

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**

Mis en causes

**MOTION FOR AN ORDER AUTHORIZING THE SALE
OF CERTAIN ASSETS OF THE PETITIONERS AND FOR A VESTING ORDER
(Sections 11 & 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 and April 5, 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 May 4, 2012 (the "**Stay Period**").

3. As part of its overall restructuring and intention to propose a plan of compromise or arrangement, 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 the Petitioners (the “**Divestiture Process**”), the whole as appears from the Court record herein.
4. An *Order Approving the Divestiture Process* was subsequently issued by this Honourable Court on April 20, 2012 (the “**Divestiture Order**”), the whole as appears from the Court record herein.
5. The Petitioners, with the assistance of the Monitor, are currently in the process of implementing the Divestiture Process approved by this Court.
6. The present motion seeks this Court’s approval to proceed with the sale of certain assets which would not fall within the purview of the Divestiture Order and which the Petitioners would not otherwise include as part of the Divestiture Process, for the reasons set forth herein.
7. Pursuant to paragraph 32(c) of the Initial Order, the Petitioners were granted the right to convey, transfer or dispose of certain property, outside of the ordinary course of business, in whole or in part, provided only that the price in each case does not exceed \$500,000 (or \$2,000,000 in the aggregate), the whole for the purposes of facilitating the orderly wind down or restructuring of the business and financial affairs of the Petitioners.
8. The Petitioners are now in a position to proceed with the sale of certain surplus inventory which they own and which is in their possession.
9. Because the value and anticipated purchase price of the assets being the object of the present motion exceed the aforementioned threshold of \$500,000 for transactions outside of the ordinary course, the Petitioners seek this Honourable Court’s authorization to proceed with the contemplated sale.

II. **THE TRANSACTION**

10. The Petitioners respectfully request that this Honourable Court render the orders sought herein to, *inter alia*, authorize and approve the sale and transfer of the assets comprising the surplus inventory identified at Schedule A hereto (the “**Redundant Parts**”) to Inventory Navigators, LLC (“the **Purchaser**”), in accordance with the terms of the Purchase Order (as defined below), and that this Honourable Court issue a vesting order and certain ancillary orders accordingly.
11. The transaction contemplated by the Petitioners and the Purchaser (the “**Transaction**”) will allow the Petitioners to obtain the best possible value for the Redundant Parts .

12. The Redundant Parts at issue are not integral to the activities of the Petitioners, or to any of the lines of business and divisions which they operate and which are the object of the Divestiture Order, such that their sale will not affect the ongoing Divestiture Process.
13. Indeed, the Redundant Parts would not be required by parties acquiring the lines of business and/or divisions that would be divested in the context of the Divestiture Process.
14. As appears from the Monitor's Fourth report, to be filed in support of the present motion, all of the Redundant Parts are engine-related and support the CFM56 product line made up of 5 Part Families for a total of 149 units, and represent a very minor fraction of only 5.4% of the total gross repairable/rotable pool of CFM56 inventory currently on hand and only 2.6% of the total gross inventory of the Engine Business unit.
15. Moreover, the Redundant Parts were not of the type overhauled or repaired by Petitioners but, when applicable, were overhauled by outside vendors. The Redundant Parts were carried in the Petitioners' inventory for mere convenience—they provided the opportunity for the Petitioners to readily exchange certain parts in certain limited circumstances—rather than due to any mandatory operational requirement or to support any obligations or commitments of the Petitioners.
16. None of the Redundant Parts constitute goods sold and delivered by an unpaid supplier in the 30 day period prior to the Initial Order ("**30-Day Goods**") for the purposes of and within the meaning of Section 81.1 of the *Bankruptcy and Insolvency Act*, the whole as appears from copies of the receipts, certificates and other documentation evidencing the date of the receipt and delivery of the Redundant Parts, communicated herewith as **Exhibit R-1**.
17. It is submitted that, it is not necessary for the Petitioners to continue to carry the Redundant Parts which would not provide a strategic benefit to potential purchasers. As such, the Transaction constitutes a valid opportunity for the Petitioners to sell the Redundant Parts without causing a negative impact to the value of the engine business in whole or in part, the whole as appears from the Monitor's Fourth report.
18. The Purchaser has validated and inspected the Redundant Parts and is satisfied with the due diligence it has conducted.
19. The Purchaser is an experienced and sophisticated company within the industry, and is a logical purchaser of such assets.
20. The purchase price that has been offered by the Purchaser for the Redundant Parts is **\$593,450USD** plus any applicable taxes (the "**Purchase Price**"). The Purchaser has accepted the Petitioners' proposed terms and conditions for the Transaction; namely, that the sale be without any warranty and that the funds required to effect the

Transaction will be paid in full in advance of shipment, the whole as appears from a copy of the purchase order communicated herewith as Exhibit R-2 (the "Purchase Order").

21. The Petitioners consider that the Purchase Price and the terms and conditions of the Transaction are favourable for the Petitioners in the current circumstances.
22. It is therefore respectfully submitted that it is in the interests of the Petitioners, the stakeholders and in the interests of justice that the Petitioners be authorized by this Honourable Court to proceed with the Transaction and that the Court ratify same.
23. Petitioners anticipate being able to make the payments referenced in subsection 36(7) of the CCAA from the proceeds of the Divestiture Process.
24. The Redundant Parts are and were at all times situated only in the Province of Quebec;
25. The only beneficiaries of deemed trusts and secured creditors that are likely to be affected by the proposed sale are the Mis-en-cause who hold either deemed trust claims or universal movable hypothecs as appears from the updated RDPRM search report communicated as Exhibit R-3; for greater certainty Breof/Belmont BAN L.P. is not affected as its movable hypothec pertains only to property located in the head office and Components Division building whereas the Redundant Parts are and were located in the Engine Division building at all times.
26. In view of the universal nature of the Charges under the CCAA, the deemed trusts and the applicable universal movable hypothecs granted in favour of the Mis-en-cause, the proceeds of sale will automatically be subject to such Charges, deemed trusts and universal hypothecs 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 will attach to the proceeds of sale and stand in place and stead of the Redundant Parts. It is intended by the Petitioners that the proceeds of sale will be used by Petitioners to continue their operations while conducting the Divestiture Process for the ultimate general benefit of all stakeholders, including the Mis-en-cause according to their interests.
27. None of the other parties mentioned at Exhibit R-3 have an interest in the Redundant Parts.
28. It is moreover respectfully submitted that it is urgent that this Honourable Court approve and authorize the Transaction and that the said Transaction be completed without delay considering, *inter alia*, that:
 - a) the Purchaser has indicated that time is of the essence in that the expediency with which the Transaction would take place is a significant consideration, due namely to the immediate and urgent use to which it needs the Redundant Parts;

- b) the terms and conditions of the Transaction are favourable for the Petitioners and it is unlikely that the Petitioners would obtain such a favourable purchase price, terms and conditions in the future if the Transaction is not completed;
- c) if the Petitioners are precluded from effecting the Transaction, this would be prejudicial to the Petitioners and their stakeholders.

III. **VESTING ORDER**

- 29. The Transaction contemplates the transfer and conveyance of the Redundant Parts, free and clear of all hypothecs, liens, charges and encumbrances.
- 30. Accordingly, the Petitioners respectfully seek an order from this Honourable Court vesting the Redundant Parts in the Purchaser, free and clear of such charges and encumbrances, upon closing of the Transaction.
- 31. It is submitted that such a vesting order is in the best interests of the Petitioners and of all stakeholders and is essential to the completion of the Transaction, and thus to the maximization of amounts available to the stakeholders.

WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

- [1] **GRANT** the present *Motion for an Order Authorizing the Sale of Certain Assets of the Petitioners and for a Vesting Order*;
- [2] **DECLARE** sufficient and valid the service and notice of this Motion and **DISPENSE** with further service or notice thereof;
- [3] **AUTHORIZE** and **RATIFY** the Transaction contemplated by the Petitioners and the Purchaser, as set forth in the Purchase Order, Exhibit R-2, and dated April 19, 2012;
- [4] **AUTHORIZE** the sale, transfer and conveyance of the Redundant Parts identified at Schedule A hereof pursuant to the Purchase Order, Exhibit R-2;
- [5] **AUTHORIZE** the Petitioners and the Monitor to take any and all actions necessary to proceed with the Transaction, including, without limiting the generality of the foregoing, to execute any and all documents that may be necessary or useful for the consummation of the Transaction by the Petitioners;
- [6] **ORDER** and **DECLARE** that, upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as **Schedule B** hereto (the "**Monitor's Certificate**"), all of the Petitioners' right, title, benefit and interest in and to the Redundant Parts, shall vest absolutely in the Purchaser, free and

clear of and from any all rights, titles, interests, security interests (whether contractual, statutory, or otherwise), hypothecs (legal or contractual), prior claims, mortgages, pledges, trusts or deeds of trust (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, conditional sale arrangements, 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, 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 be herein referred to as the "Claims", including, without limiting the generality of the foregoing:

- (i) any encumbrance or charge created by the Initial Order, as amended, rendered by the Honourable Mark Schrager, j.s.c., or by any other order of this Honourable Court in these proceedings;
- (ii) all charges, security interests or claims evidenced by registration at or with the Quebec Personal and Movable Real Rights Registry (Québec) ("RDPRM"), 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;

For greater certainty, **ORDER** and **DECLARE** that all encumbrances and Claims affecting or relating to the Redundant Parts, upon delivery of the Monitor's Certificate, be and are expunged and discharged as against the Redundant Parts;

- [7] **ORDER** that, upon receipt of a copy of the signed Monitor's Certificate and of the closing of the Transaction, counsel for the Petitioners are irrevocably authorized to discharge or reduce such Claims and any encumbrances;
- [8] **ORDER** that, upon receipt of a copy of the signed Monitor's Certificate, the Petitioners are authorized to receive payment of the Purchase Price from the Purchaser;
- [9] **DECLARE** that the Transaction and sale shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioners 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the CCAA, Section 1631 *et seq.* of the *Civil Code of Québec*, S.Q. 1991, c. 164 ("C.C.Q.") or any other applicable federal or provincial legislation;

- [10] **DECLARE** that the judgment to be rendered herein constitutes the only authorization required by the Petitioners to proceed with the Transaction and, for greater certainty, **DECLARE** that the parties involved in the Transaction are exempt from requiring or obtaining any authorization that may be required from any person or other authority whatsoever;
- [11] **DECLARE** that the Transaction shall be considered as a forced sale under judicial authority as per the provisions of the C.C.Q.;
- [12] **DECLARE** that the proceeds of sale of the Redundant parts (the “**Proceeds**”) shall stand in place and stead of the Redundant Parts and all Claims shall attach to the Proceeds with the same priority as they had with respect to the Redundant parts immediately prior to the sale, as if the Redundant Parts had not been sold;
- [13] **ORDER** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a certified copy of the Order to be rendered herein and the Monitor’s Certificate, to reduce the scope of the hypothecs listed in **Schedule C** hereto in connection with the Redundant Parts and to cancel, release and discharge all of the encumbrances from the Redundant Parts of the Petitioners in order to allow the transfer to the Purchaser of the Redundant Parts, free and clear of any and all encumbrances created by those hypothecs or charges;
- [14] **ORDER** and **DIRECT** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after execution and delivery thereof;
- [15] **ORDER** that neither the Purchaser nor any affiliate thereof shall assume or be deemed to assume any liabilities or obligations whatsoever of any of the Petitioners or the Mis en cause (other than as expressly assumed under the terms of the Transaction or of the Order to be rendered herein);
- [16] **ORDER** that the Purchase Order, Exhibit R-2, and any related or ancillary agreements shall not be repudiated, disclaimed or otherwise compromised in these proceedings;
- [17] **ORDER** that all persons shall cooperate fully with the Petitioners and the Mis en cause, the Purchaser and their respective affiliates and the Monitor and do all such things that are necessary or desirable for the purposes of giving effect to and in furtherance of the Order to be rendered herein, the Purchase Order and the Transaction;
- [18] **REQUEST** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of

America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

- [19] **ORDER** that this Order shall have full force and effect in all provinces and territories in Canada;
- [20] **ORDER** the provisional execution of the order to be rendered herein, notwithstanding appeal;
- [21] **THE WHOLE WITHOUT COSTS**, save and except in the event of contestation, in which case, with costs against the contesting party.

Montréal, April 23, 2012

Fraser Milner Casgrain LLP

FRASER MILNER CASGRAIN LLP

Attorneys for Petitioners

SCHEDULE A
List of Redundant Parts

ITEM #	INAV PO#	MPN	DESCRIPTION	QUAN TITY	CONDITION
1	P1599	338-108-608-0	LPT NGV STAGE 1	7	OVERHAULED
2	P1599	338-108-608-0	LPT NGV STAGE 1	1	OVERHAULED
3	P1599	338-108-608-0	LPT NGV STAGE 1	1	OVERHAULED
4	P1599	338-108-608-0	LPT NGV STAGE 1	1	OVERHAULED
5	P1599	338-108-608-0	LPT NGV STAGE 1	1	OVERHAULED
6	P1599	338-108-608-0	LPT NGV STAGE 1	8	NEW
7	P1599	338-108-708-0	LPT NGV STAGE 1	1	OVERHAULED
8	P1599	338-108-708-0	LPT NGV STAGE 1	1	OVERHAULED
9	P1599	338-108-708-0	LPT NGV STAGE 1	1	OVERHAULED
10	P1599	338-108-708-0	LPT NGV STAGE 1	1	OVERHAULED
11	P1599	338-112-651-0	OUTER SEGMENT SEAL	18	OVERHAULED
12	P1599	338-112-651-0	OUTER SEGMENT SEAL	18	OVERHAULED
13	P1599	338-112-606-0	OUTER SEGMENT SEAL	2	NEW
14	P1599	338-112-606-0	OUTER SEGMENT SEAL	2	NEW
15	P1599	1893M42G02	HPT HANGER	8	OVERHAULED
16	P1599	1893M42G02	HPT HANGER	3	OVERHAULED
17	P1599	1808M61G04	HPT HANGER	2	OVERHAULED
18	P1599	1808M61G04	HPT HANGER	1	OVERHAULED
19	P1599	1808M61G04	HPT HANGER	1	OVERHAULED
20	P1599	1808M61G04	HPT HANGER	1	OVERHAULED
21	P1599	1808M61G04	HPT HANGER	3	OVERHAULED
22	P1599	1808M61G04	HPT HANGER	1	OVERHAULED
23	P1599	1808M61G04	HPT HANGER	2	OVERHAULED
24	P1599	1808M61G04	HPT HANGER	1	OVERHAULED
25	P1599	1808M61G06	HPT HANGER	13	NEW
26	P1599	1808M61G06	HPT HANGER	11	NEW
27	P1599	1808M61G07	HPT HANGER	14	OH
28	P1599	2080M28P01	HPT SHROUD	3	OH
29	P1599	2086M14G02	HPT NGV	21	OH
30	P1599	2080M35G02	HPT NGV	1	OH
31					
32					

SCHEDULE B
Superior Court of Quebec 500-11-042345-120
Monitor's Certificate
(Pursuant to the order rendered by Hon. Mark Schrager, j.s.c., on April ● 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 and April 5, 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 "CCA");

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

Pursuant to an Order of the Court dated April ●, 2012, (the "Authorization of Sale and Vesting Order") the Court, *inter alia*, authorized and approved the transaction and conveyance of certain surplus inventory and parts (the "Redundant Parts") by and between the Petitioners on the one hand, and Inventory Navigators, LLC, 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 Redundant Parts, 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 Redundant Parts 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 APRIL, 2012.

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

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

SCHEDULE C

Hypothecs registered at RDPRM to be reduced by Registrar

I. **AVEOS HOLDING COMPANY (AS FONDÉ DE POUVOIR) :**

➤ 07-0588163-001

➤ 09-0091541-0001

II. **WELLS FARGO BANK, NATIONAL ASSOCIATION (AS FONDÉ DE POUVOIR) :**

➤ 10-0140297-0001

III. **CRÉDIT SUISSE AG, CAYMAN ISLANDS BRANCH (AS FONDÉ DE POUVOIR) :**

➤ 10-0140353-0001

AFFIDAVIT

I, the undersigned, **HEATHER BRODIE**, 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:

1. I am a principal of R.e.l. Group Inc. and the duly authorized representative of the Chief Restructuring Officer of the Petitioners in the present matter;
2. All of the facts alleged in the present Motion are true.

AND I HAVE SIGNED:



HEATHER BRODIE

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



COMMISSIONER OF OATHS FOR THE
PROVINCE OF QUÉBEC



NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that the *Motion for an order authorizing the sale of certain assets of the Petitioners and for a vesting order* will be presented before the Honourable Mark Schrager, 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 a room, at a date and at a time to be subsequently confirmed in a New Notice of Presentation .

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, April 23, 2012



FRASER MILNER CASGRAIN LLP
Attorneys for Petitioners

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

Commercial Division
(Sitting as a court designated pursuant to the
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

LIST OF EXHIBITS

Exhibit R-1:	Copies of receipts, certificates and other documentation evidencing the date of receipt and delivery of Redundant Parts;
Exhibit R-2:	Copy of the Purchase Order .
Exhibit R-3	Updated RDPRM Report

Montréal, April 23, 2012



FRASER MILNER CASGRAIN LLP
Attorneys for Petitioners

No. 500-11-042345-120

SUPERIOR COURT (Commercial Division)
DISTRICT OF MONTRÉAL

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

AVEOS FLEET PERFORMANCE INC. / AVEOS
PERFORMANCE AÉRONAUTIQUE INC.

And

AERO TECHNICAL US, INC.

Petitioners

And

FTI CONSULTING CANADA INC.

Monitor

Ari Y. Sorek File: 548732-1

**MOTION FOR AN ORDER AUTHORIZING THE SALE OF
CERTAIN ASSETS OF THE PETITIONERS AND FOR A VESTING
ORDER, AFFIDAVIT, NOTICE OF PRESENTATION LIST OF
EXHIBITS AND EXHIBIT R-1 TO R-3**

ORIGINAL



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