

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

MAYNARDS INDUSTRIES LTD.

Mis en cause

**MOTION FOR AN ORDER AUTHORIZING THE SALE OF CERTAIN ASSETS
OF THE PETITIONERS AND FOR VESTING ORDERS**

(ENGINES MAINTENANCE CENTRE)

(Sections 11 and 36 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 issued on March 30, 2012, April 5, 2012 and May 4, 2012 (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 (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**") in view of having this Honourable Court appoint a Chief Restructuring Officer ("**CRO**") 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* 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**"), as appears from the Court record herein.
6. In conformity with the Divestiture Order, the Divestiture Process was implemented by the Petitioners under the direction of the CRO and with the assistance of the Monitor.
7. Following the Divestiture Order, Aveos and the CRO began deploying extensive efforts and resources in view of completing the Divestiture Process in a manner that would be most favourable to the Petitioners and their stakeholders. In that regard, numerous discussions, meetings and exchanges took place with various potential purchasers and investors, customers, governmental authorities and other interested parties.
8. Under the Divestiture Process, Aveos contacted several potential bidders in view of divesting itself of assets in a manner that would enable going concern sales.
9. Aveos, the CRO and the Monitor carefully analysed all of the various bids received, while considering and weighing, *inter alia*, the interests of the Petitioners and of all of the Petitioners' stakeholders, as well as the terms and objectives of the Initial Order, the CCAA and the Divestiture Order.
10. As reported by the CRO in its Second Report to the Court, the Divestiture Process was designed to attract all possible suitors with a focus on going concern buyers while not excluding strategic asset purchasers and liquidators/auctioneers.
11. Regarding the Components Maintenance Centre ("**CMC**"), Aveos and the CRO are endeavouring to secure the most favourable considerations and conditions for the sale of the CMC division in the circumstances described above. Offers have been received and discussions are underway; however, the potential purchasers are working to firm up their offers and waive conditions precedent that still form part of the offers currently submitted for consideration.
12. While Aveos had hoped that an agreement for the sale of the CMC division would have been finalized prior to this date, the CRO remains cautiously optimistic that the conclusion of a transaction with respect to the CMC division is imminent and that a motion seeking the requisite approvals and vesting orders from this Honourable Court could be presented in the coming days.
13. With respect to the Engine Maintenance Centre ("**EMC**"), given the complexities associated with this transaction and unique requirements of this line of business, the Divestiture Process unfortunately did not yield a going concern solution for the EMC, despite the extensive efforts deployed by the Petitioners under the direction of the CRO. Further details will be provided in the Fifth report of the CRO to be filed in support of this Motion.

14. As appears from the Court record herein, further to the filing by Air Canada of a *De Bene Esse Motion for an Order Lifting the Stay of Proceedings to Confirm the Termination of Certain Contracts*, Aveos and Air Canada entered into a new exclusive contract for the maintenance of Air Canada's CFM-56A and CFM-56B engines (the "**Air Canada Contract**").
15. The CRO will continue to work with the parties who have submitted preliminary offers on the Air Canada Contract as well as bids for the CMC. Aveos intends to come before the Court to provide more detailed information and seek the Court's approval of the appropriate transactions pertaining to the CMC and Air Canada Contract.
16. Accordingly, as of the time of filing this Motion, the Petitioners are seeking approval of the Transactions (as defined in paragraph 18 below).
17. 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 proceed with the following agreements which, subject only to this Court's approval, contemplate either the liquidation of certain assets of Aveos in the case of a) below (the "**Auctioned Assets**") or the purchase and sale of specific assets of Aveos in the case of b) (the "**Purchased Assets**"), the whole as more fully detailed below:
 - a) a Liquidation Services Agreement concluded with the *mis en cause* Maynards Industries Ltd. in respect of the EMC tooling and equipment (Lot 8), dated June 21, 2012, as subsequently amended and supplemented (the "**Maynards LSA**"), communicated as **Exhibit R-1, en liasse**; and
 - b) an Asset Purchase Agreement with Maynards Industries Ltd. in respect of the EMC inventory (Lot 8) dated June 22, 2012, as subsequently amended and supplemented (the "**Maynards APA**"), communicated as **Exhibit R-2, en liasse**.
18. The present Motion seeks this Court's authorization to complete the Maynards LSA and the Maynards APA, which shall be collectively referred to herein as the "**Transactions**" unless specifically indicated to the contrary. The *mis en cause* / Maynards Industries Ltd. will be referred to as "**Maynards**" and, in its specific capacity as liquidator under the Maynards LSA, as the "**Liquidator**."
19. By this Motion, Aveos also applies for the necessary Approval and Vesting Orders required to give effect to the Transactions.

II. THE TRANSACTIONS

20. Despite the concerted efforts undertaken by Aveos under the direction of the CRO, there were no offers received from parties willing to restart the EMC business and

resume operations from the current facility. Accordingly, the CRO was compelled to explore alternatives to the going concern solution initially envisaged.

21. As appears from the Third Report of the CRO to the Court and the Fifth Report of the CRO to the Court, in order to preserve the integrity of the Divestiture Process, as well as to protect the interests of the Secured Lenders, the CRO entered into a conditional agreement with the party who submitted the best liquidation proposal for the assets of the EMC division on the most commercially acceptable terms; this allowed Aveos to secure an agreement for liquidation of EMC assets, while still affording Aveos the option of entering into an agreement with another party for the Air Canada Contract and assets of the EMC business.
22. The Maynards LSA, Exhibit R-1, and Maynards APA, Exhibit R-2, do not preclude the opportunity for Aveos to assign the Air Canada Contract, which is excluded from any of the Transactions contemplated herein and has been the object of continued serious interest and ongoing negotiations.

(1) The Maynards LSA

23. Following analysis of the bids and opportunities available to Aveos, and in the absence of a going concern solution for the EMC, the CRO concluded that it would be in the interests of Aveos and its stakeholders to proceed by way of a liquidation in respect of the majority of the assets within the EMC, conducted under the auspices of Maynards, a Canadian company which offers professional auction and liquidation services, working in partnership with various other Canadian and U.S. based auctioneers.
24. The Maynards LSA provides the Liquidator a mandate to proceed with the liquidation of substantially all of the remaining assets within the EMC, based on a net minimum guarantee to Aveos. The Petitioners and the CRO consider that this will allow Aveos to maximize the revenues to be generated by the liquidation process.
25. Pursuant to the Maynards LSA, the Liquidator will proceed to liquidate the Auctioned Assets described therein by way of private sales or a public auction to be conducted at the premises. This will enable Aveos to obtain maximum value for the assets being the subject of the LSA. Under the terms of one of the side letters negotiated with Maynards and included as part of Exhibit R-1, Aveos has the right to exclude certain EMC assets from the LSA should they be required for sale as part of a transaction for the Air Canada Contract. Considering the existence of that right, Aveos agreed that a portion of the net minimum guarantee amount attributable to these assets need only be paid in the event that Aveos does not exercise the option to exclude these assets.
26. Subject to the terms and conditions contained in the Order to be rendered herein, all of the right, title and interest in and to the assets described in said LSA will be vested in the ultimate buyers of the assets upon payment by such buyers of the purchase price and the receipt of same by the Liquidator in fully released and available funds.

27. Considering that Maynards elected to pay the net minimum guarantee amount in advance rather than posting security by way of a letter of credit, Aveos agreed to request this Court to grant a security interest (referred to as a "first priority charge" in the LSA) in favour of Maynards in an amount equal to the net minimum guarantee, on all of the Auctioned Assets and the Proceeds thereof (as defined in the LSA) as security for the obligations of Aveos with respect to the payment of Proceeds to Maynards pursuant to Section 12(d)(ii) of the LSA, the whole as appears from a side letter agreement dated June 28, 2012 forming part of Exhibit R-1.
28. Said security will therefore be cancelled upon payment to Maynards of the Proceeds of sale of the Auctioned Assets not exceeding the net minimum guarantee amount, in accordance with the terms of the Maynards LSA.
29. Petitioners therefore hereby seek from this Honourable Court an order creating such charge and security interest which may be set-up against all other creditors and stakeholders of the Petitioners.

(2) The Maynards APA

30. For substantially the same reasons as those which have led to the conclusion of the Maynards LSA, Aveos also entered into the Maynards APA , subject to Court approval.
31. Pursuant to the Maynards APA, all of the right, title and interest of Aveos in and to the Purchased Assets described therein will vest in accordance with and following the Order to be rendered herein and Maynards will have the right to sell the Purchased Assets from the EMC premises.

III. GROUNDS FOR THE RELIEF SOUGHT IN RESPECT OF THE TRANSACTIONS

32. The recommendations made by the CRO take into account the capacity of Maynards to complete the Transactions, the conditions attached to the bids, the time required to close the Transactions and other relevant considerations.
33. The terms and conditions of the Transactions 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 Fifth Report to the Court of the CRO.
34. It is submitted that the consideration, terms and conditions of the Transactions 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 Fifth Report of the CRO to the Court.
35. Except in the very limited circumstance as outlined above, it is submitted that it is not necessary for the Petitioners to continue to carry the Auctioned Assets or Purchased

Assets for the purposes of the other transactions contemplated in the Divestiture Order and which are currently being pursued as part of the Divestiture Process.

36. 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 Transactions and that the Court authorize the Transactions.
37. The only beneficiaries of deemed trusts and secured creditors that are likely to be affected by the proposed Transactions 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 RDPRM search report already filed in the Court record herein.
38. 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 Auctioned Assets and Purchased Assets.
39. It is moreover respectfully submitted that it is urgent that this Honourable Court approve and authorize the Transactions and that the said Transactions be completed without delay considering, *inter alia*, that:
 - a) time is of the essence in that the expediency with which the Transactions would take place is a significant consideration;
 - b) the terms and conditions of the Maynards APA and Maynards LSA are favourable for the Petitioners and it is unlikely that the Petitioners would obtain more favourable purchase prices, terms and conditions in the future if the Transactions are not completed forthwith;
 - c) if the Petitioners are precluded from effecting the Transactions, 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 Auctioned Assets and Purchased Assets if Aveos is unable to conclude the Transactions in a timely fashion.

IV. VESTING ORDERS

40. The Transactions contemplate the transfer and conveyance of the Auctioned Assets or the Purchased Assets, as the case may be, free and clear of all hypothecs, liens, charges and encumbrances.
41. Accordingly, Aveos respectfully seeks an order from this Honourable Court vesting the Purchased Assets in Maynards pursuant to the Maynards APA and, in the case of the conveyances to take place pursuant to the Maynards LSA, the ultimate buyers of the Auctioned Assets as acknowledged by the Liquidator, free and clear of such charges and encumbrances, upon closing of the Transactions.
42. Aveos requests that Exhibits R-1 and R-2 be filed under seal of confidentiality and that redacted copies only, removing the financial details, be 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 any particular 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 (Engines Maintenance Centre) (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 complete the following agreements (the "**Agreements**"):
 - a) Liquidation Services Agreement concluded with the mis en cause Maynards Industries Ltd. ("**Maynards**") in respect of certain EMC tooling and equipment (Lot 8), dated June 21, 2012, as subsequently amended and supplemented, being **Exhibit R-1** in support of the Motion (the "**Maynards LSA**"); and
 - b) Asset Purchase Agreement concluded with Maynards in respect of certain EMC inventory (Lot 8) dated June 22, 2012, as subsequently amended and supplemented, being **Exhibit R-2** in support of the Motion (the "**Maynards APA**").
- [5] **AUTHORIZE** and **RATIFY** the Transactions contemplated by and between Aveos and Maynards, as set forth in the and Maynards LSA (Exhibit R-1) and the

Maynards APA (Exhibit R-2) to the Motion, and **ORDER** that Exhibits R-1 and R-2 be sealed and that redacted copies removing financial information be filed in the Court record;

- [6] **AUTHORIZE** the sale, transfer and conveyance of the Purchased Assets pursuant to and as defined and identified in the Maynards APA, Exhibit R-2 (the "Purchased Assets");
- [7] **AUTHORIZE** the sale, transfer and conveyance of the Auctioned Assets pursuant to and as identified and defined in the Maynards LSA (the "Auctioned Assets");
- [8] **AUTHORIZE** Aveos to perform its obligations under the Agreements;
- [9] **AUTHORIZE** Aveos to:
 - a) take any and all actions necessary to proceed with the Transactions, including, without limitation, to execute and deliver any documents and assurances governing or giving effect to the Transactions as Aveos, in its discretion, may deem to be reasonably necessary or advisable to conclude the Transactions, including the execution of such deeds, contracts, or documents as may be contemplated in the Agreements and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
 - b) take steps, as are, in the opinion of Aveos, necessary or incidental to the performance of its obligations pursuant to the Agreements;
- [10] **ORDER** and **DECLARE** that, upon the delivery of a Monitor's certificate to Maynards Industries Ltd., 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 pursuant to the Maynards APA, shall vest absolutely and exclusively in Maynards, 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, levies, 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 Maynards APA), 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** that a first ranking priority charge is granted by Aveos Fleet Performance Inc. in favour of Maynards Industries Ltd. (the “**Maynards Charge**”), in an amount equal to the Net Minimum Guarantee, as such term is defined in the Maynards LSA;
- [12] **DECLARE** that the Maynards Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security referred to and/or created by the Initial Order, as amended;
- [13] **DECLARE** that the Maynards Charge shall attach, as of the date of the Order to be rendered herein, to all of the Auctioned Assets and the Proceeds thereof, as defined in the Maynards LSA, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent, including, without limitation, requirements of publication;
- [14] **DECLARE** that the Maynards Charge shall be extinguished and cancelled immediately upon receipt by Maynards of the Proceeds of the sale of the Auctioned Assets not exceeding the net minimum guarantee amount, in accordance with the terms of the Maynards LSA;
- [15] **ORDER** and **DECLARE** that, for the purposes of the Maynards LSA and within the meaning of the Order to be rendered herein:
 - a) the payment by a buyer (as determined by Maynards in its capacity as the Liquidator) of the amounts owing to the Liquidator shall be deemed to constitute and have the same effect as delivery of the Monitor’s Certificate and shall also constitute the Closing;

- b) the provisions of paragraph [10] shall apply *mutatis mutandis* to the buyers designated by Maynards in its capacity as the Liquidator pursuant to the Maynards LSA;
- [16] **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 those Purchased Assets corresponding to the Monitor's Certificate so delivered and filed into Court;
- [17] **ORDER** that, upon receipt of a copy of the signed Monitor's Certificate having been delivered to Maynards, Aveos is authorized to receive payment of the Purchase Price in respect of the Maynards APA;
- [18] **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;
 - d) the Transactions and sales 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 ("CCQ") or any other applicable federal or provincial legislation;
- [19] **ORDER and DIRECT** the Monitor to file with the Court a copy of the Monitor's Certificate corresponding to the Maynards APA, forthwith after execution and delivery thereof;
- [20] **DECLARE** that the present Order constitutes the only authorization required by Aveos to proceed with the Transactions and, for greater certainty, **DECLARE** that the parties involved in the Transactions are exempted from requiring or obtaining any authorization that may be required from any person or authority whatsoever;
- [21] **DECLARE** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets under the Maynards APA 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;

- [22] **DECLARE** that for the purposes of determining the nature and priority of Claims, the proceeds received by Aveos from the sale of the Auctioned Assets under the Maynards LSA shall stand in place and stead of the Auctioned Assets and that, from and after completion of each respective Auction Sale (as defined in the Maynards LSA), all Claims shall attach to the proceeds received by Aveos from such sale of the Auctioned Assets with the same priority as they had with respect to the Auctioned Assets immediately prior to the sale, as if the Auctioned Assets had not been sold;
- [23] **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 Agreements or of the present Order);
- [24] **ORDER** that the Agreements being Exhibits R-1 and R-2 to the Motion, and any related or ancillary agreements shall not be repudiated, disclaimed or otherwise compromised in these proceedings;
- [25] **ORDER** that all persons shall cooperate fully with Aveos and the mis en cause, the Purchasers 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 present Order, the Agreements, and the Transactions;
- [26] **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 this Order;
- [27] **ORDER** that this Order shall have full force and effect in all provinces and territories in Canada;
- [28] **ORDER** the provisional execution of the present Order, notwithstanding any appeal and without the necessity of furnishing any security;

[29] THE WHOLE WITHOUT COSTS.

Montréal, July 23, 2012

Fraser Milner Casgrain LLP

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 Hon. Mark Schrager, j.s.c., on July ● 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. and of Aero Technical US, Inc. (collectively, the "Petitioners") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA");

Pursuant to the Initial Order and from further Orders issued by the Court, the Petitioners benefit from a stay of proceedings granted thereby pursuant to the CCAA;

Pursuant to an Order of the Court dated July ●, 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 Maynards Industries Ltd., 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 Transaction has occurred; and
2. The Transaction has been completed to the satisfaction of the Monitor.

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

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

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

AFFIDAVIT

I, the undersigned, **JONATHAN SOLURSH**, of R.e.l. 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:

- 43. I am the Chief Restructuring Officer of the Petitioners in the present matter;
- 44. 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 (Engines Maintenance Centre)*, which are true.

AND I HAVE SIGNED:



JONATHAN SOLURSH

SOLEMNLY DECLARED before me at Montreal,
this 23rd day of July 2012



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

NOTICE OF PRESENTATION

TO: SERVICE LIST

MAYNARDS INDUSTRIES LTD.

75 International Boulevard Suite 102
Toronto, Ontario M9W 6L9
C/O Mr. Larry Suzuki
Email: lsuzuki@maynards.com

TAKE NOTICE that the *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for Vesting Orders* will be presented before the Honourable Mark Schragger, j.s.c., of the Superior Court, sitting in and for the Commercial Division for the District of Montreal, in the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, in room 2.13, on July 26, 2012, at 2h15 p.m. or so soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, July 23, 2012

Fraser Milner Casgrain LLP

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
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

Et al.

PETITIONERS' LIST OF EXHIBITS

Exhibit R-1:	<i>En liasse</i> , Liquidation Services Agreement concluded with Maynards Industries Ltd., and letters.
Exhibit R-2	<i>En liasse</i> , Asset Purchase Agreement concluded with Maynards Industries Ltd. and letter.

These Exhibits are available upon request.

Montréal, July 23, 2012

Fraser Milner Casgrain LLP

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
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
MAYNARDS INDUSTRIES LTD.
ET AL.

Mis en cause

Me Roger P. Simard

File: 548732-1

MOTION FOR AN ORDER AUTHORIZING THE SALE OF CERTAIN
ASSETS OF THE PETITIONERS AND FOR VESTING ORDERS
(ENGINES MAINTENANCE CENTRE)
(Sections 11 and 36 of the Companies' Creditors Arrangement Act)
AFFIDAVIT, NOTICE OF PRESENTATION and LIST OF EXHIBITS

ORIGINAL



Fraser Milner Casgrain LLP
1 Place Ville Marie, Suite 3900
Montréal, QC, Canada H3B 4W7

MAIN 514 878 8800
FAX 514 866 2241

B80822