

Delivered By Electronic Mail and Original By Hand

August 9th, 2012

“STRICTLY CONFIDENTIAL”

AVEOS FLEET PERFORMANCE INC.

2311 Alfred Nobel Blvd.
BAN 3, 4th Floor
Montreal, QC H4S 2B6

Attention: Mr. Jonathan Solorsh, Chief Restructuring Officer

Subject: Purchase agreement for a certain contract of Aveos Fleet Performance Inc.
Engine MRO Contract

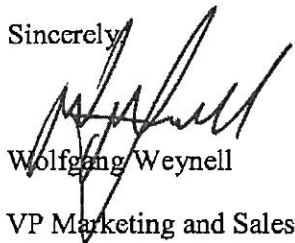
Dear Sirs:

The undersigned (the “**Purchaser**”) is pleased to present its offer to purchase a certain contract of Aveos Fleet Performance Inc. (the “**Purchased Contract**”) for a purchase price of _____ Dollars (_____). The Purchaser’s offer to purchase is subject to the terms and conditions set forth in the purchase agreement signed by the undersigned and attached to this letter (the “**Agreement**”).

Without making any commitment, the Purchaser is interested in investigating different scenarios under which some of the services under the Purchased Agreement like light shop visits and on site maintenance, may be performed in Montreal.

Schedule “A” attached hereto sets forth details as to the Purchaser’s financial advisors and legal counsel.

Sincerely,


Wolfgang Weynell

VP Marketing and Sales

Lufthansa Technik AG

SCHEDULE "A"

1. FINANCIAL ADVISORS AND LEGAL COUNSEL

FINANCIAL ADVISORS	LEGAL COUNSEL
Firm: n/a Contact Person: n/a Telephone: n/a E-mail: n/a	Firm: Fasken Martineau DuMoulin LLP Contact Person: Alain Riendeau Telephone: 514-397-7678 E-mail: ariendeau@fasken.com



PURCHASE AGREEMENT made as of the 9st day of August, 2012.

BETWEEN: **Lufthansa Technik AG**, a corporation governed by the German Law, having its registered office at Weg beim Jäger 193, 22335 Hamburg, herein represented by Wolfgang Weynell Weg beim Jäger 193, 22335 Hamburg,

(the “**Purchaser**”):

AND: **AVEOS FLEET PERFORMANCE INC.**, a corporation governed by the *Canada Business Corporations Act*, having an office at 2311 Alfred Nobel, BAN 3, 4th Floor, Montreal, Québec, H4S 2B6, herein represented by Jonathan Solursh, Chief Restructuring Officer,

(“**Aveos**” or the “**Corporation**”);

(the Purchaser and the Corporation hereinafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”).

RECITALS:

WHEREAS the capitalized terms in these Recitals have the meaning ascribed thereto in Section 1 hereof;

WHEREAS on March 19, 2012, Aveos and Aero Technical US, Inc. filed a Petition for the Issuance of an Initial Order pursuant to the CCAA before the Court;

WHEREAS pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as Monitor of Aveos and Aero Technical US, Inc.;

WHEREAS on March 20, 2012, the Court issued an Order for the Appointment of a Chief Restructuring Officer;

WHEREAS on April 18, 2012, Aveos filed a Motion for Approval of the Divestiture Process and the procedures set forth in the DP Document; and

WHEREAS on April 20, 2012 the Court issued the Divestiture Process Order approving the Divestiture Process described therein.



NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The capitalized terms used in this document have the following meanings:

- (a) **"Agreement"** means this purchase agreement, as same may be amended or restated by the Parties from time to time;
- (b) **"Aveos"** or the **"Corporation"** has the meaning ascribed to such term in the preamble;
- (c) **"CCAA"** means the *Companies' Creditors Arrangement Act* (Canada);
- (d) **"CCAA Proceedings"** means the proceedings by Aveos before the Court under the CCAA;
- (e) **"Certificate of the Monitor"** means the certificate to be filed at Court by the Monitor confirming that the Transaction has been completed;
- (f) **"Charges"** means all security interests, hypothecs, priorities, charges, pledges, liens, encumbrances, claims or other restrictions thereon, including the charges granted pursuant to the Initial Order or other Orders;
- (g) **"Closing"** means the completion of the Transaction pursuant to this Agreement on the Closing Date;
- (h) **"Closing Date"** means the day on which the Vesting Order is issued, provided that such date is no later than August 15, 2012 or such other date as mutually agreed upon by the Parties;
- (i) **"Court"** means the Superior Court of Quebec, Commercial Division;
- (j) **"DP Document"** means the document summarizing the Divestiture Process dated April 20, 2012 and its schedules, as may be amended or supplemented from time to time;
- (k) **"Deposit"** has the meaning set out in Section 3.2 hereof;
- (l) **"Divestiture Process"** means the process described in the DP Document and its schedules, as may be amended or supplemented from time to time;
- (m) **"Divestiture Process Order"** means the Order approving the Divestiture Process rendered on April 20, 2012 by the Court;
- (n) **"DLH"** means Deutsche Lufthansa AG and includes any successor thereof;



- (o) **"Initial Order"** means the Order issued by the Court on March 19, 2012, (as amended and restated on March 30, 2012, April 5, 2012 and May 7, 2012) and as may be further amended from time to time;
- (p) **"LHT"** means Lufthansa Technik AG and includes any successors thereto;
- (q) **"Monitor"** means FTI Consulting Canada Inc. as Monitor of Aveos appointed pursuant to the Initial Order;
- (r) **"Order"** means any order rendered by the Court in the CCAA Proceedings;
- (s) **"Purchase Price"** means the purchase price for the Purchased Contract as set out in Section 3.1;
- (t) **"Purchased Contract"** has the meaning set forth in Section 2.1 hereof;
- (u) **"Transaction"** means the transaction of purchase and sale contemplated by this Agreement; and
- (v) **"Vesting Order"** means a final executory Order of the Court approving a sale and vesting of the Purchased Contract, free and clear of the Charges, substantially in the form attached hereto as Schedule 1.1(v).

1.2 Recitals and Schedules

The above recitals and the following schedules shall form part of the Agreement:

- Schedule 1.1(v) - Vesting Order
- Schedule 2.1 - Purchased Contract
- Sub-schedule 2.1(a) - Copy of the Purchased Contract
- Schedule 3.2 - Wire Transfer Instructions

2. PURCHASE AND SALE OF PURCHASED CONTRACT

2.1 Purchased Contract

The Corporation hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase, on the Closing Date, Aveos' right, title and interest in and to the contract identified in Schedule 2.1 (the **"Purchased Contract"**), unamended as of the date hereof.

3. PURCHASE PRICE

3.1 Aggregate Purchase Price

The aggregate purchase price for the Purchased Contract payable by the Purchaser shall be (-Dollars) subject to any adjustment in accordance with this Agreement (the **"Purchase Price"**).



3.2 Deposit

In connection with this Agreement, the Purchaser has to submit a deposit () Dollars () (the "Deposit"), of which (US-Dollars four hundred fifty-thousand) has already been submitted and paid in full to the account of Fraser Milner Casgrain in Trust as per the wire transfer instructions attached hereto as Schedule 3.2. A remainder of () Dollars shall be payable upon delivery of this Agreement by wire transfer to the account of Fraser Milner Casgrain in Trust as per the wire transfer instructions attached hereto as Schedule 3.2, to be held in trust in a non-interest-bearing account in Canada with a Schedule 1 bank under the terms and conditions of this Agreement.

3.3 Refund of Deposit

The Deposit shall be returned to the Purchaser forthwith without interest:

- (a) If the offer contained in this Agreement is not accepted by the Corporation on or before 5:00 p.m. (Montreal Time) on August 15th, 2012 or any later date subsequently agreed to by the Purchaser in writing; or
- (b) If the offer contained in this Agreement is accepted but the Transaction is not completed because any of the conditions set forth in Section 7.1 are not or cannot be satisfied on or before the Closing Date; or
- (c) If the Transaction is not completed on or before the Closing Date for reasons that are not under the control of the Purchaser.

3.4 Use of Deposit

- (a) Upon completion of the Transaction on the Closing Date, the Deposit will be credited against the Purchase Price.
- (b) If the offer contained in this Agreement is accepted and the Transaction is not completed on or before the Closing Date for reasons that are entirely under the control of the Purchaser, and provided that all other conditions precedent provided in the Agreement have been met or waived in accordance with this Agreement, the Deposit shall be deemed forfeited by the Purchaser without prejudice to any further right or claim of the Corporation to any damages, costs or expenses payable by the Purchaser.

3.5 Payment of Purchase Price

The Purchaser shall pay the balance of the Purchase Price (being the Purchase Price less the Deposit) by wire transfer, certified cheque or bank draft, to Fraser Milner Casgrain in trust, to be released to the Corporation upon the issuance of the Certificate of the Monitor contemplated by the Vesting Order.



3.6 Taxes

The Purchaser shall be liable for and shall pay all taxes, duties or other like charges properly payable by a purchaser upon and in connection with the conveyance and transfer of the Purchased Contract by the Corporation. All required parties shall jointly execute such elections as are permitted under Section 167 of the *Excise Tax Act* (Canada) and Section 75 of *An Act respecting the Quebec Sales Tax* in the forms prescribed for such purposes, in order that the sale of the Purchased Contract shall occur, if possible, without any goods and services tax, harmonized sales tax or Quebec sales tax being payable in connection therewith. The Purchaser shall be responsible for filing such election forms with the appropriate authorities. The Purchaser hereby undertakes to indemnify the Corporation and its directors and officers, for any and all losses, claims, charges, damages, fines, penalties, assessments, costs, expenses or other liabilities suffered by the Corporation as a result of the Purchaser's failure to duly pay or remit any taxes, duties or other like charges to governmental authorities when due.

4. CLOSING

At Closing, each Party shall exchange executed copies of all such documents and do such things as may be reasonably required in order to convey the Purchased Contract to the Purchaser including, but not limited to, assignments and any transfer forms required for filing in any applicable government offices, and take such further action as may be reasonably required to more effectively complete the Transaction as provided for herein. On August 13th, 2012 the Parties shall remit executed copies of the foregoing documents to the Corporation's counsel to be held in escrow pending the obtaining of the Vesting Order. For the avoidance of doubt, such documents shall be considered null and void in case the Transaction is not completed on the Closing Date.

5. POST-CLOSING COOPERATION

The Parties shall, from and after the Closing Date, cooperate as may be reasonably required so that the Purchased Contract is conveniently transferred to the Purchaser without delay. In furtherance of the foregoing, the Corporation undertakes to (i) serve Air Canada with notice of the assignment of the Purchased Contract, and (ii) remit a full copy of the Purchased Contract to the Purchaser, in both cases immediately following the Closing on the Closing Date.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Corporation that:

- (a) it is a corporation duly incorporated and organized and validly subsisting and has the corporate power and capacity and is duly qualified to own or lease its property and to enter into this Agreement and each of the agreements, documents and instruments to be entered into by it in connection with this Agreement and to perform its obligations hereunder and thereunder and is duly qualified to do business in each jurisdiction in which the Purchased Contract makes such qualification necessary;



- (b) this Agreement and each of the agreements, documents and instruments contemplated hereby has been duly authorized, executed and delivered by it and is a legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except for equitable recourses which may be granted only in the discretion of a court of competent jurisdiction and no other corporate proceedings or approvals are necessary to authorize this Agreement and each of the agreements, documents and instruments contemplated hereby;
- (c) it has had an opportunity to conduct and has completed any and all required due diligence regarding the Purchased Contract; and
- (d) it (i) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Contract and (ii) has reviewed and accepted in full the terms and conditions of the Divestiture Process and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Contract or the completeness of any information provided in connection with the Divestiture Process.

6.2 Representation and Warranty of the Corporation

The Corporation represents and warrants to the Purchaser that Purchased Contract has not been amended, replaced or restated since the date thereof.

6.3 No Warranties from the Corporation

The Purchaser acknowledges that the Purchased Contract is being acquired on an "as is, where is, at risk and perils of the Purchaser basis", without any representations or warranties, legal or otherwise, as to title, quantity, quality, certification, fitness for purpose or otherwise, save and except for those limited representations and warranties included herein.

7. CONDITIONS TO THE TRANSACTION AND TERMINATION

7.1 Reciprocal Conditions to the Transaction

The obligations of the Purchaser and the Corporation with respect to the Transaction are subject to the following conditions:

- (a) the Vesting Order shall have been issued and this Agreement shall have been approved by the Court on or before August 15, 2012;
- (b) the Corporation and the Purchaser shall each have executed and delivered the documents contemplated in Section 4 hereof; and
- (c) the Monitor shall have filed the Certificate of the Monitor in the Court record.



7.2 Conditions to the Transaction for the Exclusive Benefit of the Corporation

The obligations of the Corporation with respect to the Transaction are subject to the Purchaser having satisfied all of its obligations under this Agreement.

7.3 Termination of this Agreement

In the event that any of the conditions provided at Sections 7.1 and 7.2 are not met or waived by the Party in favour of which any such condition is made within the applicable delays provided in this Agreement, then this Agreement shall terminate and, subject to Section 3.4(b) hereof, the Purchaser shall recover the full amount of the Deposit on demand by the Purchaser, without any reduction or set-off, and the Parties shall have no further recourses under this Agreement.

8. GENERAL PROVISIONS

8.1 Survival of Obligations, Representations and Warranties

The obligations of the Purchaser contained in this Agreement, including the obligations set forth in Section 3.6 hereof, as well as the representations and warranties of the Purchaser contained in this Agreement, shall survive the Closing and shall continue in full force and effect from the date hereof for the benefit of the Corporation.

8.2 Confidentiality

Subject to the requirements of applicable law, neither the Corporation nor the Purchaser nor any of their respective affiliates, employees, agents or other representatives shall make any news releases or any public disclosure with respect to this Agreement or the Transaction without the prior written consent of the other Party.

8.3 Expenses

Each party shall pay its own fees, costs and expenses in connection with the Transaction.

8.4 Currency

All amounts stated herein are in Dollars, except as especially provided to the contrary.

8.5 Counterparts

This Agreement may be executed in any number of counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.6 Expiration

The offer set forth in this Agreement is irrevocable and remains open for acceptance by the Corporation until 5:00 p.m. (Montreal time), on August 15th, 2012 or such later date as mutually agreed to by the Corporation and the Purchaser.



8.7 Further Assurances

Each of the Parties shall, from time to time at the other's request and expense and without further consideration, execute and deliver such other documents and take such further action as the other may reasonably require to more effectively complete any matter provided for herein.

8.8 Applicable Law

The Agreement and all agreements contemplated hereby or accessory hereto shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

8.9 No Modification

This Agreement may only be modified or amended in writing, by all the Parties hereto.

8.10 Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Purchaser shall not assign its rights under this Agreement without the prior written consent of the Corporation; provided, however, that the Purchaser may assign its rights hereunder to an affiliate or subsidiary which it controls without obtaining the consent of the Corporation but shall remain solidarily liable with the assignee for all obligations hereunder.

8.11 Notices

All communications (including, without limitation, all notices, acceptances, consents and approvals) provided for or permitted hereunder shall be in writing, personally delivered or sent by facsimile or electronic transmission at:

- (a) To the Purchaser:

Lufthansa Technik AG
Weg beim Jaeger 193, 22335 Hamburg

Attention: Gunther Kruse
E-mail: Gunther.Kruse@lht.dlh.de
Telephone Number: +49 40 5070 1818
Fax Number: +49 40 5070 981818



with a copy to:

Lufthansa Technik AG
Weg beim Jaeger 193, 22335 Hamburg

Attention: General Counsel HAM TV/J
E-mail: hamtvj@lht.dlh.de
Telephone Number: +49-40-5070-2843
Fax Number: +49-40-5070-4909

(b) To the Corporation:

Aveos Fleet Performance Inc.
2311 Alfred Nobel Blvd.
BAN 3, 4th Floor,
Montréal, Québec H4S 2B6

Attention: Jonathan Solursh, Chief Restructuring Officer
E-mail: jsolursh@relgrp.com
Telephone Number: 514-856-6767
Fax Number: 514-856-7420

with a copy to:

Fraser Milner Casgrain LLP
1 Place Ville-Marie
Suite 3900
Montréal, Québec H3B 4M7

Attention: Mr. Roger Simard
E-mail: Roger.simard@fmc-law.com
Telephone Number: 514-878-5834
Fax Number: 514-866-2241

Any party hereto may change its address for service from time to time by notice in the manner herein provided.

8.12 English Language

The Parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que les documents, y compris tout avis s'y rattachant, soient rédigés en anglais seulement.

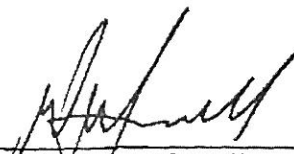
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IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the day and year first written above.

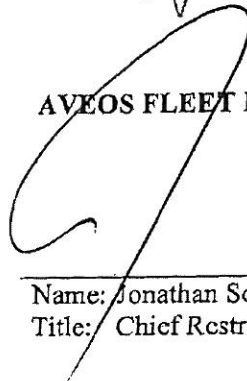
LUFTHANSA TECHNIK AG

Per:


Name: Wolfgang Weynell
Title: Vice President Marketing & Sales

AVEOS FLEET PERFORMANCE INC.

Per:


Name: Jonathan Solursh
Title: Chief Restructuring Officer

SCHEDULE 1.1(v)

VESTING ORDER

**SUPERIOR COURT
(Commercial Division)**

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

NO: 500-11-042345-120
DATE: August 14, 2012

PRESIDING: THE HONOURABLE JEAN-YVES LALONDE, J.S.C.

***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.

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

AGENCE DU REVENU DU QUÉBEC

and

CANADA REVENUE AGENCY

and

REGISTRAR OF THE PERSONAL AND MOVABLE REAL RIGHTS REGISTER OF QUEBEC

and

LUFTHANSA TECHNIK AG

Mis en cause

APPROVAL AND VESTING ORDER
(Air Canada Contract)

- [1] **ON READING** the *Motion for an Order Authorizing the Assignment of a Contract by the Petitioners and for a Vesting Order (Air Canada Contract)* pursuant to Sections 11 and 36 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**") and the affidavit of the Chief Restructuring Officer, Mr. Jonathan Solorsh, filed in support thereof;
- [2] **CONSIDERING** the Twelfth Report to the Court submitted by the Monitor, FTI Consulting Canada Inc.;
- [3] **CONSIDERING** the submissions of counsel and being advised that the interested parties were given prior notice of the presentation of the Motion;
- [4] **SEEING** the provisions of the CCAA;

WHEREFORE, THE COURT:

- [5] **GRANTS** the Motion for an Order Authorizing the Assignment of a Contract by the Petitioners and for a Vesting Order (Air Canada Contract) (the "**Motion**");
- [6] **DECLARES** sufficient and valid the service and notice of the Motion on all persons and **DISPENSES** with any further requirements for service or notice thereof;
- [7] **DECLARES** 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;

- [8] **AUTHORIZES** Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc. (hereinafter "**Aveos**") to enter into and give effect to the asset purchase agreement, being **Exhibit P-1** to the Motion, (the "**LHT Agreement**") between Aveos and Lufthansa Technik AG (together with any designated affiliate, the "**Purchaser**");
- [9] **AUTHORIZES** and **RATIFIES** the LHT Agreement and the transaction contemplated therein (the "**Transaction**"), and **ORDERS** that Exhibit P-1 be sealed and that a redacted copy removing financial or confidential information therefrom be filed in the Court record and made available to the Service List;
- [10] **AUTHORIZES** the assignment of the Engine Maintenance Services Agreement between Aveos and Air Canada dated May 30, 2012 (the "**Air Canada Contract**") to LHT;
- [11] **AUTHORIZES** Aveos to perform its obligations under the LHT Agreement and the Transaction;
- [12] **AUTHORIZES** Aveos to:
- a) take any and all actions necessary to proceed with the LHT Agreement and the Transaction, including, without limitation, to execute and deliver any documents and assurances governing or giving effect to the LHT Agreement and the Transaction as Aveos, in its discretion, may deem to be reasonably necessary or advisable to conclude the LHT Agreement and the Transaction, including the execution of such deeds, contracts, or documents as may be contemplated in the LHT Agreement and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
 - b) take any and all steps, as are, in the opinion of Aveos, necessary or incidental to the performance of its obligations pursuant to the LHT Agreement and the Transaction;
- [13] **ORDERS and DECLARES that**, upon the delivery of a Monitor's certificate, to the Purchaser, substantially in the form attached as **Schedule A** hereto (the "**Monitor's Certificate**"), all of Aveos' right, title, benefit and interest in and to the Air Canada Contract, shall vest absolutely and exclusively in the Purchaser, free and clear of and from any and all rights, titles, interests, security interests (whether contractual, statutory, or otherwise), hypothecs (legal or contractual), prior claims, mortgages, pledges, trusts, deeds of trust or deemed trusts (whether contractual, statutory or otherwise), liens (statutory or otherwise), executions, levies, charges or other financial or monetary claims, options, rights of first offer or first refusal, real property licences, encumbrances, obligations, conditional sale arrangements, adverse claims, priorities, options, judgments, writs of seizure and sale, leasing agreements or other similar restrictions of any kind, whether attached, perfected, registered or filed and whether secured, unsecured, legal, possessory or otherwise, remedies from facts which exist as at

or before the Closing of the Transaction (as defined in the LHT Agreement), whether known or unknown, or any and all other rights of use, disputes and debts of all persons or entities of any kind whatsoever and howsoever arising, each of which and collectively being herein referred to as the "**Claims**," including, without limiting the generality of the foregoing:

- a) any encumbrance or charge created by the Initial Order, as amended, or by any other order of this 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;

[14] **ORDERS** and **DECLARES**, for greater certainty, that all hypothecs, encumbrances and Claims affecting or relating to the Air Canada Contract, upon delivery of the Monitor's Certificate, be and are expunged and discharged as against the Air Canada Contract;

[15] **ORDERS** that, upon receipt of a copy of the signed Monitor's Certificate having been delivered to the Purchaser, Aveos is authorized to receive payment of the Purchase Price from the Purchaser;

[16] **DECLARES** that notwithstanding

- a) the pendency of these proceedings;
- b) any application for a bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") in respect of Aveos and any bankruptcy order issued pursuant to any such applications; and
- c) any assignment in bankruptcy or any receivership;

the LHT Agreement and Transaction shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of Aveos and shall not be void or voidable and shall not be deemed to be a settlement, fraudulent preference, assignment, or fraudulent conveyance, transfer for under value or other reviewable transaction under the CCAA, the BIA, Articles 1631 et seq. of the *Civil Code of Québec*, S.Q. 1991, c. 164 ("**C.C.Q.**") or any other applicable federal or provincial legislation;

- [17] **ORDERS** and **DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after execution and delivery thereof;
- [18] **DECLARES** that the present Order constitutes the only authorization required by Aveos to proceed with the LHT Agreement and the Transaction and, for greater certainty, **DECLARES** that the parties involved in the LHT Agreement are exempted from requiring or obtaining any authorization that may be required from any person or authority whatsoever;
- [19] **DECLARES** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Air Canada Contract shall stand in place and stead of the Air Canada Contract and that, from and after the delivery of the Monitor's Certificate, all Claims shall attach to the proceeds from the sale of the Air Canada Contract with the same priority as they had with respect to the Air Canada Contract immediately prior to the sale, as if the Air Canada Contract had not been sold;
- [20] **ORDERS** 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 LHT Agreement or the Transaction or of the present Order);
- [21] **ORDERS** that the LHT Agreement being Exhibit P-1 to the Motion, and any related or ancillary agreements shall not be repudiated, disclaimed or otherwise compromised in these proceedings;
- [22] **ORDERS** that all persons shall cooperate fully with Aveos and the mis en cause, the Purchaser and their respective affiliates and the Monitor and do all such things that are necessary or desirable for the purposes of giving effect to and in furtherance of the present Order, the LHT Agreement and the Transaction;
- [23] **REQUESTS** 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 present Order;
- [24] **ORDERS** that the present Order shall have full force and effect in all provinces and territories in Canada;
- [25] **ORDERS** the provisional execution of the present Order, notwithstanding any appeal and without the necessity of furnishing any security;

[26] THE WHOLE WITHOUT COSTS.

JEAN-YVES LALONDE, j.s.c.

Hearing date: August 14, 2012

Me Roger P. Simard
Me Ari Y. Sorek
Fraser Milner Casgrain LLP
Counsel to Petitioners

SCHEDULE A
Superior Court of Quebec 500-11-042345-120
Monitor's Certificate

(Pursuant to the Order rendered by the Hon. Jean-Yves Lalonde, j.s.c., on August 9, 2012)

Pursuant to an Order of the Honourable Mark Schrager, j.s.c. of the Superior Court of Quebec (the "**Court**") dated March 19, 2012, as amended and restated by further Orders issued on March 30, 2012, April 5, 2012 and May 4, 2012 (collectively, the "**Initial Order**"), FTI Consulting Canada Inc. was appointed monitor (the "**Monitor**") of Aveos Fleet Performance Inc./Aveos Performance Aéronautique Inc. ("**Aveos**") and of Aero Technical US, Inc. (together with Aveos, the "**Petitioners**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**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 August 9, 2012 (the "**Authorization of Sale and Vesting Order**") the Court, *inter alia*, authorized and approved the transaction and conveyance and the assignment of the Air Canada Contract by and between the Petitioners on the one hand, and Lufthansa Technik AG, on the other hand (together with any designated affiliate, 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 Air Canada Contract, 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 and Air Canada Contract 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 LHT Transaction has occurred; and
2. The LHT Transaction has been completed to the satisfaction of the Monitor.

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

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

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

SCHEDULE 2.1

PURCHASED CONTRACT

- (a) Purchased Contract – The Engine Maintenance Services Agreement dated May 30, 2012 between the Corporation and Air Canada a copy of which is attached hereto as Sub-schedule 2.1(a).

SUB-SCHEDULE 2.1(a)
COPY OF THE PURCHASED CONTRACT

SCHEDULE 3.2

WIRE TRANSFER INSTRUCTIONS

Bank name and address: Bank of Montreal
630 René Lévesque West,
Montreal QC H3B 1S6
Institution: 001 Transit: 02301
Swift Code: BOFMCAM2

Beneficiary name and address: Fraser Milner Casgrain in Trust
1 Place Ville Marie, Suite 3900,
Montreal QC H3B 4M7

Account Number: 02304652962

For US wire payments: CORRESPONDENT BANK :
Wachovia Bank N.A.
New York NY
ABA: 026005092
Swift: PNBPUS3NNYC