

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-039418-104

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE JUDICIAL  
REORGANIZATION PROCEEDINGS OF:

COMPañIA MEXICANA DE AVIACION,  
S.A. DE C.V.

Insolvent Debtor

And

MARU E. JOHANSEN,

Foreign Representative / Petitioner

And

INTERNATIONAL AIR TRANSPORT  
ASSOCIATION

Respondent

And

SAMSON BELAIR DELOITTE &  
TOUCHE INC.

Information Officer

**MOTION FOR PARTIAL DISTRIBUTION  
OF SUMS HELD BY IATA  
ON BEHALF OF THE INSOLVENT DEBTOR**  
(Sections 49 and following of the  
Companies' Creditors Arrangement Act, R.C.S. 1985 c. C-36)

TO THE HONOURABLE BRIAN RIORDAN J.S.C. OR TO ONE OF THE HONOURABLE  
JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR  
THE JUDICIAL DISTRICT OF MONTREAL, PETITIONER RESPECTFULLY SUBMITS AS  
FOLLOWS:

**A. SCOPE AND PURPOSE**

1. Petitioner hereby seeks the issuance of an Order, within the context of IATA's *Motion for an Order regarding the final settlement of the Debtor's outstanding balance with the IATA Clearing House and for Final Distribution of BSP and CASS proceeds* (the "**Settlement and Distribution Motion**") to distribute the uncontested portion of the sums belonging to Mexicana but currently held by IATA;

**B. RESERVE ESTABLISHED BY IATA TO COVER AMOUNTS DUE BY MEXICANA**

2. As part of its membership and participation in IATA, Compania Mexicana de Aviacion S.A. de C.V. (hereinafter "**Mexicana**"), like all other participating airlines, was required to provide IATA with a deposit, the amount of which is established by IATA based on the number and value of flights operated by the airline, to secure the indebtedness which Mexicana may have as a result of inter-line ticket transactions to other airlines or of Mexicana ticket sales by travel agents (hereinafter the "**Reserve**");

**C. IATA AGREEMENT AND ITS APPROVAL BY THE COURT**

3. As a result of Mexicana's announcement on August 16, 2010 of its intention to suspend flights, on August 17, 2010, Mexicana and IATA entered into an *Agreement on the refund of tickets* with respect to the reimbursement of ticket holders' claims (hereinafter the "**Agreement on the refund of tickets**"), the whole as appears from a copy of said agreement, previously communicated as **Exhibit MX-17** in support of Mexicana's contestation of the Settlement and Distribution Motion;
4. Section 4 of the Agreement on the refund of tickets provides, in clear and unequivocal terms, for the return of the remaining funds to Mexicana once the refund process has been completed;

4. *Disposal of withheld funds.*

- 4.1 *After IATA has completed the refund process described in this Agreement and deducted all fees and charges payable to IATA, any funds remaining in the possession of IATA shall be returned to Mexicana.*

[Our emphasis]

5. On November 16, 2010, Justice Brian Riordan of this Honorable Court rendered an *Order Authorizing the Insolvent Debtor and the Petitioner to Give Effect to an Agreement on the Refund of Tickets* (hereinafter the "**Order giving effect to the Agreement**"), the whole as appears from the Court record herein;
6. Moreover, the Mexican Court approved the Agreement on the refund of tickets on or about October 20, 2010, the whole as appears from a copy of the Court order of same date, communicated herewith as **Exhibit R-1**;
7. As a result of the foregoing, on January 13, 2011, Justice Brian Riordan of this Honourable Court rendered an *Order Approving an Agreement between the Petitioner and the Insolvent Debtor on the Refund of Tickets* (hereinafter the "**Order approving the Agreement**"), the whole as appears from the Court record herein;
8. As of December 3<sup>rd</sup>, 2010, the amount of the Reserve held by IATA was estimated to be in the aggregate amount of US\$17,331,771.31, which sums were held in various currencies, including Euros, US Dollars and Mexican pesos, the whole as appears from a copy of a Financial Statement prepared by IATA dated December 3<sup>rd</sup>, 2010, previously communicated as **Exhibit MX-1** in support of Mexicana's contestation of the Settlement and Distribution Motion;

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9. Subsequent to the Order approving the Agreement, IATA processed the refunds of various tickets owed to other airlines and / or travel agents, thus reducing the amount of the Reserve;
  10. As a result, as of July 2011, the amount of the Reserve held by IATA was estimated to be in the aggregate amount of **US\$9,716,582.69**, the whole as appears from a copy of a Financial Statement prepared by IATA, previously communicated as **Exhibit MX-2** in support of Mexicana's contestation of the Settlement and Distribution Motion;
  11. Moreover, as of February 20, 2012, the amount of the Reserve held by IATA was estimated to be in the aggregate amount of **US\$8,779,570.40**, the whole as appears from a copy of a Financial Statement prepared by IATA dated February 20, 2012, previously communicated as **Exhibit MX-3** in support of Mexicana's contestation of the Settlement and Distribution Motion;
  12. The difference between the amount of the Reserve as of July 2011 and February 20, 2012 is explained by the fact that IATA decided, unilaterally and in breach of the terms of the Agreement on the refund of tickets, to exchange sums held by IATA on behalf of Mexicana in various currencies, principally Mexican Pesos, to US dollars, and by the depreciation of the Mexican Peso against the US Dollar at that time, thus reducing the net amount of the Reserve held by IATA, the whole as it will be more fully explained at the hearing of the present Motion;

**D. SETTLEMENT AND DISTRIBUTION MOTION FILED BY IATA AND APPROVED PROCESS**

13. On or about February 24, 2012, IATA filed the Settlement and Distribution Motion as appears from the Court record herein, the purpose of which was to (i) reach a final determination on the amounts owed by Mexicana to the IATA Clearing House (hereinafter the "**ICH**") in favor of other airlines and IATA itself, (ii) pay such indebtedness through the Reserve after the execution of the IATA Agreement and (iii) distribute the balance of the Reserve to Mexicana;
14. The Settlement and Distribution Motion was contested on some aspects by Petitioner and as such, the presentation of the Settlement and Distribution Motion was postponed to allow the parties to elaborate a joint compensation process that would help determining the amounts owed by Mexicana to the ICH;
15. During that time, Mexicana also prepared its contestation of the Settlement and Distribution Motion, which pertained to several elements that had a negative impact on the amount of the Reserve to be remitted by IATA to Mexicana, namely the three following points: (i) some adjustments made by the ICH in reduction of the Reserve, mainly amounts owed to Mexicana by other airlines and incorrect charges by IATA, (hereinafter the "**Adjustments Issue**"), (ii) the conversion of a portion of the Reserve from Mexican Pesos to US dollars (hereinafter the "**Foreign Exchange Issue**") and (iii) the legal fees claimed by IATA and already deducted in part from the Reserve (hereinafter the "**Legal Fees Issue**");
16. The Settlement and Distribution Motion was heard on September 11, 2012. This Honorable Court decided the Adjustments Issue and agreed with Mexicana's request for an interim order setting forth the compensation process, and continued the hearing to

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December 6, 2013, in order for the Court to then rule on the two remaining issues, namely the Foreign Exchange Issue and the Legal Fees Issue, the whole as appears from the court record herein;

17. As a result, on September 19, 2012, this Honorable Court issued an Interim Order with respect to the Settlement Motion (hereinafter the "**Interim Order**"), which gave effect to the proposed compensation process submitted jointly by the parties (hereinafter the "**Approved Process**"), except with respect to section 5 of the Approved Process, the whole as it appears from the Court records herein;

**E. EXECUTION OF THE APPROVED PROCESS**

18. As appears from the Approved Process, Petitioner and IATA had agreed on a process through which Petitioner was provided with the technical possibility to enter all of its admissible claims into the records of the ICH, so that the parties could ultimately determine the sums owed by and to Mexicana through the ICH (hereinafter the "**Final ICH Balance**") and adjust the amount of the Reserve accordingly;
19. The Approved Process provided that the Final ICH Balance was supposed to be determined within eleven (11) weeks of a "mutually agreed date", the whole as it appears from the Approved Process;
20. As a result of delays which were not caused by Mexicana, it was only on October 1<sup>st</sup>, 2012, that by letter of even date, the parties established the "Mutually Agreed Date", as October 1<sup>st</sup>, 2012, the whole as appears from a copy of said letter, communicated herewith as **Exhibit R-2**;
21. The Steps provided in sections 3a), 3b) and 3c) of the Approved Process were completed by the parties within the required delays;
22. However, step 3d) of the Approved Process, which required ICH to validate the claims posted by Mexicana and other airlines into the special clearance environment in order to determine Final ICH Balance, was not completed within the period agreed upon by the parties;
23. As a result, because the Final ICH Balance was needed to be known prior to the continuation of the hearing of the Settlement and Distribution Motion scheduled for December 6<sup>th</sup>, 2012, and considering that the Final ICH Balance would not be known before December 12, 2012 pursuant to the Approved Process, Petitioner's attorneys had no other option but to ask this Honorable Court to postpone the hearing of the Settlement and Distribution Motion until the Final ICH Balance was communicated by IATA to Mexicana;
24. Consequently, the hearing of the Settlement and Distribution Motion was first postponed to January 29, 2013, then to February 25, 2013, and was finally postponed *sine die* due to IATA's failure to provide Final ICH Balance, the whole as appears from the Court record herein;
25. From Mid-December 2012 to late March 2013, Mexicana and its undersigned counsel communicated, both verbally and in writing with IATA and its counsel, requesting that the

Final ICH Balance be provided. Although certain issues needed to be dealt with by Mexicana, the latter has always acted with due diligence in responding to all requests by IATA in respect of the Approved Process;

26. On April 2<sup>nd</sup>, 2013, IATA's counsel finally communicated to the undersigned attorneys the Final ICH Balance, Balance, the whole as it appears from an email dated April 2<sup>nd</sup>, 2013 and various schedules prepared by IATA dated March 28, 2013, communicated herewith *en liasse* as **Exhibit R-3**;
27. As appears from Exhibit R-3, the Final ICH Balance, namely the total indebtedness of Mexicana towards the ICH is in the aggregate amount of **USD\$720,972.00**;

**F. UNDISPUTED PORTION OF THE RESERVE**

28. Using IATA's numbers as reported in the financial statement dated August 28, 2012, Exhibit MX-4, previously communicated in support of Mexicana's contestation of the Settlement and Distribution Motion, the amount of the Reserve is:

Amount of the Reserve	USD\$	EUR	GBP
Reserve (08/28/2012) (Mx-4)	\$8,864,202.31	EUR 71,789.54	GBP 72.06

29. From these sums, the amount of the Final ICH Balance, namely USD\$720,972.00, corresponding to the total indebtedness of Mexicana must be deducted, such that the net amount of the Reserve held by IATA is as follows (hereinafter "**Net Reserve Funds**"):

Reserve Fund	USD\$
Reserve (08/28/2012) (Mx-4)	\$8,864,202.31
Final ICH Balance (Exhibit R-3)	-\$720,972.00
<b>Net Reserve Funds</b>	<b>\$8,143,230.31</b>

30. The only issues remaining between IATA and Mexicana are the Foreign Exchange Issue, which, if Mexicana is successful, may increase the amount IATA has to remit to Mexicana by up to approximately USD\$850,000 (calculated as at April 9, 2013) and the Legal Fees Issue, which may reduce the amount IATA has to remit to Mexicana by USD\$153,394.50 being the difference between the sums claimed by IATA, namely USD\$306,352.57 (as appears from Exhibit MX-7) and the amount already deducted by IATA from the Reserve, namely USD\$152,958.07(as appears from Exhibits MX-2 and MX-3);

31. Therefore, the amounts which IATA will ultimately have to remit to Mexicana **cannot be less than** the following:

<b>Reserve funds</b>	<b>USD\$</b>	<b>EUR</b>	<b>GBP</b>
Reserve (08/28/2012) (Mx-4)	\$8,864,202.31	EUR 71,789.54	GBP 72.06
Less: Final ICH Balance (Exhibit R-3)	-\$720,972.00		
Less: Total legal fees claimed by IATA (MX-7)	-\$306,352.57		
Plus: Legal fees already deducted by IATA (MX-2 and MX-3)	\$152,958.07		
<b>Undisputed Portion of the Reserve</b>	<b>\$7,989,835.81</b>	<b>EUR 71,789.54</b>	<b>GBP 72.06</b>

(hereinafter the "**Undisputed Portion of the Reserve**");

32. Therefore, even in the event IATA obtains favorable judgment with respect to the Foreign Exchange Issue and the Legal Fees Issue, IATA will, in all circumstances, have to remit the Undisputed Portion of the Reserve to Mexicana;
33. However, as a demonstration of good faith and to provide further security to IATA, Mexicana is prepared to allow IATA to retain the following portions of the Net Reserve Funds, namely:

<b>Proposed Buffer</b>	<b>USD</b>	<b>EUR</b>	<b>GBP</b>
<b>Total</b>	\$489,835.81	EUR 71,789.54	GBP 72.06

(hereinafter the "**Buffer**") which would remain with IATA in order to secure any future judgment of this Honourable Court, on the condition that the remainder of the Undisputed Portion of the Reserve, namely the sum of USD\$7,500,000 currently held by IATA on behalf of Mexicana, be immediately remitted to Mexicana in accordance with the *Agreement on the Refund of Tickets* and the Letter of Direction, Exhibit R-4;

**G. STATED INTENTION OF IATA NOT TO DISTRIBUTE ANY PORTION OF THE RESERVE UNTIL ALL OUTSTANDING ISSUES HAVE BEEN RESOLVED**

34. Although the Net Reserve Funds belong entirely to Mexicana, subject only to the possible deduction of the sum of USD\$153,394.50 with respect to the legal fees claimed by IATA, and notwithstanding the clear and unequivocal terms of section 4 of the Agreement on the refund of tickets, IATA has always refused to distribute any portion of the Reserve to Mexicana;
35. IATA does not suffer any prejudice whatsoever in allowing the distribution of any amount equal or inferior to the Undisputed Portion of the Reserve, and in light of the representations made by IATA's attorneys, it appears that this refusal is solely a strategic position on IATA's part to attempt to take advantage of Mexicana's vulnerability during its restructuring process, the whole as more fully explained hereinafter;
36. Indeed, IATA's attorneys have always stated that, although it is possible, it would be more convenient for the ICH to operate only one distribution of the Reserve instead of disbursing the sums belonging to Mexicana successively, and therefore, despite

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Mexicana's urgent liquidity requirements during its restructuring process, IATA continues to refuse to remit any portion of the Reserve to Mexicana;

37. Since January 2013, negotiations and discussions have taken place between the parties in order to attempt to settle the Foreign Exchange Issue and the Legal Fees Issue and to determine how the Reserve should be distributed to Mexicana;
38. Indeed, on February 21, 2013, Mexicana issued a letter addressed to IATA, confirming its wish that the funds held in the Reserve be remitted in trust to the undersigned attorneys (the "**Letter of Direction**"), the whole as it appears from a copy of said letter dated February 21, 2013, communicated herewith as **Exhibit R-4**;
39. During the course of these discussions, IATA's attorneys have indicated on multiple occasions to Mexicana's attorneys that should this Honourable Court's judgement deciding the Foreign Exchange Issue and the Legal Fees Issue not be entirely in IATA's favour, the latter would appeal such judgment, and would refuse to disburse any portion of the Reserve until such appeal was decided;
40. Moreover, during these discussions, IATA's attorneys indicated that IATA would not remit the Reserve Funds to the undersigned attorneys unless a settlement of the Foreign Exchange Issue and of the Legal Fees Issue intervened, the whole, notwithstanding Mexicana's letter of February 21<sup>st</sup>, 2013, Exhibit R-4;
41. It therefore appears that IATA is illegally withholding the Undisputed Portion of the Reserve, without any color of right, in an attempt to strong arm Mexicana into accepting a settlement which would be tantamount to Mexicana abandoning its positions with respect to the Foreign Exchange Issue and the Legal Fees Issue;
42. Indeed, if IATA disbursed the Undisputed Portion of the Reserve, Mexicana would continue its contestation of the Foreign Exchange Issue and the Legal Fees Issue and would be prepared to wait for the outcome of an appeal, if any, to receive the remainder of the Reserve;

**H. PREJUDICE SUFFERED BY MEXICANA BECAUSE OF IATA'S REFUSAL TO DISTRIBUTE THE UNDISPUTED PORTION OF THE RESERVE**

43. As mentioned previously, IATA will not suffer any prejudice whatsoever from the distribution of any amount equal or inferior to the Undisputed Portion of the Reserve. Moreover, as a result of the Buffer, IATA will remain at all times in possession of funds totalling in excess of USD\$575,000.00 in order to pay any amounts which this Court will establish with respect to Legal Fees due by Mexicana to IATA, if any;
44. On the other hand, Mexicana continues to suffer great prejudice by not having access to the Reserve Funds that remain in possession of IATA, as its financial situation continues to be critical during the restructuring process;
45. Indeed, Mexicana is currently very seriously cash strapped, such that it is having severe difficulty in paying its post-filing creditors and its employees and suffering irreparable injuries in some instances;

46. Moreover, the Reserve funds currently do not generate any interest whatsoever;
47. In view of the aforementioned and pursuant to the clear and unequivocal terms of section 4 of the Agreement on the refund of tickets, Plaintiff respectfully submits that a partial distribution of the Net Reserve Funds in the amount of USD\$7,500,000 should immediately be ordered by this Honorable Court;
48. Mexicana respectfully asks this Honorable Court to declare that such distribution shall be made payable to Mexicana's attorneys, the whole in accordance with the Letter of Direction, Exhibit R-4
49. Given the inherent delay that will ensue should IATA appeal of the judgment on the present Motion, Plaintiff respectfully asks that this Honorable Court order the provisional execution notwithstanding appeal of the judgment to be rendered in the present matter ;
50. The present Motion is well founded in fact and in law.

**WHEREFORE, MAY IT PLEASE THIS COURT:**

- [ 1 ] **GRANT** the present *Motion for partial distribution of sums held by IATA on behalf of the Insolvent Debtor*,
- [ 2 ] **ORDER** Respondent INTERNATIONAL AIR TRANSPORT ASSOCIATION to disburse the amount of US\$7,500,000.00 out of the sums it currently holds in the name of COMPAÑIA MEXICANA DE AVIACION, S.A. DE C.V., payable to the order of "Borden Ladner Gervais, LLP in trust" in their capacity as attorneys for COMPAÑIA MEXICANA DE AVIACION, S.A. DE C.V., the whole within Forty-Eight (48) hours following the issuance of the Order to be rendered on the present motion;
- [ 3 ] **ORDER** the provisional execution notwithstanding appeal of Order to be rendered in the present matter;
- [ 4 ] **THE WHOLE** with cost.

Montreal, April 11, 2013



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**BORDEN LADNER GERVAIS, LLP**  
Attorneys for Petitioner  
**COMPAÑIA MEXICANA DE AVIACION,**  
**S.A. DE C.V.**



CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-039418-104

**SUPERIOR COURT**  
**(Commercial Division)**

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IN THE MATTER OF THE JUDICIAL  
REORGANIZATION PROCEEDINGS OF:

**COMPAÑIA MEXICANA DE AVIACION,  
S.A. DE C.V.**

Insolvent Debtor

And

**MARU E. JOHANSEN,**

Foreign Representative / Petitioner

And

**INTERNATIONAL AIR TRANSPORT  
ASSOCIATION**

Respondent

And

**SAMSON BELAIR DELOITTE &  
TOUCHE INC.**

Information Officer

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**ATTESTATION D'AUTHENTICITÉ**  
**SELON L'ART. 82.1 C.p.c.**

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Je, soussigné, **FRANÇOIS D. GAGNON**, avocat, exerçant ma profession au 1000, de la Gauchetière ouest, suite 900, Montréal, Québec, H3B 5H4, district de Montréal, atteste ce qui suit :

1. En date du 11 avril 2013, à 20:20, j'ai reçu par télécopieur de Madame Maru E. Johansen, un affidavit dûment signé par elle;
2. Madame Maru E. Johansen m'a transmis ledit affidavit de Los Angeles, de l'État de la Californie, États-Unis d'Amérique;
3. La copie dudit affidavit jointe à la présente attestation est conforme au fac-similé ainsi reçu par télécopieur de Madame Maru E. Johansen.

Montréal, le 12 avril 2013

  
\_\_\_\_\_  
François D. Gagnon  
**BORDEN LADNER GERVAIS LLP**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of LOS ANGELES

On APRIL 11, 2013 before me, SANDRA MARTINEZ-TORRES, NOTARY PUBLIC

personally appeared MARU E. JOHANSEN



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: S. Martinez-Torres

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT OF MARU E. JOHANSEN

Document Date: APRIL 11, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARU E. JOHANSEN

- Corporate Officer - Title(s): VICE PRESIDENT LEGAL CORPORATE
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



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Signer's Name:

- Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



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Signer Is Representing: MEXICANA AIRLINES

Signer Is Representing:

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-039418-104

**SUPERIOR COURT  
(Commercial Division)**

IN THE MATTER OF THE JUDICIAL  
REORGANIZATION PROCEEDINGS OF:

COMPANIA MEXICANA DE AVIACION,  
S.A. DE C.V.

Insolvent Debtor

And

**MARU E. JOHANSEN,**

Foreign Representative/ **Petitioner**

And

**INTERNATIONAL AIR TRANSPORT  
ASSOCIATION**

**Respondent**

And

**SAMSON BELAIR DELOITTE &  
TOUCHE INC.**

Information Officer

**AFFIDAVIT OF MARU E. JOHANSEN**

I, the undersigned, **MARU E. JOHANSEN**, having my place of business at 9841 Airport Boulevard, Suite 400, Los Angeles, California, United States of America, solemnly declare as follows :

1. I am the Vice-President, Legal & Corporate Affairs, U.S., Canada & U.K. for Compañia Mexicana de Aviacion, S.A. de C.V.;
2. I am also the Foreign representative, in the context of the present proceedings;

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3. All the facts alleged in paragraphs 2, 3, 4, 6, 8, 9 to 12, 14, 15, 18 to 23, 25, to 33, 35, 37, 38, and 41 to 46 of the present *Motion for partial distribution of sums held by IATA on behalf of the Insolvent Debtor* are true;

Sworn to before me at Los Angeles,  
California, this 11<sup>th</sup> day of April 2013

  
MARU E. JOHANSEN

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-11-039418-104

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE JUDICIAL  
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S.A. DE C.V.

Insolvent Debtor

And

MARU E. JOHANSEN,

Foreign Representative / Petitioner

And

INTERNATIONAL AIR TRANSPORT  
ASSOCIATION

Respondent

And

SAMSON BELAIR DELOITTE &  
TOUCHE INC.

Information Officer

**AFFIDAVIT OF Me. FRANÇOIS D. GAGNON**

I, the undersigned, **Me. FRANÇOIS D. GAGNON**, attorney, having my place of business at 1000, de la Gauchetière Ouest, Suite 900, in the city of Montreal, province of Quebec, solemnly declare as follows:

1. I am one of the attorneys for Compañía Mexicana de Aviacion, S.A. de C.V. in the present matter;

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2. All the facts alleged in paragraphs 14, 15, 23, 25, 34, 36, 37, 39 and 40 of the present *Motion for partial distribution of sums held by IATA on behalf of the Insolvent Debtor* are true;

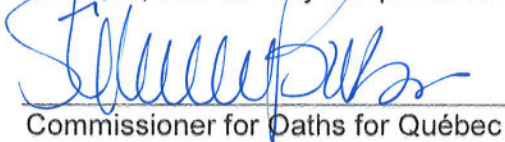
Sworn before me at Montreal,  
this 12<sup>th</sup> day of April 2013



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FRANÇOIS D. GAGNON

Solemnly declared before me in  
Montreal, this 12<sup>th</sup> day of April 2013



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Commissioner for Oaths for Québec



CANADA

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Foreign Representative / **Petitioner**

And

INTERNATIONAL AIR TRANSPORT  
ASSOCIATION

**Respondent**

And

SAMSON BELAIR DELOITTE &  
TOUCHE INC.

Information Officer

**NOTICE OF PRESENTATION**

**TO:** Me Eric Vallières  
**McMillan S.E.N.C.R.L., s.r.l.**  
1000 rue Sherbrooke Ouest  
Suite 2700  
Montréal, Quebec  
H3A 3G4

Attorneys for: **INTERNATIONAL AIR TRANSPORT ASSOCIATION**

**AND TO:** Mr. Jean-François Nadon  
**Samson Belair Deloitte & Touche Inc.**  
1 place Ville-Marie  
Bureau 3000  
Montréal, Québec  
H3B 4T9

**Information Officer**

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**AND TO: Service List**

**TAKE NOTICE** that the present *Motion for partial distribution of sums held by IATA on behalf of the Insolvent Debtor* will be presented for adjudication before this Honourable Court on Monday **April 22, 2013**, at **9:30 a.m.** in **room 17.09** of the Montreal Court House located at 1, Notre-Dame Street East, Montréal, Québec, or so soon as counsel may be heard.

Montreal, April 11, 2013



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**BORDEN LADNER GERVAIS, LLP**  
Attorneys for Petitioner **COMPAÑIA**  
**MEXICANA DE AVIACION, S.A. DE C.V.**

MTL01: 2648919: v4



**SUPERIOR COURT**  
(Commercial Division)  
**DISTRICT OF MONTRÉAL**  
No.: **500-11-039418-104**

**IN THE MATTER OF THE JUDICIAL  
REORGANIZATION PROCEEDINGS OF:  
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**-and- Insolvent Debtor**

**MARU E. JOHANSEN**

**-and- Foreign Representative / Petitioner**

**INTERNATIONAL AIR TRANSPORT ASSOCIATION**

**Respondent**

**SAMSON BELAIR DELOITTE & TOUCHE INC.**

**Information officer**

**MOTION FOR PARTIAL DISTRIBUTION OF  
SUMS HELD BY IATA ON BEHALF OF THE  
INSOLVENT DEBTOR**

**ORIGINAL**

**BLG**  
Borden Ladner Gervais  
B.L.M. 2545  
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Mtre. François Gagnon  
File : 289149-0000010