution and barring of Employee Claims against the Petitioners as expeditiously as possible. The Petitioners believe that the proposed Employee Claims Process will facilitate and expedite the processing of WEPPA claims for the Employees at a later date. The process will be carried out at a time when the necessary resources are in place to ensure that it can be completed in an efficient and cost effective manner.
18. The Motion is supported by the key stakeholders as well as the Monitor. Petitioners are informed that the Monitor will submit at the hearing its report and favourable recommendation with respect to the approval of the Employee Claims Process.
19. The Petitioners therefore respectfully submit that the Motion should be granted in accordance with its conclusions.

WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

- [1] **GRANT** the *Motion for Approval of an Employee Claims Process* (the "**Motion**");
- [2] **DECLARE** that the time for service of the Motion is abridged to the time actually given and service of the Motion and supporting material is good, valid and sufficient, and further service thereof is hereby dispensed with;
- [3] **APPROVE** the Employee Claims Process as set forth in this Order and Exhibit R-1;

- [4] **AUTHORIZE** the Petitioners, under the supervision of the CRO and in consultation with the Monitor to carry out the Employee Claims Process;
- [5] **ORDER** the provisional execution of this Order notwithstanding appeal;
- [6] **ORDER** that, for the purposes of this Order and the Employee Claims Process, Exhibit R-1, the following terms shall have the following meanings:
- a) **"Business Day"** means a day, other than a Saturday, a Sunday or a non-judicial day (as defined at article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
 - b) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - c) **"CCAA Proceedings"** means the proceedings commenced by the Petitioners in the Court under Court File No. 500-11-042345-120;
 - d) **"Claim"** means a claim as defined in the CCAA;
 - e) **"Court"** means the Superior Court of Quebec (Commercial Division), Judicial District of Montreal;
 - f) **"Employee"** means any current or former employee of the Petitioners;
 - g) **"Employee Appeal Motion"** means, with respect to any Employee Claim, the motion which shall be served upon the Monitor and the Petitioners and filed in Court by the Employee Claimant disputing such revision or disallowance of the Employee Claimant's Employee Claim and setting out the reasons for the appeal;
 - h) **"Employee Claim"** means any Claim by an Employee Claimant, but only to the extent that such Claim relates to wages or other amounts payable to the Employee Claimant by reason of his or her employment with Petitioners or as a result of the termination thereof;
 - i) **"Employee Claim Amount"** means the amount of the Employee Claim, as calculated by Petitioners and approved by the Monitor;
 - j) **"Employee Claimant"** means any Employee asserting an Employee Claim and shall include, as the context requires and subject to paragraph [13] of this Order, the IAMAW as representative of any such Employee Claimant to the extent that the IAMAW files an Employee Claim on behalf of such Employee Claimant;
 - k) **"Employee Claims Bar Date"** means 5:00 p.m. (Montreal time) on August 12, 2013;
 - l) **"Employee Claims Letter"** means the materials provided by the Monitor to Employee Claimants, which materials shall include the Employee Claim Amount and the Employee Eligible Wage Amount, a blank Employee Proof of Claim (substantially in the form set out at **Schedule 1** of Exhibit R-1) and such other materials as the Petitioners, in consultation with the Monitor, may consider appropriate or desirable;

- m) **"Employee Claims Process"** means the procedures outlined in this Order, including the Schedules referred to in Exhibit R-1;
- n) **"Employee Claims Process Order" or "Order"** means this Order;
- o) **"Employee Eligible Wage Amount"** means the portion of an Employee Claim Amount which consists of "eligible wages" of the Employee Claimant for the purposes of WEPPA according to the books and records of Petitioners and, once an Employee Claim is accepted, deemed to be accepted or determined by the Court in accordance with this Order, shall be the amount used for the purposes of calculating any payments to be made pursuant to WEPPA;
- p) **"Employee Proof of Claim"** means the proof of claim setting forth the Employee Claimant's Employee Claim in accordance with paragraphs d)[14] or [15] hereof, substantially in the form set out at **Schedule 3** of Exhibit R-1;
- q) **"Excluded Employee Claim"** means any Claim by an Employee that is not an Employee Claim;
- r) **"Filing Date"** means March 19, 2012;
- s) **"IAMAW"** means the International Association of Machinists and Aerospace Workers;
- t) **"Initial Order"** means the order of the Honourable Justice Schragger made in these CCAA Proceedings on March 19, 2012, as amended and restated;
- u) **"Known Employee Claimant"** means an Employee whose Employee Claim is recorded in the Petitioners' books and records;
- v) **"Monitor"** means FTI Consulting Canada Inc. in its capacity as court-appointed monitor of the Petitioners;
- w) **"Monitor's Website"** means <http://cfcanada.fticonsulting.com/aveos/>
- x) **"Notice of Employee Claims Bar Date"** means the notice for publication, substantially in the form set out at **Schedule 2** of Exhibit R-1;
- y) **"Notice of Revision or Disallowance (Employee Claim)"** means the notice referred to in paragraph [20] hereof, informing an Employee Claimant that the Petitioners, in consultation with the Monitor, have revised or disallowed all or part of such Employee Claimant's Employee Claim set out in its Employee Proof of Claim and setting out the reasons for revision or disallowance;
- z) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government body or any agency, officer or instrumentality thereof or any other entity;
- aa) **"Petitioners"** means Aveos Fleet Performance Inc. and Aero Technical US, Inc.

- bb) **"Proven Employee Claim"** means the amount of the Employee Claim of an Employee Claimant determined in accordance with the provisions of the CCAA and this Order, and either i) deemed to have been completed and filed in accordance with paragraph [14] hereof or ii) proven by delivering a signed Employee Proof of Claim to the Monitor before the Employee Claims Bar Date, but only after and to the extent that such Employee Proof of Claim has been accepted by the Monitor in consultation with the Petitioners;
- cc) **"Public Notice"** means the notice of the Employee Claims Process to be published, posted or sent in accordance with paragraphs [7] and [8] hereof, substantially in the form of the notice at **Schedule 2** of Exhibit R-1;
- dd) **"Unasserted Employee Claim"** has the meaning ascribed thereto in paragraph [16] hereof;
- ee) **"WEPPA"** means the *Wage Earner Protection Program Act* (S.C. 2005, c. 47, s.1) and regulations thereunder.

Publication of Notice

- [7] **ORDER** that the Monitor shall take all reasonable steps to cause the Public Notice to be published in each of the Globe and Mail (National Edition) and La Presse or Le Devoir within seven (7) Business Days after the date of this Order, or as soon as practicable thereafter.
- [8] **ORDER** that the Monitor shall cause the Public Notice to be posted on the Monitor's website from the date of this Order until at least ten (10) Business Days after the Employee Claims Bar Date.

Employee Claims Letter

- [9] **ORDER** that the Monitor shall send a copy of the Employee Claims Letter by prepaid ordinary mail (except as otherwise provided below) to each of the Known Employee Claimants (where applicable, addressed to the last known address of such Known Employee Claimant) as shown in the books and records of the Petitioners) who is:
 - a) Listed in the records of any Petitioner as being an Employee of such Petitioner as at March 19, 2012 or at any time during the period from March 19, 2012 to the date of mailing of the Employee Claims Letter; or
 - b) Identified to the Monitor by the Petitioners as having existing or threatened litigation in respect of an Employee Claim against a Petitioner;
- and to
- c) Each Person who has notified the Monitor in writing before the Employee Claims Bar Date of a potential Employee Claim; and
 - d) Any other Person who makes a request to the Monitor for an Employee Claims Letter before the Employee Claims Bar Date.

- [10] **ORDER** that the Monitor shall be entitled to rely on schedules, records and other information provided to it by the Petitioners as to the Employees entitled to receive the Employee Claims Letter and the calculation of the amounts set out therein and the Monitor shall have no liability with respect to its failure to send an Employee Claims Letter to any Person.
- [11] **ORDER** that the Monitor shall post a copy of the form of Employee Claims Letter and a copy of this Order on its website from the date of this Order until at least ten (10) Business Days after the Employee Claims Bar Date.
- [12] **ORDER** that the Monitor shall send a copy of this Order and the Employee Claims Letter to the Service List.
- [13] **ORDER** that the IAMAW has the right to file, for and on behalf of any or all of its members and former members who are or were Employees, one or more collective or individual Employee Proofs of Claim, subject to the right of any such Employee to file his or her individual Employee Proof of Claim and provided that, if both the Employee and the IAMAW file an Employee Proof of Claim on behalf of a particular Employee, the Employee Proof of Claim filed by the individual Employee shall be recognized to the exclusion of the Employee Proof of Claim filed by the IAMAW, provided that the Monitor shall deliver a copy of each such Employee Proof of Claim to the IAMAW.

Employee Claims Bar Date

- [14] **ORDER** that any Employee Claimant wishing to assert an Employee Claim for the Employee Claim Amount as set out in the Employee Claims Letter shall be deemed to have filed a completed and signed Employee Proof of Claim with the Monitor for such Employee Claim Amount and the Employee Proof of Claim for each such Employee Claimant shall be deemed to have been received by the Monitor on or before the Employee Claims Bar Date.
- [15] **ORDER** that any Employee Claimant wishing to assert an Employee Claim for any amount other than the Employee Claim Amount shall deliver a completed and signed Employee Proof of Claim specifying such Employee Claim to the Monitor so that the Employee Proof of Claim is received by the Monitor on or before the Employee Claims Bar Date.
- [16] **ORDER** that any Employee Claimant who does not deliver an Employee Proof of Claim completed and signed in accordance with the Employee Claims Letter specifying an Employee Claim to the Monitor on or before the Employee Claims Bar Date shall be and is hereby forever barred from making or enforcing against the Petitioners an Employee Claim for any amount other than for the Employee Claim Amount (each, an “**Unasserted Employee Claim**”), which Unasserted Employee Claim shall be forever extinguished, barred, discharged and released and all such Employee Claimants shall be deemed to have fully and finally released and discharged all Unasserted Employee Claims against each of the Petitioners.

Determination of Employee Claims

- [17] **ORDER** that the Monitor or Petitioners shall be entitled to bring a motion for directions with respect to the determination of any Employee Claims that have been filed in accordance with the Employee Claims Process.
- [18] **ORDER** that any Employee Claim denominated in any currency other than Canadian dollars shall, for the purposes of the Employee Claims Process, be converted to and constitute obligations in Canadian dollars, such calculation to be done by the Monitor using the Bank of Canada noon spot rate on the Filing Date.
- [19] **ORDER** that the Monitor shall maintain a summary of all Employee Proofs of Claim received by it, and such summary shall include the name of the Employee Claimant, the amount of the Employee Claim and the nature and particulars of the Employee Claim. The Monitor shall provide copies of such summary and of the Employee Proofs of Claim it has received to the Petitioners and their counsel. The Monitor shall provide copies of such summary to any stakeholder with an interest in Employee Claims who requests such information and their respective counsel.

Adjudication of Employee Claims

- [20] **ORDER** that the following procedure shall apply where an Employee Claimant files an Employee Proof of Claim on or before the Employee Claims Bar Date:
- (a) The Petitioners and the Monitor shall review each Employee Proof of Claim that is received by the Employee Claims Bar Date and the Monitor, with the assistance of the Petitioners, may accept, revise or disallow the classification and/or amount of such Employee Claim and may determine that portion, if any, of such Employee Claim that is an Employee Eligible Wage Amount. At any time, the Petitioners or the Monitor may request additional information from the Employee Claimant with respect to any Employee Claim;
 - (b) The Monitor, with the assistance of the Petitioners, may attempt to consensually resolve the classification and amount of any Employee Claim with the Employee Claimant prior to accepting, revising or disallowing such Employee Claim;
 - (c) If the Monitor, with the assistance of the Petitioners, determines to revise or disallow an Employee Claim, the Monitor shall notify the Employee Claimant of the revision or disallowance by delivering a Notice of Revision or Disallowance (Employee Claim) as provided in this Order. Where an Employee Proof of Claim is accepted, no notice of this decision need be given by the Monitor; provided, however, that the Monitor shall publish a list of Employee Claimants whose Employee Claims have been accepted as of the relevant date, on the Monitor's Website;
 - (d) if an Employee Claimant disputes the classification or amount of an Employee Claim as set forth in a Notice of Revision or Disallowance (Employee Claim), then such Employee Claimant shall contest such Notice of Revision or Disallowance (Employee Claim) by serving to the Monitor, the Monitor's counsel and Petitioners' counsel and filing in Court an Employee Appeal Motion as provided in this Order, so that it is received and filed by no later than 5:00 p.m. (Montreal time) on the day which is twenty-one (21) days after the date of the delivery or deemed delivery of the

Notice of Revision or Disallowance (Employee Claim) delivered by the Monitor or such later date as the Petitioners, in consultation with the Monitor, and the Employee Claimant may agree in writing or the Court may order;

- (e) any Employee Claimant who fails to appeal a Notice of Revision or Disallowance (Employee Claim) by the deadline and in the manner set forth in subparagraph d) above shall be deemed to accept the classification and amount of the Employee Claim as set out in the Notice of Revision or Disallowance (Employee Claim) and the Employee Claim, as set out in the Notice of Revision or Disallowance (Employee Claim), shall constitute a Proven Employee Claim;
- (f) If an Employee Claimant disputes the classification and/or amount of an Employee Claim as set forth in a Notice of Revision or Disallowance (Employee Claim) of an Employee Claim, the Monitor, in consultation with the Petitioners, may attempt to consensually resolve the classification and the amount of the Employee Claim with the Employee Claimant.

Set-Off

- [21] **ORDER** that the Petitioners may set off (whether by way of legal, equitable or contractual set-off) against, and deduct from, an Employee Claim, any claims related to the employment of the Employee Claimant that any of the Petitioners may have against such Employee Claimant but only to the extent that such deduction is permitted pursuant to section 254.1 of the Canada Labour Code; provided, however, that neither the failure to do so nor the allowance of any Employee Claim hereunder shall constitute a waiver or release by the Petitioners of any such claim that the Petitioners may have against such Employee Claimant.

Notice of Transferees

- [22] **ORDER** that, if the holder of an Employee Claim transfers or assigns the whole of such Employee Claim to another Person, neither the Monitor nor the Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of such Employee Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Petitioners and the Monitor in writing and, thereafter, such transferee or assignee shall for the purposes hereof constitute the "Employee Claimant" in respect of such Employee Claim. Any such transferee or assignee of an Employee Claim shall be bound by any notices given or steps taken in respect of such Employee Claim in accordance with this Employee Claims Process Order prior to receipt and acknowledgment by the Petitioner and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of an Employee Claim takes the Employee Claim subject to any right of set-off to which the Petitioners may be entitled with respect to such Employee Claim. For greater certainty, a transferee or assignee of an Employee Claim is not entitled to set off, apply, merge, consolidate or combine any Employee Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Petitioners. Reference to a transfer in this Employee Claims Process Order includes any transfer or assignment, whether absolute or intended as security. Nothing in this Order shall affect the application of section 37 of the WEPPA.

Notices and Communications

- [23] **ORDER** that any notice or other communication to be given under this Order by an Employee Claimant to the Monitor or the Petitioners shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by email or facsimile, addressed to:

To the Petitioners:

AVEOS FLEET PERFORMANCE INC.

Attention: Office of the Chief Restructuring Officer

E-mail: aveos@relgrp.com

Fax Number: 514.856.7420

With a Copy To Petitioners' Counsel:

DENTONS CANADA LLP

Attention: Mr. Roger P. Simard

E-mail: roger.simard@dentons.com

Fax Number: 514.866.2241

To the Monitor:

FTI CONSULTING CANADA INC.

Attention: Office of the Monitor

E-mail: aveos@fticonsulting.com

Fax Number: 416.649.8101

With a Copy To Monitor's Counsel:

NORTON ROSE FULBRIGHT LLP

Attention: Mr. Sylvain Rigaud

E-mail: sylvain.rigaud@nortonrosefulbright.com

Fax Number: 514.286.5474

- [24] **ORDER** that any party hereto may change its address for service from time to time by notice in the manner herein provided.
- [25] **ORDER** that any document sent by the Monitor pursuant to this Order may be sent by email, ordinary mail, registered mail, courier or facsimile transmission. A Person shall be deemed to have received any document pursuant to this Order three (3) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, email or facsimile transmission.

General Provisions

- [26] **ORDER** that nothing in this Order shall prejudice or otherwise affect the rights and remedies of any Person under any existing insurance policy.
- [27] **ORDER** that nothing in this Order shall affect any Excluded Employee Claim.

- [28] **ORDER** that the provisions of this Order concerning Employee Claims including, without limitation, the provisions concerning the Employee Claims Bar Date and its effect, and any determinations made by the Monitor, the Petitioners and the Court pursuant to this Order, shall survive the bankruptcy or receivership of any of the Petitioners, and shall be binding on any trustee in bankruptcy or receiver appointed in respect of any of the Petitioners.
- [29] **ORDER** that a Proven Employee Claim shall be deemed to have been filed with any trustee in bankruptcy or receiver appointed in respect of any of the Petitioners upon delivery of the Proven Employee Claims and any related records by the Monitor to such trustee in bankruptcy or receiver for the purposes of the application of the WEPPA and that portion of each Proven Employee Claim that is determined pursuant to the Employee Claims Process to be an Employee Eligible Wage Amount shall be deemed to be the amount of "eligible wages" used by any trustee in bankruptcy or receiver for purposes of sub-section 21(1) of the WEPPA.
- [30] **ORDER** that the Monitor and the Petitioners may apply to this Court for advice and direction in connection with the discharge or variation of their respective powers and duties under or otherwise in relation to this Order.
- [31] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Petitioners, the Monitor and their respective agents in carrying out the terms of this Order.
- [32] **THE WHOLE WITHOUT COSTS** save and except in the event of contestation, in which case, with costs against the contesting party.

Montréal, June 5, 2013

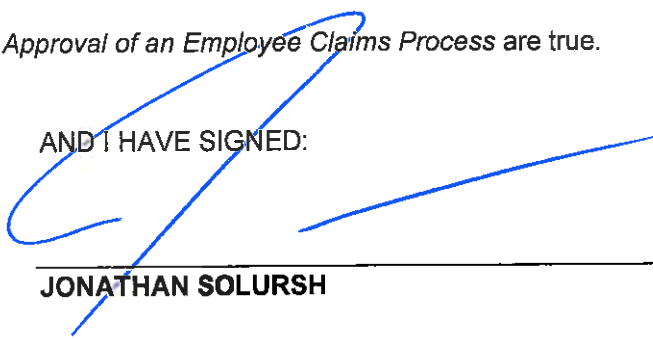

DENTONS CANADA LLP
Attorneys for Petitioners

AFFIDAVIT

I, the undersigned, **JONATHAN SOLURSH**, Chief Restructuring Officer of the Petitioners in the present matter, domiciled for the purposes hereof at 7171 Côte-Vertu Boulevard, 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. All of the facts alleged in the *Motion for Approval of an Employee Claims Process* are true.

AND I HAVE SIGNED:



JONATHAN SOLURSH

SOLEMNLY DECLARED before me
at Montreal, this 5th day of June 2013



COMMISSIONER OF OATHS FOR THE
PROVINCE OF QUÉBEC



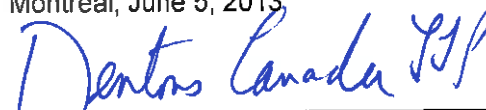
NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the *Motion for Approval of an Employee Claims Process* will be presented before the Honourable Mark Schragger of the Superior Court, sitting in and for the Commercial Division, in **Room 16.12 of the Montreal Courthouse**, situated at 1 Notre-Dame Street East, Montreal, on **June 26, 2013 at 9h15 a.m.**, or so soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, June 5, 2013



DENTONS CANADA LLP
Attorneys for Petitioners

C A N A D A

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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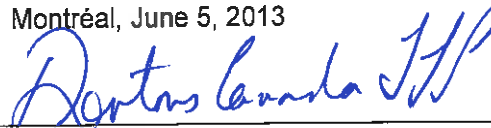
FTI CONSULTING CANADA INC.

Monitor

LIST OF EXHIBITS

Exhibit R-1: Document setting out the Employee Claim Process contemplated by Petitioners.

Montréal, June 5, 2013



DENTONS CANADA 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 ARRANGEMENT OF :

AVEOS FLEET PERFORMANCE INC. / AVEOS
PERFORMANCE AÉRONAUTIQUE INC.

And

AERO TECHNICAL US, INC.

Insolvent Debtors/Petitioners

And

FTI CONSULTING CANADA INC.

Monitor

Me Roger P. Simard / Our file: 548732-001

LIST OF EXHIBITS

DENTONS

Dentons Canada LLP
1 Place Ville Marie, Suite 3900
Montréal QC H3B 4M7
Tel. : 514 878 8800
Fax : 514 866 2241

dentons.com
BB0822

No. 500-11-042345-120

EXHIBIT R-1:

**DOCUMENT SETTING OUT THE EMPLOYEE CLAIM PROCESS
CONTEMPLATED BY PETITIONERS**

Annexe 1

LETTRÉ CONCERNANT LES RÉCLAMATIONS D'EMPLOYÉS

À L'ÉGARD DES RÉCLAMATIONS D'EMPLOYÉS À L'ENCONTRE
D'AVEOS FLEET PERFORMANCE INC. ET AERO TECHNICAL US, INC.

(collectivement « Aveos »)

DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES
COMPAGNIES (L.R.C. 1985, ch. C-36, telle que modifiée)

LETTRÉ CONCERNANT LES RÉCLAMATIONS D'EMPLOYÉS

Nous vous écrivons aujourd'hui en notre qualité de Contrôleur nommé par le tribunal, dans l'affaire mentionnée en titre.

Vous trouverez ci-joint un formulaire de preuve de réclamation d'employé (« **Preuve de réclamation d'employé** ») ainsi que les instructions requis pour vous aider à le compléter, le cas échéant. Vous constaterez qu'un montant y a déjà été inscrit relativement à votre Réclamation d'employé et ce, en fonction des livres et registres d'Aveos. Ce montant représente (i) le montant de votre salaire admissible au sens de la *Loi sur le Programme de protection des salariés* (L.C. 2005, ch. 47, art. 1, ci-après le « **PPS** »), et (ii) toute autre somme qui vous est due par Aveos relativement à votre emploi et comprise dans votre Réclamation d'employé.

Si vous êtes en accord avec le montant de votre Réclamation d'employé tel qu'établi par Aveos, **vous n'avez pas à poser quelque geste que ce soit** à ce moment. Votre Réclamation d'employé sera traitée sur cette base et sera réputée reçue et acceptée par le Contrôleur.

Cependant, si vous n'êtes pas en accord avec le montant de votre Réclamation d'employé tel qu'établi par Aveos et que vous désirez déposer une Réclamation d'employé pour un montant différent de celui indiqué à la Preuve de réclamation d'employé ci-joint, vous devez compléter et transmettre une Preuve de réclamation d'employé indiquant le montant de votre Réclamation d'employé et les détails de celle-ci au plus tard à 17 h (heure de Montréal) le 12 août 2013 (la « **Date limite de dépôt des réclamations d'employés** »). Si vous ne transmettez pas votre Preuve de réclamation d'employé avant la Date limite de dépôt des réclamations d'employés :

- (a) votre Réclamation d'employé sera traitée selon le montant déterminé par Aveos et indiqué à la Preuve de réclamation ci-jointe; et
- (b) vous ne pourrez plus amender votre Réclamation d'employé ou déposer une Réclamation d'employé à l'encontre d'Aveos pour un montant autre que celui qui est déjà établi et inscrit au formulaire de Preuve de réclamation d'employé ci-joint.

Cette lettre contient aussi des directives sur la façon de remplir le formulaire de Preuve de réclamation d'employé, le cas échéant.

Procédure des réclamations d'employés

Par ordonnance rendue par l'honorable Mark Schrager, j.c.s. le 26 juin 2013 (« **Ordonnance relative à la procédure des réclamations d'employés** »), dont une copie est publiée sur le site Web du Contrôleur et disponible aussi sur demande en contactant le Contrôleur aux coordonnées ci-dessous, Aveos a été autorisée à mener une procédure de réclamation visant à identifier, résoudre et prescrire les Réclamations d'employés à l'encontre d'Aveos (« **Procédure des réclamations d'employés** »).

La Procédure des réclamations d'employés est destinée à toute Personne ayant une Réclamation d'employé, à l'exception d'une Réclamation exclue. Veuillez consulter l'Ordonnance relative à la procédure des réclamations d'employés afin d'obtenir la définition complète de tous ces termes.

Pour toute question se rapportant à la Procédure des réclamations d'employés, veuillez communiquer avec FTI Consulting Canada Inc., le Contrôleur nommé par la Cour, à l'adresse indiquée ci-dessous.

Tous les avis et les demandes de renseignements se rapportant à la Procédure des réclamations d'employés doivent être adressés à:

FTI Consulting Canada Inc.
*Contrôleur nommé par la Cour dans l'Affaire
du plan d'arrangement et de compromis
proposé par Aveos Performance
Aéronautique Inc. et al.*

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8
Canada

Vous pouvez aussi communiquer avec le Contrôleur par téléphone au 416.649.8125 ou 1.855.244.0020 ou par télécopieur au 416.649.8101.

Tout Employé qui est membre de l'Association internationale des Machinistes et travailleurs de l'aérospatiale (IAMAW) est invité à visiter le site web du District 140 de l'IAMAW au www.iam140.ca « Aveos Updates » pour plus d'information et d'assistance sur la procédure de réclamation des employés.

Employés présentant une Preuve de réclamation d'employé

Si vous estimez avoir une Réclamation d'employé contre Aveos pour un montant différent de celui qui a déjà été établi et inscrit au formulaire de Preuve de réclamation d'employé ci-joint, vous devrez déposer une Preuve de réclamation d'employé dûment remplie auprès du Contrôleur au plus tard à 17 h (heure de Montréal) le 12 août 2013. Aucune Preuve de réclamation d'employé ne sera acceptée après la Date limite de dépôt des réclamations d'employés, à moins d'une ordonnance de la Cour le permettant.

Il est possible d'obtenir d'autres formulaires de Preuve de réclamation d'employé et une copie de l'Ordonnance relative à la procédure des réclamations d'employés sur le site Web du Contrôleur à l'adresse <http://cfcanada.fticonsulting.com/aveos/> ou en communiquant avec le Contrôleur par téléphone au 416.649.8125 ou 1.855.244.0020, par télécopieur au 416.649.8101, ou par courriel à

aveos@fticonsulting.com et en indiquant vos nom, adresse, numéro de télécopieur et adresse électronique.

INSTRUCTIONS POUR REMPLIR LA PREUVE DE RÉCLAMATION D'EMPLOYÉ

Une Preuve de réclamation d'employé n'est requise que si vous désirez déposer une Réclamation d'employé pour un montant différent de celui qui a déjà été établi et inscrit au formulaire de Preuve de réclamation d'employé ci-joint. Veuillez vérifier chacun des points mentionnés ci-dessous afin de remplir correctement ce formulaire.

Comment remplir la preuve de réclamation d'employé

1. Veuillez inscrire **votre nom**, votre ville de résidence et province.
2. Indiquez **l'adresse complète, y compris le code postal**, à laquelle tous les avis ou toutes les lettres devront être envoyés.
3. La Preuve de réclamation d'employé doit être **signée par la personne qui la remplit**. La **signature d'un témoin** est requise (le témoin peut être quiconque âgé de 18 ans et plus, incluant un conjoint ou autre personne ayant un lien de parenté).

Dépôt des formulaires de preuve de réclamation d'employé

La Preuve de réclamation d'employé dûment complétée doit être transmise au Contrôleur par la poste, par messenger ou par télécopieur, ou livrée en personne, de manière à ce qu'elle soit reçue par le Contrôleur à l'adresse indiquée ci-dessous et ce, au plus tard à la Date limite de dépôt des réclamations d'employés. Aucun accusé de réception ne sera émis. Vous êtes seul responsable de vous assurer et de pouvoir démontrer que les formulaires de Preuve de réclamation d'employé ont été dûment transmis et reçus par le Contrôleur.

N'hésitez pas à nous contacter pour toute question relativement à la Procédure des réclamations d'employés.

Bien à vous,

FTI CONSULTING CANADA INC.

Contrôleur nommé par la Cour *Dans l'affaire du plan d'arrangement et de compromis proposé par Aveos Performance Aéronautique Inc. et al.*

Par : Toni Vanderlaan

Loi sur le Programme de Protection des Salariés
Sommaire- Employé syndiqué
Annexe A

Vos Informations:

Nom de l'Employé (Nom, Prénom): •
Numéro d'Employé: •
Date d'embauche: •
Date de fin d'emploi: •
Salaire horaire: \$.00
Heures en banque de temps supplémentaire: •
Heures de vacances accumulées: •

Calcul de votre réclamation sous la LPPS:

Description	Montant (\$)	
Dollars totaux de temps supplémentaire:	•.00	A
Dollars totaux de paie de vacances:	•.00	B
Total d'indemnité de fin d'emploi moins les paiements reçus sous le Programme de cessation d'emploi Air Canada ¹ :	•.00	C
Salaires et autres ² :	•.00	D
Autre que salaire admissible ³ :	•.00	E
	<hr/>	
Réclamation Totale:	•.00	F = A+B+C+D+E
	<hr/>	
Total de réclamation admissible à la LPPS ⁴ :	•00	G = F-E
	<hr/>	
Montant Maximal sous la LPPS ⁵ :	•.00	H
Prélèvement LPPS (6.82%) ⁶ :	(•)	I
	<hr/>	
Montant Net sous la LPPS [*]	•	J = H - I
	<hr/>	

*Voir notes à la page suivante

Notes:

1- Les paiements que vous avez reçu sous le Programme de cessation d'emploi Air Canada acquittent ou réduisent la responsabilité d'Aveos' pour l'indemnité de cessation d'emploi. En conséquence, votre réclamation est réduite de ces montants jusqu'à un minimum de zéro.

2- "Salaires, Autres" comprend, par exemple, les déductions faites par Aveos sur le salaire et les paiements excédentaires par Aveos aux employés.

3- "Autre que Salaire admissible" comprend, par exemple, les paiement d'invalidité payables directement par Aveos à un employé.

4- Les réclamations admissibles à la LPPS sont les salaires tels que définis à l'article 2 de la Loi sur le Programme de Protection des Salariés L.C. 2005, ch. 47, art. 1.

5- Le Total de réclamation admissible à la LPPS est le moindre de votre Réclamation admissible à la LPPS et \$3,646, moins un prélèvement administratif de 6.82% effectué par Ressources Humaines et Développement des compétences Canada.

6- Ceci est le montant maximum que vous pourriez avoir droit de recevoir sous la LPPS.

Loi sur le Programme de Protection des Salariés
Sommaire- Employé non-syndiqué
Annexe A

Vos Informations:

Nom de l'Employé (Nom, Prénom): •

Numéro d'Employé: •

Date d'embauche: •

Date de fin d'emploi: •

Salaire horaire: \$•.00

Heures en banque de temps supplémentaire: •

Heures de vacances accumulées: •

Calcul de votre réclamation sous la LPPS:

Description	Montant (\$)	
Dollars totaux de temps supplémentaire:	•.00	A
Dollars totaux de paie de vacances:	•.00	B
Total d'indemnité de fin d'emploi	•.00	C
Salaires et autres ¹ :	•.00	D
Autre que salaire admissible ² :	•.00	E
Réclamation Totale:	<hr/> •.00	F = A+B+C+D+E
Total de réclamation admissible à la LPPS ³ :	<hr/> •00	G = F-E
Montant Maximal sous la LPPS ⁴ :	•.00	H
Prélèvement LPPS (6.82%) ⁴ :	(•)	I
Montant Net sous la LPPS⁵	<hr/> •	J = H - I

**Voir notes à la page suivante*

Notes:

1- "Salaires, Autres" comprend, par exemple, les déductions faites par Aveos sur le salaire et les paiements excédentaires par Aveos aux employés.

2- "Autre que Salaire admissible" comprend, par exemple, les paiement d'invalidité payables directement par Aveos à un employé.

3- Les réclamations admissibles à la LPPS sont les salaires tels que définis à l'article 2 de la Loi sur le Programme de Protection des Salariés L.C. 2005, ch. 47, art. 1.

4- Le Total de réclamation admissible à la LPPS est le moindre de votre Réclamation admissible à la LPPS et \$3,646, moins un prélèvement administratif de 6.82% effectué par Ressources Humaines et Développement des compétences Canada.

5- Ceci est le montant maximum que vous pourriez avoir droit de recevoir sous la LPPS.

Annexe 2

**AVIS PUBLIC DE PROCÉDURE ET DE DATE LIMITE DE DÉPÔT DE RÉCLAMATION DES
EMPLOYÉS**

**À L'ÉGARD DES RÉCLAMATIONS D'EMPLOYÉS À L'ENCONTRE
D'AVEOS FLEET PERFORMANCE INC. ET AERO TECHNICAL US, INC.**

(collectivement « Aveos »)

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES
COMPAGNIES (L.R.C. 1985, ch. C-36, telle que modifiée)**

**AVIS PUBLIC DE PROCÉDURE DE RÉCLAMATION D'EMPLOYÉS ET DE DATE LIMITE DE DÉPÔT
DE RÉCLAMATION POUR LES EMPLOYÉS D'AVEOS EN VERTU DE LA LOI SUR LES
ARRANGEMENTS AVEC LES CRÉANCIERS DES COMPAGNIES (LA « LACC »)**

VEUILLEZ PRENDRE NOTE que le présent avis est publié suivant une ordonnance rendue le 26 juin 2013 par l'honorable juge Mark Schrager de la Cour supérieure du Québec, pour le district judiciaire de Montréal, siégeant en Chambre commerciale (ci-après l'« **Ordonnance de procédure de réclamation d'employés** »).

Si vous êtes un(e) Employé(e) ou Ancien employé(e) ayant une Réclamation d'employé contre Aveos Performance Aéronautique inc. et/ou Aero Technical US., inc. (ci-après collectivement appelés « **Aveos** »), vous recevrez une Lettre de réclamation d'employé faisant état de votre Réclamation d'employé tel qu'établie par Aveos. Si vous êtes en accord avec le montant de votre Réclamation d'employé tel qu'établi par Aveos, **vous n'avez pas à poser quelque geste que ce soit** à ce moment et votre Réclamation d'employé sera traitée pour ce montant. Si vous n'êtes pas en accord avec le montant de votre Réclamation d'employé tel qu'établi par Aveos, vous devriez alors déposer une Preuve de réclamation d'employé.

Si vous croyez détenir une Réclamation d'employé mais n'avez pas reçu la Lettre de réclamation d'employé, vous devez communiquer avec le Contrôleur et demander une trousse de Preuve de réclamation d'employé.

Une Réclamation d'employé s'entend d'une réclamation par un Employé réclamant d'Aveos, mais seulement dans la mesure où une telle réclamation constitue du salaire ou d'autres sommes payables à un Employé réclamant en raison de son emploi avec Aveos et/ou de la terminaison de celui-ci, mais pas d'une Réclamation d'employé exclue. Veuillez consulter l'Ordonnance de procédure de réclamation pour obtenir la définition complète des termes pertinents, notamment: « Employé », « Réclamation d'employé », et « Réclamation d'employé exclue ».

Les Employés réclamants qui ne sont pas en accord avec le montant de leur Réclamation d'employé tel qu'établi par Aveos doivent compléter et transmettre une Preuve de réclamation

d'employé au Contrôleur FTI Consulting Canada Inc., au plus tard à 17 h (heure de Montréal) le 12 août 2013 (la « Date limite de dépôt des réclamations d'employés »). À défaut de déposer une Preuve de réclamation d'employé avant la Date limite de dépôt des réclamations d'employés :

- (a) La Réclamation d'employé sera traitée selon le montant déterminé par Aveos et indiqué à la Preuve de réclamation; et
- (b) L'Employé réclamant ne pourra plus amender sa Réclamation d'employé ou déposer une Réclamation d'employé à l'encontre d'Aveos pour un montant autre que celui qui est déjà établi et inscrit au formulaire de Preuve de réclamation d'employé qui sera transmis aux Employés réclamant.

Les Employés réclamants peuvent obtenir des informations additionnelles ainsi que des copies de l'Ordonnance de procédure de réclamation d'employés, un exemplaire du formulaire de Preuve de réclamation d'employé et toute autre documentation pertinente sur le site web du Contrôleur à l'adresse <http://cfcanada.fticonsulting.com/aveos> ou en en communiquant avec le Contrôleur, dont les coordonnées sont ci-dessous.

FTI Consulting Canada, Contrôleur de
Aveos Fleet Performance Inc. / Aveos Performance Aéronautique inc.
79, rue Wellington Ouest
Bureau 2010, C.P. 104
Toronto (Ontario) M5K 1G8

À l'attention de Brogan Taylor

Téléphone : 416.649.8125 ou 1.855.244.0020
Télécopieur : 416.649.8101
Courriel : aveos@fticonsulting.com

Fait à Montréal le • 2013.

Annexe 3

FORMULAIRE DE RÉCLAMATION D'EMPLOYÉ

**À L'ÉGARD DES RÉCLAMATIONS D'EMPLOYÉS À L'ENCONTRE
D'AVEOS FLEET PERFORMANCE INC. ET AERO TECHNICAL US, INC.**

(collectivement « Aveos »)

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES
COMPAGNIES (L.R.C. 1985, ch. C-36, telle que modifiée)**

FORMULAIRE DE RÉCLAMATION D'EMPLOYÉ

Réclamant

Nom _____
À l'attention de _____
Adresse 1 _____
Adresse 2 _____
Ville _____
État/Province _____
ZIP/Code postal _____
Pays _____
Téléphone _____
Télécopieur _____
Courriel _____
Type Cessionnaire Avocat CC seulement Réclamant
Avis Aucun Avis seulement Personne-ressource principale

**Ajouter personne-
ressource (le cas échéant)**

Nom _____
À l'attention de _____
Adresse 1 _____
Adresse 2 _____
Ville _____
État/Province _____
ZIP/Code postal _____
Pays _____
Téléphone _____
Télécopieur _____
Courriel _____
Type Cessionnaire Avocat CC seulement Réclamant
Avis Aucun Avis seulement Personne-ressource principale

Réclamation

Le total de votre Réclamation d'employé a été établi au montant indiqué dans l'annexe ci-joint selon les livres et registres d'Aveos. Ce montant inclut les montant admissibles en vertu de la *Loi sur le Programme de protection des salariés*, tel qu'indiqué en annexe. Si vous êtes en accord, aucune mesure n'est requise de votre part et vous n'avez pas à remplir ce formulaire. Si vous n'êtes pas en accord avec le montant inscrit, veuillez indiquer le montant de votre Réclamation d'employé et fournir toutes les informations pertinentes:

Montant de la réclamation _____
Monnaie (devise) _____
Type de réclamation Réclamation d'employé contre
et débitrice Aveos Performance Aéronautique inc. Aero Technical US, inc.

Veuillez ajouter des commentaires qui pourraient nous aider à analyser votre réclamation.

Correspondance future

Toute la correspondance future sera envoyée à l'adresse électronique indiquée dans les renseignements sur la personne-ressource, sauf si vous nous demandez expressément d'en recevoir des copies sous format papier.

Demande de copie sous format papier de la correspondance

Reconnaissance

Signature _____
Date _____

Témoin :

Signature : _____
Date _____

SCHEDULE 1

EMPLOYEE CLAIMS LETTER

**IN RESPECT OF EMPLOYEE CLAIMS AGAINST
AVEOS FLEET PERFORMANCE INC. AND AERO TECHNICAL US, INC.**

(collectively "Aveos")

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT

(R.S.C. 1985, c. C-36, as amended)

We are writing to you in our capacity as the court-appointed Monitor in the above-mentioned matter.

You will find enclosed an employee proof of claim form ("**Employee Proof of Claim**") with instructions to assist you in completing this form, if required. An amount has already been inserted in respect of your Employee Claim, based on the books and records of Aveos, representing i) the amount of your eligible wages for the purposes of the *Wage Earner Protection Program* ("**WEPPA**") and ii) any other amounts owed by Aveos for employment related matters which form part of your Employee Claim.

If you agree with the amount of your Employee Claim as determined by Aveos, **no action is required on your part** and your Employee Claim will be processed on this basis and deemed to have been received and accepted by the Monitor.

If you disagree with the amount of your Employee Claim as determined by Aveos and wish to file an Employee Claim for a different amount, you may complete and deliver an Employee Proof of Claim setting out the amount and details of your Employee Claim. If you do not deliver a completed and signed Employee Proof of Claim by 5:00 p.m. (Montréal time) on August 12, 2013 (the "**Employee Claims Bar Date**"),

- a) your Employee Claim will be processed in the amount as determined by Aveos; and
- b) you will not be entitled to amend your Employee Claim or make an Employee Claim against Aveos except in the amount determined by Aveos as indicated in the enclosed Employee Proof of Claim.

This letter provides instructions for completing an Employee Proof of Claim form should you need to do so.

Claims Procedure

By order of the Honourable Mark Schragger, j.s.c.. rendered on June 26, 2013 ("**Employee Claims Process Order**"), a copy of which is posted on the Monitor's website and also available upon request by contacting the Monitor as set out below, Aveos has been authorized to conduct a claims process for the identification, resolution and barring of Employee Claims against Aveos (the "**Employee Claims Process**").

The Employee Claims Process is limited to persons with an Employee Claim against Aveos, other than an Excluded Employee Claim. Please refer to the Employee Claims Process Order for the complete definition of these terms.

If you have any questions regarding the Employee Claims Process, please contact FTI Consulting Canada Inc., the Court-appointed Monitor, at the address provided below.

All notices and enquiries with respect to the Employee Claims Process should be addressed to:

FTI Consulting Canada Inc.
Court-appointed Monitor of Aveos Fleet
Performance Inc./Aveos Performance
Aéronautique et al.

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8
Canada

You may also contact the Monitor by telephone at 416.649.8125 or 1.855.244.0020 or by fax at 416.649.8101.

Any Employee who is a member of the International Association of Machinists and Aerospace Workers (IAMAW) is also invited to review the website of District 140 of the IAMAW at www.iam140.ca "Aveos Updates" for further information and assistance in relation to the Employee Claim Process.

Employees Submitting an Employee Proof of Claim

If you intend to file an Employee Proof of Claim because you believe that you have an Employee Claim against Aveos in an amount different than the one already indicated in the enclosed Employee Proof of Claim, your completed Employee Proof of Claim form must be received at the latest by 5:00 p.m. Montreal time on August 12, 2013. No Employee Proofs of Claim will be accepted after the Employee Claims Bar Date unless otherwise ordered by the Court.

Employee Proof of Claim forms and a copy of the Employee Claims Process Order are also available from the Monitor's website at <http://cfcanada.fticonsulting.com/aveos/> or by contacting the Monitor by telephone at 416.649.8125 or 1.855.244.0020, by fax at 416.649.8101 or by email at aveos@fticonsulting.com and providing particulars as to your name, address, fax number and email address.

~

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE PROOF OF CLAIM

An Employee Proof of Claim is only required if you need to claim an amount that is different from the amount as determined by Aveos. Please check each of the following requirements in order to prepare the form in a complete and accurate manner.

Completing the Employee Proof of Claim

1. Please ensure that **your name**, place of residence and province are set out on the form.

2. Provide the **complete address, including postal code**, where all notices or correspondence are to be forwarded.

3. The Employee Proof of Claim must be **signed by the person completing the Employee Proof of Claim**. The **signature of a witness** is also required (the witness can be any person over 18 years of age including a spouse or adult child).

Filing of the Employee Proof of Claim Form

The Employee Proof of Claim form must be sent to the Monitor by mail, by messenger or facsimile, or delivered in person so that it is received by the Monitor at the address as set out above on or before the Employee Claims Bar Date. No acknowledgement of receipt will be issued – you are responsible for ensuring that the forms have been transmitted and received in a timely manner.

Please do not hesitate to contact us if you have any questions regarding the Employee Claims Procedure.

Yours truly,

FTI CONSULTING CANADA INC.

Court-appointed Monitor In its capacity as Court Appointed Monitor in the Matter of the proposed plan of arrangement of Aveos Fleet Performance Inc. et al.

Per: Toni Vanderlaan

**Wage Earner Protection Program Act
Union Employee Summary
Appendix A**

Your Information:

Employee Name (Last, First): •
Employee Number: •
Date of Hire: •
Termination Date: •
Hourly Rate of Pay: \$•.00
Banked Overtime Hours: •
Accrued Vacation Hours: •

Your WEPPA Calculation:

Description	Amount (\$)	
Total Overtime Dollars:	•.00	A
Total Vacation Dollars:	•.00	B
Total Severance and Termination Pay less Air Canada Separation Program Payments ¹ :	•.00	C
Wages, Other ² :	•.00	D
Non Wages Other ³ :	•.00	E
	<hr/>	
Total Claim:	•.00	F = A+B+C+D+E
	<hr/>	
Total WEPPA Eligible Claim ⁴ :	•00	G = F-E
	<hr/>	
Maximum WEPPA Claim ⁵ :	•.00	H
WEPPA Levy (6.82%) ⁵ :	(•)	I
	<hr/>	
Net WEPPA Amount ⁶	•	J = H - I
	<hr/>	

*See next page for notes

Notes:

1. Payments you have received from the Air Canada Heavy Maintenance Separation Program satisfy or reduce Aveos' liability for termination and severance pay. Accordingly, the claim is reduced by these amounts to a minimum of zero.
2. "Wages, Other" includes, for example, unremitted deductions made by Aveos from wages and overpayment of wages by Aveos to employees.
3. "Non Wages Other" includes, for example, disability payments owed directly to employees by Aveos.
4. The WEPPA Eligible Claims are wage claims as defined in section 2 of the "Wage Earner Protection Program Act" S.C. 2005, c. 47, s. 1.
5. The maximum WEPPA Eligible Claim amount is the lesser of your calculated WEPPA Eligible Claim amount and \$3,646, less a 6.82% administrative levy deducted by Human Resources and Skills Development Canada.
6. This is the maximum amount you may be entitled to receive under WEPPA

**Wage Earner Protection Program Act
Non-Union Employee Summary
Appendix A**

Your Information:

Employee Name (Last, First): •
 Employee Number: •
 Date of Hire: •
 Termination Date: •
 Hourly Rate of Pay: \$•.00
 Banked Overtime Hours: •
 Accrued Vacation Hours: •

Your WEPPA Calculation:

Description	Amount (\$)	
Total Overtime Dollars:	•.00	A
Total Vacation Dollars:	•.00	B
Total Severance and Termination Pay:	•.00	C
Wages, Other ¹	•.00	D
Non Wages Other ² :	•.00	E
Total Claim:	<u>•.00</u>	F = A+B+C+D+E
Total WEPPA Eligible Claim ³ :	<u>•00</u>	G = F-E
Maximum WEPPA Claim ⁴ :	•.00	H
WEPPA Levy (6.82%) ⁴ :	<u>(•)</u>	I
Net WEPPA Amount⁵	<u>•</u>	J = H-I

*See next page for notes

Notes:

- 1- "Wages, Other" includes, for example, unremitted deductions made by Aveos from wages and overpayment of wages by Aveos to employees.
- 2- "Non Wages Other" includes, for example, disability payments owed directly to employees by Aveos.
- 3- The WEPPA Eligible Claims are wage claims as defined in section 2 of the "Wage Earner Protection Program Act" S.C. 2005, c. 47, s. 1.
- 4- The maximum WEPPA Eligible Claim amount is the lesser of your calculated WEPPA Eligible Claim amount and \$3,646, less a 6.82% administrative levy deducted by Human Resources and Skills Development Canada.
- 5- This is the maximum amount you may be entitled to receive under WEPPA

SCHEDULE 2

PUBLIC NOTICE OF EMPLOYEE CLAIMS PROCESS AND BAR DATE

**IN RESPECT OF EMPLOYEE CLAIMS AGAINST
AVEOS FLEET PERFORMANCE INC. AND AERO TECHNICAL US, INC.**

(collectively "Aveos")

**IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT ACT*
(R.S.C. 1985, c. C-36, as amended)**

**NOTICE OF EMPLOYEE CLAIMS PROCESS AND EMPLOYEE CLAIMS BAR DATE FOR THE
EMPLOYEES OF AVEOS PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
(THE "CCAA")**

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Honourable Mark Schragger, judge of the Quebec Superior Court, for the Judicial District of Montréal, sitting in Commercial Division (the "**Employee Claims Process Order**").

If you are an Employee or former Employee who has an Employee Claim against Aveos Fleet Performance Inc. and/or Aero Technical US, Inc. (collectively, "Aveos"), you will receive an Employee Claims Letter setting out details of your Employee Claim as determined by Aveos. If you are in agreement with the amount of your Employee Claim as determined by Aveos and indicated in the Employee Claims Letter, no further action is required on your part and your Employee Claim will be processed for that amount. If, and only in the event that, you are not in agreement with the amount as determined by Aveos, you must file an Employee Proof of Claim

If you believe that you have an Employee Claim but have not received an Employee Claims Letter, you must contact the Monitor and request an Employee Proof of Claim form package.

An Employee Claim means any claim by an Employee Claimant to the extent that such claim relates to wages or other amounts payable to the Employee Claimant by reason of his or her employment with Aveos or as a result of the termination thereof, other than an Excluded Employee Claim. Please consult the Employee Claims Process Order for further details and the definitions of all relevant terms, including "Employee", "Employee Claim" and "Excluded Employee Claim".

Employee Claimants who disagree with the amount of their Employee Claim as determined by Aveos must deliver a completed and signed Employee Proof of Claim to FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of Aveos, no later than 5:00 p.m. Montréal time on August 12, 2013 (the "Employee Claims Bar Date**").** If an Employee Claimant does not file an Employee Proof of Claim by the Employee Claims Bar Date,

- a) the Employee Claim will be processed in the amount as determined by Aveos; and

- b) the Employee Claimant will not be entitled to amend the Employee Claim or make an Employee Claim against Aveos except in the amount as determined by Aveos and communicated to the Employee Claimant.

Employee Claimants may obtain further information as well as copies of the Employee Claims Process Order, Employee Proof of Claim and other relevant documentation on the Monitor's website at <http://cfcCanada.fticonsulting.com/aveos> or, alternatively, may contact the Monitor as set out below in order to obtain the information and supporting documentation:

FTI Consulting Canada, as Monitor of
Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc.
79 Wellington Street West
Suite 2010, C.P. 104
Toronto, Ontario
M5K 1G8

to the attention of Brogan Taylor

Telephone: 416.649.8125 or 1.855.244.0020
Fax: 416.649.8101
Email: aveos@fticonsulting.com

Montréal, •, 2013.

SCHEDULE 3

EMPLOYEE PROOF OF CLAIM

**IN RESPECT OF EMPLOYEE CLAIMS AGAINST
AVEOS FLEET PERFORMANCE INC. AND AERO TECHNICAL US, INC.**

(collectively, "Aveos")

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
(R.S.C. 1985, c. C-36, as amended)**

Employee Claimant

Name _____
Address 1 _____
Address 2 _____
City _____
Province/State _____
Postal Code/ZIP _____
Country _____
Phone _____
Fax _____
Email _____

Alternate Contact (if applicable)

Name _____
Attention _____
Address 1 _____
Address 2 _____
City _____
Province/State _____
Postal Code/ZIP _____
Country _____
Phone _____
Fax _____
Email _____

Claim

Claim Amount : _____ Your total Employee Claim has been established at the amount set out on the attached schedule, as calculated

according to the books and records of Aveos. This includes a WEPPA claim amount as noted on the schedule. If this is correct, no further action is required on your part and you do not need to complete this form. If you disagree with these amounts, please insert the amount of your Employee Claim and attach a full explanation of the basis of your claim:

Currency

Employee Claim against :

Aveos Fleet Performance Inc. Aero Technical US, Inc.

Please add any comments that may assist us in reviewing your claim.

Future correspondence :

All future correspondence will be directed to the email address designated in the contact details unless you specifically request that hard copies be provided.

Hard copy of correspondence required

Signature

Date

Witness :

Name

Signature

Date

No. 500-11-042345-120

SUPERIOR COURT
Commercial Division
DISTRICT OF MONTRÉAL

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

AVEOS FLEET PERFORMANCE INC. / AVEOS
PERFORMANCE AÉRONAUTIQUE INC.

And

AERO TECHNICAL US, INC.

Insolvent Debtors/Petitioners

And

FTI CONSULTING CANADA INC.

Monitor

Me Roger P. Simard / Our file: 548732-001

EXHIBIT R-1

DENTONS

Dentons Canada LLP
1 Place Ville Marie, Suite 3900
Montréal QC H3B 4M7
Tel. : 514 878 8800
Fax : 514 866 2241

dentons.com
BB0822

No. 500-11-042345-120

SUPERIOR COURT
Commercial Division
DISTRICT OF MONTRÉAL

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

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

And
AERO TECHNICAL US, INC.

Insolvent Debtors/Petitioners

And

FTI CONSULTING CANADA INC.

Monitor

Me Roger P. Simard / Our file: 548732-001

**MOTION FOR APPROVAL OF AN
EMPLOYEE CLAIMS PROCESS
(Sections 9, 11 and 11.03 of the Companies'
Creditors Arrangement Act ("CCAA"))**

ORIGINAL

DENTONS

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1 Place Ville Marie, Suite 3900
Montréal QC H3B 4M7
Tel. : 514 878 8800
Fax : 514 866 2241

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