

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

NO: 500-11-042345-120

DATE: December 14, 2012

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**PRESIDING: THE HONOURABLE MARK SCHRAGER, J.S.C.**

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***IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED, OF:***

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

and

**AERO TECHNICAL US, INC.**

Insolvent Debtors/Petitioners

and

**FTI CONSULTING CANADA INC.**

Monitor

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**ORDER AMENDING THE INITIAL ORDER**

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- [1] **ON READING** Petitioners' *Motion for an Amendment to the Initial Order* (the "**Motion**") pursuant to Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**"), the affidavit of Jonathan Solursh filed in support thereof, the Eighteenth Report

to the Court submitted by the Monitor, FTI Consulting Canada Inc, relying upon the submissions of counsel and being advised that the parties on the Service List as at December 12, 2012 were given prior notice of the presentation of the Motion;

- [2] **CONSIDERING** the *Initial Order* issued by this Court (Hon. Mark Schrager, J.S.C.) on March 19, 2012 (as amended and restated, the "**Initial Order**") and the *Order Appointing a Chief Restructuring Officer* (the "**CRO Order**") issued by this Court (Hon. Mark Schrager, J.S.C.) on March 20, 2012;
- [3] **SEEING** the provisions of the CCAA;

**WHEREFORE, THE COURT:**

- [4] **GRANTS** the *Motion for an Amendment to the Initial Order*;
- [5] **DECLARES** that all capitalized terms not otherwise defined in the present Order shall have the meaning ascribed to them in the Initial Order, or, otherwise, in the Motion;
- [6] **DECLARES** 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 any further requirements for service or notice thereof are hereby dispensed with;
- [7] **ORDERS AND DECLARES** that paragraph 32 of the Initial Order, as amended and restated, now reads as follows:

**M) Restructuring**

- [32] **DECLARES** that, to facilitate the orderly wind down or restructuring of their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA, the Petitioners shall have the right to:
- a) permanently or temporarily cease, downsize or shut down any of the operations or locations as it deems appropriate and make provision for the consequences thereof in the Plan or otherwise;
  - b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 of the CCAA, and under reserve of subparagraph c);

- c) convey, transfer, assign, lease, or in any other manner dispose of the Property, outside of the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$500,000 or \$2,000,000 in the aggregate, save and except that no Property necessary for the completion of work in process may be disposed of without the authorization of the Court;
  - d) terminate the employment of such of the employees or temporarily or permanently lay off such of the employees as it deems appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Petitioners and such employee, or failing such agreement, make provision to deal with, any consequences thereof in the Plan or otherwise, as the Petitioners may determine;
  - e) subject to the provisions of section 32 of the CCAA, disclaim or resiliate, any of the agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Petitioners and the relevant party, or failing such agreement, to make provision for the consequences thereof in the Plan;
  - f) subject to section 11.3 of the CCAA, assign any rights and obligations of Petitioners; and
  - g) notwithstanding anything else contained herein, with the prior written consent of the Monitor and of the Administrative Agent for the Third Party Secured Lenders, enter into a lease for a term not exceeding 10 years, with renewal rights for up to an additional 10 years, in respect of all or any portion of the building used by the Petitioners' Engine Maintenance Centre and constituting the Immovable (as defined at paragraph [50.1] of this Order), but subject to any applicable covenants, undertakings and obligations affecting the building and, to the extent applicable, the land, including the sublease in favour of Air Canada;
- [8] **ORDERS** the provisional execution of the present Order, notwithstanding any appeal and without the necessity of furnishing any security;
- [9] **THE WHOLE WITHOUT COSTS.**

COPIE CONFORME  
*Daniel Abou*  
Greffier adjoint

*Mark Schragger*  
MARK SCHRAGER, J.S.C.

Hearing date: December 14, 2012

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**Me Bernard Boucher**  
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**Me Louis P. Bélanger**  
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