

JAB

EXHIBIT
R-9
Borden Ladner Gervais
(514) 879-1212

CANADA

SUPERIOR COURT
(Civil Division)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-17-

500
17-060010-108

AIR CANADA, body corporate duly constituted under the laws of Canada, having its head office at 730, Côte-Vertu West boulevard, City of Dorval, district of Montreal, Province of Québec, H4Y 1C2

Plaintiff

-vs-

COMPAÑIA MEXICANA DE AVIACION, S.A. DE C.V.(DOING BUSINESS AS MEXICANA AIRLINES), body corporate constituted under the laws of Mexico, having a place of business at 975, Roméo-Vachon North boulevard, City of Dorval, district of Montreal, H2Y 1H4

Defendant

*29 juillet 2010.
Que Borden Ladner Gervais,
New Loubeau & C.S.*

REQUISITION FOR THE ISSUANCE OF A
WRIT OF SEIZURE BEFORE JUDGMENT
(Article 734 (1) C.C.P.)

The Plaintiff, through its undersigned attorneys, hereby appears before this Honorable Court and requests the issuance of a writ of seizure before judgment under the provision of Section 734 (1) C.C.P. to seize the following moveable property in support of its motion to revendicate same:

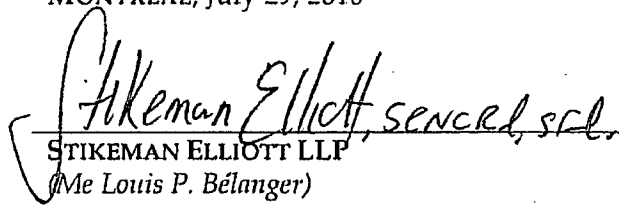
An aircraft described as follows:

Airbus A-319-100
Manufacturer's Serial number 1805
Registration Mark XA-MXJ
Bearing Mexicana's tail number MXJ
Together with its certificates of registration and air worthiness

and produces the attached affidavit of Douglas Finn dated July 29, 2010 and the exhibits P-1 to P-3 in support hereof.

And request that Aveos Fleet Management Inc. (c/o Ronald Lloyd Elvidge, Vice President Maintenance Solutions), a solvent company, having its office at 2311 Alfred-Nobel Boulevard, Saint-Laurent, H4S 2B6 be named as guardian of the seized Aircraft and its certificates of registration and airworthiness.

MONTREAL, July 29, 2010


~~STIKEMAN ELLIOTT LLP~~
(Me Louis P. Bélanger)
(Me Nathalie Mercier-Filteau)
Attorneys for Plaintiff

CANADA

SUPERIOR COURT
(Civil Division)PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉALN^o.: 500-17-

AIR CANADA, body corporate duly constituted under the laws of Canada, having its head office at 7373, Côte-Vertu West boulevard, City of Dorval, district of Montreal, Province of Québec, H4Y 1C2

Plaintiff

-vs-

COMPAÑIA MEXICANA DE AVIACION, S.A. DE C.V. (Doing business as Mexicana Airlines), body corporate constituted under the laws of Mexico, having a place of business at 975, Roméo-Vachon North boulevard, City of Dorval, district of Montreal, H2Y 1H4

Defendant

**AFFIDAVIT IN SUPPORT OF THE REQUISITION FOR THE ISSUANCE OF A
WRIT OF SEIZURE BEFORE JUDGMENT**
(section 734(1) and 583.1 of the *Code of civil procedure*)

I, the undersigned, DOUGLAS FINN, Senior Director, Aircraft Programs, residing and domiciled at 2218 rue Maryse Bastie, in Ville St-Laurent, QC, district of Montréal, Province of Quebec, H4R 3C5, do hereby solemnly affirm:

1. I am the Senior Director, Aircraft Programs, of Air Canada, and am therefore a duly authorized representative of the Plaintiff;
2. I depose the present Affidavit in support of Plaintiff's Requisition for the Issuance of a Writ of Seizure Before Judgment of a moveable property which Plaintiff has the right to revendicate under section 734(1) of the *Code of civil procedure*;

3. Air Canada is the lessee of an aircraft more fully described as follows:

Airbus A-319-100
Manufacturer's Serial number 1805
Registration Mark XA-MXJ
Bearing Mexicana's tail number MXJ.
Together with its certificates of registration
and airworthiness

(hereafter the "Aircraft")

under an Aircraft Lease Agreement entered into between Air Canada, as lessee, and International Lease Finance Corporation ("ILFC"), as lessor, dated December 14, 2000 (hereafter "Headlease"), copy of which is attached hereto as Exhibit P-1 to avail as if herein at length recited.

4. Under the Headlease, P-1, Air Canada is entitled to the possession, custody and control of the Aircraft, with the right to sublease same.
5. Air Canada subleased the Aircraft to Compania Mexicana Aviacion S.A. de C.V. ("Mexicana") under an Aircraft Sublease Agreement between Air Canada, as sub-lessor, and Mexicana, as sub-lessee, dated March 8, 2007 (hereafter "Sublease"), copy of which is attached hereto as Exhibit P-2 to avail as if herein at length recited.
6. Under the relevant provisions of the Sublease P-2 (art. 26), events of default are provided (art. 26.2) at paragraph 9 of Exhibit R which provides, inter alia, as follows:

k) Sub-Lessee (i) suspends payment on its debts or other obligations generally, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due (...)

l) Any proceedings, resolutions, filings or other steps are instituted with respect to Sub-Lessee relating to the bankruptcy, liquidation, reorganization (...) or protection from creditors of Sub-Lessee or a substantial part of Sub-Lessee's property (...).

(hereinafter individually "Event of Default")

7. Should any Event of Default occur, upon notice, all rights of Mexicana under the Sublease will immediately cease and terminate (art. 26.3 in limine) and Air Canada is entitled to "take possession of the aircraft" (art. 26.3 d).
8. I have been informed by David Johnson of ILFC that Mexicana has suspended payment on its debts or other obligations generally by not paying rent and maintenance reserves under leases for other aircrafts.

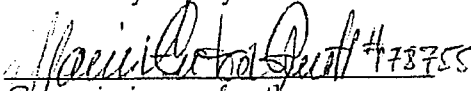
9. I have been informed by Kathleen Park of CIT Aerospace that Mexicana has been unable to pay its debts or other obligations as they fall due.
10. From the above, it is apparent that Mexicana has become insolvent.
11. Furthermore, I have been informed by Anada Atanassova, manager, Network Interline of Air Canada, that Mexicana is taking steps to protect itself from its creditors by transferring its mutual interline ticketing agreements with various carriers, including Air Canada, to a sister airline company, such that compensation to offset debts owed to creditors of Mexicana could no longer take place.
12. The facts described in paragraphs 8 through 11 above constitute Events of default under the Sublease.
13. Notice of default and immediate termination of the Sublease was therefore duly given by Air Canada to Mexicana on this day, by fax (art. 27) the whole as it more fully appears from the said Notice copy of which is attached hereto as Exhibit P-13 to avail as if herein at length recited.
14. As a result of the forgoing, Air Canada is entitled to forthwith take possession of the Aircraft and thus proceed to the immediate revendication of same.
15. Air Canada is therefore entitled to seize before judgment the Aircraft which it has a right to revendicate.
16. Considering the above circumstances, it is impossible to entrust Mexicana with the guard of the seized Aircraft since there is reason to fear that said Aircraft could be flown out of the country, and thus outside the jurisdiction of this Court, by Mexicana;
17. I thus propose that Aveos Fleet Management Inc. (c/o Ronald Lloyd Elvidge, Vice President Maintenance Solutions), a solvent company, having its office at 2311 Alfred-Nobel Boulevard, Saint-Laurent, H4S 2B6 be named as guardian of the seized Aircraft and its certificates of registration and airworthiness.
18. All the facts alleged in the present Affidavit are true.

AND I HAVE SIGNED :

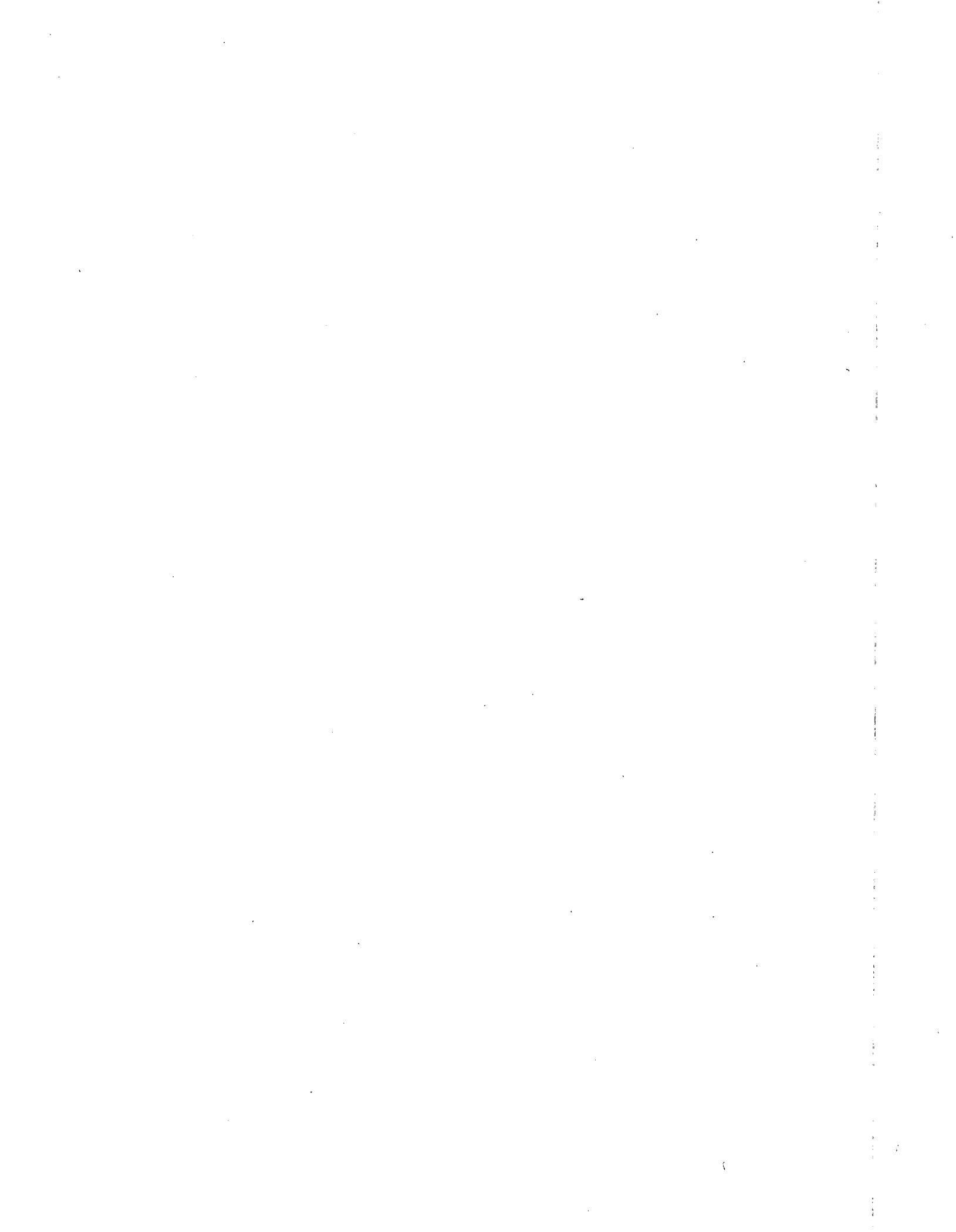


DOUGLAS FINN

Sworn before me in Montreal,
this 29 day of July 2010.


Commissioner of oath
for the District of Montreal.





CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
File No.: 500-17-060010-108

SUPERIOR COURT

AIR CANADA, (See Annex "A")

Plaintiff

v.

COMPAÑIA MEXICANA DE AVIACION, S.A.
DE C.V.(DOING BUSINESS AS MEXICANA
AIRLINES), (See Annex "A")

Defendant

To any sheriff or bailiff of the Province of Quebec,

WE ORDER YOU, on Plaintiff's written request, TO SEIZE the following property now in Defendant's possession:

SEE ANNEX "B"

TO ENTRUST a solvent guardian with custody of the seized property until the Court has ruled on the writ and, on judgment rendered by the Court, to collect against the property your fees and the amount of the judgment in principal, interest and costs.

THEREAFTER, you shall report on the procedures pursuant to the law.

FURTHERMORE, WE ORDER DEFENDANT to appear before the Court at the courthouse of Montreal located at 1 Notre-Dame Street East, Montréal, H2Y 1B6 within ten days of service of the writ to answer to the request contained in Plaintiff's declaration and to provide a written statement of the reasons for contesting.

FAILURE of Defendant to file an appearance, signed by Defendant or Defendant's attorney, within the prescribed time may entail a default judgment against Defendant.

DEFENDANT MAY, within five days of service of this writ, request that the seizure be cancelled on grounds of insufficient or false allegations in the affidavit on the basis of which the writ was issued.

We have signed

At Montreal,

On July 29, 2010

Lise Rouleau a. C.S.
Court Clerk

LISE ROULEAU
GREFFIER ADJOINT

D P O I T S D e P r e s i d e n t
 Gouvernement du Québec
 Palais Justice MONTREAL
 0232262-0045-1142

2010-07-29
 135400

ANNEX « A »

AIR CANADA

730, Côte-Vertu West boulevard, City of Dorval, district of Montreal, Province of Québec, H4Y 1C2

Plaintiff

v.

COMPAÑIA MEXICANA DE AVIACION, S.A. DE C.V.(DOING BUSINESS AS MEXICANA AIRLINES)

975, Roméo-Vachon North boulevard, City of Dorval, district of Montreal, H2Y 1H4

Defendant

ANNEX « B »

An aircraft described as follows:

Airbus A-319-100

Manufacturer's Serial number 1805

Registration Mark XA-MXJ

Bearing Mexicana's tail number MXJ

Together with its certificates of registration and air worthiness

SUPERIOR COURT

N° 500-17-060010-108

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

AIR CANADA

Plaintiff

- vs -

COMPAÑIA MEXICANA DE AVIACION, S.A. DE
C.V. (DOING BUSINESS AS MEXICANA
AIRLINES)

Defendant

BS0350

WARRANT OF SEIZURE
BEFORE JUDGMENT

COPY FOR COURT

Request N/A

Returned Motion to revoke

Mre. Louis P. Bélanger

(514) 397-3078

Fax: (514) 397-3222

STIKEMAN ELLIOTT
AVOCATS/BARRISTERS & SOLICITORS
40th Floor

1155 René-Lévesque West
Montréal, Canada H3B 3V2

NOTICE TO DEFENDANT

1. This document means that an action has been brought against you.
2. The action may entail a judgment against you.
3. It is important that you act within the time limit specified in the document:
 - a) either by consulting an attorney who can represent you and act on your behalf;
 - b) or by going to the courthouse yourself to fill out a written appearance.
 You may subsequently contest the action within the prescribed time limit.
4. If you do not act within the time limit specified in this document, in person or through an attorney, Plaintiff will be entitled to act in your absence and the judge may render judgment without your being notified.

2010 JUL 29

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W. H. H. H.

2) SMIA + mob + AFFI

3) BSMFA

*Mrs Lise Rouleau
en concourse pour
instruction Miché*

*BS-\$
BSMFA
No*

CANADA

SUPERIOR COURT
(Civil Division)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N^o.: 500-17-060010-108

AIR CANADA, body corporate duly constituted under the laws of Canada, having its head office at 7373, Côte-Vertu West boulevard, City of Dorval, district of Montreal, Province of Québec, H4Y 1C2

Plaintiff

-vs-

COMPañIA MEXICANA DE AVIACION, S.A. DE C.V. (Doing business as Mexicana Airlines), body corporate constituted under the laws of Mexico, having a place of business at 975, Roméo-Vachon North boulevard, City of Dorval, district of Montreal, H2Y 1H4

Defendant

MOTION TO INSTITUTE PROCEEDINGS
(Art. 175.24^oc) of the *Code of civil procedure*)

1. Air Canada is the lessee of an aircraft more fully described as follows:

Airbus A-319-100
Manufacturer's Serial number 1805
Registration Mark XA-MXJ
Bearing Mexicana's tail number MXJ
Together with its certificates of registration
and airworthiness

(hereafter the "Aircraft")

under an Aircraft Lease Agreement entered into between Air Canada, as lessee, and International Lease Finance Corporation ("ILFC"), as lessor, dated December 14, 2000 (hereafter "Headlease"), copy of which is attached hereto as Exhibit P-1 to avail as if herein at length recited.

2. Under the Headlease, P-1, Air Canada is entitled to the possession, custody and control of the Aircraft, with the right to sublease same.
3. Air Canada subleased the Aircraft to Compania Mexicana Aviacion S.A. de C.V. ("Mexicana") under an Aircraft Sublease Agreement between Air Canada, as sub-lessor, and Mexicana, as sub-lessee, dated March 8, 2007 (hereafter "Sublease"), copy of which is attached hereto as Exhibit P-2 to avail as if herein at length recited.
4. Under the relevant provisions of the Sublease P-2 (art. 26), events of default are provided (art. 26.2) at paragraph 9 of Exhibit R which provides, *inter alia*, as follows:
 - k) *Sub-Lessee (i) suspends payment on its debts or other obligations generally, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due (...)*
 - l) *Any proceedings, resolutions, filings or other steps are instituted with respect to Sub-Lessee relating to the bankruptcy, liquidation, reorganization (...) or protection from creditors of Sub-Lessee or a substantial part of Sub-Lessee's property (...).*

(hereinafter individually "Event of Default").
5. Should any Event of Default occur, upon notice, all rights of Mexicana under the Sublease will immediately cease and terminate (art. 26.3 *in limine*) and Air Canada is entitled to "take possession of the aircraft" (art. 26.3 d).
6. Mexicana has suspended payment on its debts or other obligations generally by not paying rent and maintenance reserves under leases for other aircrafts.
7. Mexicana has been unable to pay its debts or other obligations as they fall due.
8. From the above, it is apparent that Mexicana has become insolvent.
9. Furthermore, Mexicana is taking steps to protect itself from its creditors by transferring its mutual interline ticketing agreements with various carriers, including Air Canada, to a sister airline company, such that compensation to offset debts owed to creditors of Mexicana could no longer take place.
10. The facts described in paragraphs 6 through 9 above constitute Events of Default under the Sublease.
11. Notice of default and immediate termination of the Sublease was therefore duly given by Air Canada to Mexicana on July 29, 2010, by fax (art. 27) the whole as it more fully appears from the said Notice copy of which is attached hereto as Exhibit P-3 to avail as if herein at length recited.

12. As a result of the forgoing, Air Canada was entitled to forthwith take possession of the Aircraft and thus proceed to the immediate revendication of same.
13. Air Canada was therefore entitled to seize before judgment the Aircraft which it has a right to revendicate.
14. Under the authority of a writ of seizure issued by this Court on July 29, 2010, the Aircraft was put under judicial guardianship at the Montreal international airport;
15. Air Canada hereby requests this Honorable Court to grant final judgment for possession of the Aircraft.

WHEREFORE, PLAINTIFF PRAYS THIS HONOURABLE COURT TO:

GRANT the present Motion;

CONFIRM the termination of the Sublease;

VALIDATE the seizure before judgment;

ORDER that Plaintiff be put in possession of the Aircraft;

THE WHOLE with costs.

MONTRÉAL, August 2, 2010


STIKEMAN ELLIOTT LLP

(Me Louis P. Bélanger)

(Me Nathalie Mercier-Filteau)

Attorneys for Plaintiff

TRUE COPY


STIKEMAN ELLIOTT LLP

NOTICE TO DEFENDANT
(s. 119, CCP)

Take notice that the plaintiff has filed this action or application in the office of the Superior Court of the judicial district of Montreal.

To file an answer to this action or application, you must first file an appearance, personally or by advocate, at the courthouse of Montreal located at 1, Notre-Dame Street East, Montreal, Quebec, H2Y 1B6, within 10 days of service of this motion.

If you fail to file an appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

If you file an appearance, the action or application will be presented before the court on **September 3, 2010 at 9:00 a.m.** in **room 2.16** of the courthouse. On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding or the court may hear the case, unless you have made a written agreement with the plaintiff or the plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the court.

In support of the motion to institute proceedings, the plaintiff discloses the following exhibits :

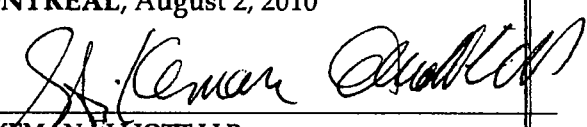
- Exhibit P-1: Aircraft Lease Agreement dated December 14, 2000;
- Exhibit P-2: Aircraft Sub-Lease Agreement dated March 8, 2007;
- Exhibit P-3: Notice of default;

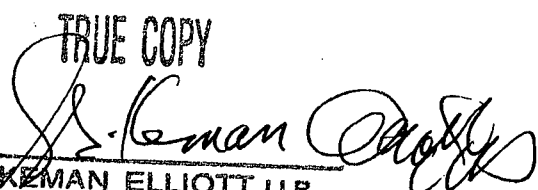
These exhibits are available on request.

Request for transfer of a small claim

If the amount claimed by the plaintiff does not exceed 7 000 \$, exclusive of interest, and if you could have filed such an action as a plaintiff in Small Claims Court, you may make a request to the clerk for the action to be disposed of pursuant to the rules of Book VIII of the Code of Civil Procedure (R.S.Q., c. C-25). If you do not make such a request, you could be liable for costs higher than those provided for in Book VIII of the Code.

MONTREAL, August 2, 2010


STIKEMAN ELLIOTT LLP
(Me Louis P. Bélanger)
(Me Nathalie Mercier-Filteau)
Attorneys for Plaintiff


STIKEMAN ELLIOTT LLP

SUPERIOR COURT

N°: 500-17-060010-108

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

AIR CANADA

Plaintiff

- vs -

**COMPANIA MEXICANA DE AVIACION, S.A.
DE C.V. (DOING BUSINESS AS MEXICANA
AIRLINES)**

Defendant

BS0350

File: 021070-1839

**MOTION TO INSTITUTE PROCEEDINGS
AND NOTICE TO DEFENDANT**

**NATURE: MOTION IN REVENDICATION
AMOUNT: N/A**

**COPY TO:
MEXICANA AIRLINES
975, Roméo-Vachon North Blvd
Dorval, QC**

Mtre. Louis P. Bélanger

(514) 397-3078

Fax: (514) 397-3578

STIKEMAN ELLIOTT
Stikeman Elliott LLP BARRISTERS & SOLICITORS
40th Floor
1155 René-Lévesque Blvd. West
Montréal, Canada H3B 3V2

Handwritten signature and initials in the right margin, possibly reading 'L. Bélanger'.

Notice Of Seizure of Personal Property

TO: Mexicana Airlines
Avenida Xola 535 Piso 29, Colonial Del Valle, C.P., MEXICO, 03100
Name and Address of Debtor

Take notice that to satisfy a claim against you for the sum of \$30,000,000.00 plus cost and related Writs, if applicable
Air Canada
7373 Cote Vertu West, Saint-laurent, QUEBEC, H4S 1Z3
Name and Address of Creditor

has cause the following personal property and personal property listed in the addendum to be seized:
1 Used Airbus, A319-100, S# 1630
Reg Mark XA-MXG

Addendum attached listing additional property. Yes No
Notice of Objection applicable to this seizure. Yes No

Strike Out if Not Applicable If you object to the seizure, you must deliver the attached Notice Of Objection within 15 days from the date of seizure to the Civil Enforcement Agency listed below.

Dated at Calgary Alberta, on July 29, 2010
[Signature] Travis Tierney
Bailiff's signature Print Name

1216808 Alberta Ltd. O/A Prairie Bailiff Services
Name Of Civil Enforcement Agency
7373 Cote Vertu West Saint-laurent
Address of Instructing Creditor or Authorized Agent City
QUEBEC H4S 1Z3
Province Postal Code Telephone Number Fax Number

Notice: If you have concerns about the way this seizure was conducted, contact the Civil Enforcement Agency listed above. If you are unable to resolve your concerns with the Civil Enforcement Agency, you may contact the Sheriff - Civil Enforcement at (780) 422-2481.

1216808 Alberta Ltd. O/A Prairie Bailiff Services
809 46 Ave S.E.
Calgary, Alberta. T2G 2A4
Phone: 403-517-3493. Fax: 403-517-3495



A CIVIL LAW ENFORCEMENT AGENCY AUTHORIZED BY ALBERTA JUSTICE

Travis J. Piercey

Tel: (403) 517-3493

Fax: (403) 517-3495

Cell: (403) 369-3343

809 46th Ave. SE
Calgary, Alberta T2G 2A5
Call: 51-SEIZE

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

Michael E. Mestinsek

mmestinsek@stikeman.com
www.stikeman.com

4300 Bankers Hall West
888 - 3rd Street S.W.
Calgary, Canada T2P 5C6

Direct: (403) 266-9078
Fax: (403) 266-7823
Main: (403) 266-9000
Cell: (403) 829-9674

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTREAL
No.: 500-11-

**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

SAMSON BELAIR DELOITTE & TOUCHE

Information Officer

EXHIBIT R-9

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 de La Gauchetière Street West
Suite 900, Montréal, Québec H3B 5H4
tel.: (514) 879-1212 fax: (514) 954-1905

Me François D. Gagnon
B.M. 2545

File: