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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
CHC GROUP LTD. et al.,	§	Case No.: 16-31854 (BJH)
	§	
	§	(Jointly Administered)
Debtors.	§	Preliminary Hearing Date:
	§	

**LIMITED OBJECTION OF OMNI TAXI AEREO S.A.
TO PROPOSED CURE AMOUNT**

OMNI Taxi Aereo S.A. (“OMNI”), a creditor and party-in-interest in the above-captioned bankruptcy cases, files this *Limited Objection of OMNI Taxi Aereo S.A. to Proposed Cure Amount* (the “Objection”) and respectfully states as follows:

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2) and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

A. The Bankruptcy Cases and the Plan

1. On May 5, 2016, (the “Petition Date”), each of the above referenced debtors and debtors in possession (the “Debtors”) commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors are authorized to operate their businesses and



manage their properties as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

2. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas.

3. Pursuant to the terms of the Debtors' Second Amended Joint Chapter 11 Plan dated December 19, 2016 [Docket No. 1371] (as has been modified and may be further modified or amended, the "Plan"),¹ on January 22, 2017, the Debtors filed their Plan Supplement, including **Exhibit H1**, the Debtors' Schedule of Assumed Contracts and Leases [Docket No. 1519] setting forth the contracts and leases the Debtors' sought to assume. While the majority of contracts and leases were included on the Schedule of Assumed Contracts and Leases, certain Customer contracts – including the Debtors' agreements with OMNI – were not included to "protect confidential commercial information and, in certain cases, to comply with applicable confidentiality requirements." *See Id.* at fn. 1. Instead, Counterparties to customer contracts were served with notice of the Assumption of the Proposed Cure Amount.

4. On February 1, 2017, counsel for OMNI received its *Notice Regarding (I) Executory Contracts and Unexpired Leases to be Assumed, (II) Proposed Cure Amounts and (III) Related Procedures* (the "Cure Notice") from the Debtors.² In the Cure Notice, the Debtors assert that they intend to assume a contract with OMNI described as "Transactional" and assert a Proposed Cure Amount (as defined in the Cure Notice) of \$0.00.

¹ All otherwise undefined terms herein have the meanings set forth in the Plan.

² A true and correct copy of the Cure Notice is attached hereto as **Exhibit A**.

B. The Contractual relationship between OMNI and Heli-One

5. On or about February 20, 2013, OMNI and Heli-One (Norway) AS (“Heli-One”) entered into that certain *Parts by the Hour Agreement No. 11241* (the “Original PBH Agreement”) and an associated General Terms Agreement (the “GTA”). Subsequently, in December 2016, Heli-One and OMNI entered into (1) an Amendment to the Original PBH Agreement (the “Amendment”) and (2) an S61 Engines and Components Framework Agreement (the “ECF Agreement”).

6. Based upon a review of OMNI’s books and records, OMNI Asserts that, pursuant to the Original PBH Agreement (as amended by the Amendment, the “PBH Agreement”) Heli-One is holding a substantial deposit of OMNI money (“Deposit”). The amount of the Deposit varies and has been as high as \$2,000,000. The Deposit is funded by OMNI to the Debtor for use under the PBH contract and some or all of the Deposit is to be refunded to OMNI under certain circumstances prescribed in the contract.

LIMITED OBJECTION TO CURE AMOUNT

7. OMNI does not object to the Debtors assumption of the PBH Agreement, the GTA and the ECF Agreement. OMNI files this Limited objection first based on the fact that the Cure Notice contains insufficient information for OMNI to determine what contracts with OMNI are scheduled for assumption by the Debtors. Second, to the extent that the PBH Agreement and ECF Agreement are being assumed, OMNI wants reference made to its substantial deposit of money held by Debtors and that an appropriate reference to the Deposit be made and included as part of any order approving the assumption of the referenced agreements between OMNI and the Debtors.

8. Section 365(b)(1) of the Bankruptcy Code provides that a debtor may not assume an executory contract “unless, at the time of assumption of such contract ... , the [debtor] cures,

or provides adequate assurance that the [debtor] will promptly cure” all defaults. 11 U.S.C. § 365(b)(1)

9. OMNI would consent to the assumption of the PBH Agreement (including the Amendment , and the GTA) and the ECF Agreement (collectively, the “OMNI Agreements”) on the Effective Date of the Plan provided that the Order approving such assumption specifically identifies and lists the contracts being assumed and contains the following language:

The Debtors and OMNI shall each reserve any rights and remedies under the OMNI Agreements with respect to the amount and use of any OMNI deposits held by the Debtors or amounts owed either party under the OMNI Agreements and the determination of disputes regarding these issues shall be determined by the agreement of the Debtors and OMNI in the ordinary course of business after the Effective Date as if the Chapter 11 Cases had not been filed. To the extent the parties are unable to agree to the amount and use of any such deposit or any amounts owed under the OMNI Agreements (or otherwise regarding alleged breach by either party under any of the OMNI Agreements), either party may assert such claims in a court of competent jurisdiction.

RESERVATION OF RIGHTS

10. OMNI reserves all of its rights and remedies with respect to the assumption or rejection of any of the PBH Agreement and ECF Agreement.

WHEREFORE, OMNI requests that this Court enter an Order: (a) sustaining this Objection; (b) requiring the Debtors to specifically identify what contracts with OMNI they intend to assume; (c) order that, the proposed language be included in any order providing for the assumption of the OMNI Contracts and (d) grant OMNI such other legal and equitable relief to which it is entitled.

Dated: February 7, 2017

Respectfully submitted,

GREENBERG TRAUIG LLP

By: /s/ Karl Burrer

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Counsel for OMNI Taxi Aereo S.A.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing pleading was served on February 7, 2017, by electronic mail at the time of filing via the CM/ECF system which sends notification of such filings to those parties receiving electronic notification.

/s/ Karl Burrer

Karl Burrer

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

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<i>In re:</i>	: Chapter 11
CHC GROUP LTD. <i>et al.</i> ,	: Case No. 16-31854 (BJH)
	: (Jointly Administered)
Debtors.	: (Jointly Administered)
	: (Jointly Administered)
----- X	

NOTICE REGARDING (I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED, (II) PROPOSED CURE AMOUNTS AND (III) RELATED PROCEDURES

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned.** Pursuant to Article VIII of the Second Amended Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1371] (as it may be amended, the “Plan”),¹ CHC Group Ltd. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) have filed the Schedule of Assumed Contracts and Leases listing the executory contracts and unexpired leases (the “Contracts”) they intend to assume or assume and assign, as applicable. The Debtors may amend the Schedule of Assumed Contracts and Leases prior to 4:00 p.m. (Central Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing in order to (i) add, delete, or reclassify any executory contract or unexpired lease or amend a proposed assignment and/or (ii) amend the Proposed Cure Amount (as defined below); *provided, however*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors’ right to amend such schedules and notices shall be extended to 4:00 p.m. (Central Time) on the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing. Certain Contracts to which you or an affiliate are a party appear on the Schedule of Assumed Contracts and Leases (and thus are identified for assumption or assumption and assignment, as

¹ On December 20, 2016, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) approved the Disclosure Statement (the “Disclosure Statement”) for the Plan for use by the Debtors in soliciting acceptances or rejections of the Plan [Docket No. 1382]. Copies of the Disclosure Statement, the Plan, the Plan Supplement, and the order approving the Disclosure Statement can be obtained by accessing the website established by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants LLC (“KCC”), at www.kccllc.net/chc.

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

applicable) and are listed on **Exhibit "A,"** annexed hereto.² If the Debtors have determined to assume and assign your Contract(s), the identity of the proposed assignee is also set forth on Exhibit "A."³

2. **Proposed Cure Amounts.** Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Contracts at the time of assumption. The Debtors have determined the amounts required to cure any prepetition defaults under the Contracts (collectively, the "**Proposed Cure Amount**") based on the Debtors' books and records and related documents. The Proposed Cure Amount for the Contract(s) to which you or an affiliate are a party are included on Exhibit "A."

3. **Deadline to Respond to Proposed Cure Amount, Adequate Assurance of Future Performance, and Proposed Assumption or Assumption and Assignment.** If you object to the (i) Proposed Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, each as specified on the attached Exhibit "A," you must file with the Bankruptcy Court a written objection (a "**Treatment Objection**") setting forth (i) the basis for such objection and (ii) the name and contact information of the person authorized to settle such objection, and serve the same on the following parties, so that such Treatment Objection is actually received no later than **4:00 p.m. (Central Time) on February 6, 2017** (the "**Treatment Objection Deadline**");

- (i) The Debtors, CHC Group Ltd., 600 E. Las Colinas Blvd., Suite 1000 Irving, Texas 75039 (Attn: Hooman Yazhari);
- (ii) The attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq. and Kelly DiBlasi, Esq.) and Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201 (Attn: Stephen A. Youngman, Esq.);
- (iii) The Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242 (Attn: Meredyth A. Kippes, Esq.);
- (iv) The attorneys for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere

² Receipt of this Notice is not an admission by the Debtors that any of the Contracts listed on Exhibit "A" are executory contracts or unexpired leases. Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Contracts listed on Exhibit "A" are not executory contracts or unexpired leases.

³ Pursuant to the Cayman Proceedings and that certain Asset Purchase Agreement between CHC Group Ltd., as seller, and Reorganized CHC, as purchaser, any Contracts held by CHC Group Ltd. shall be assumed and assigned by Reorganized CHC on the Effective Date of the Plan.

Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201 (Attn: Marcus Helt, Esq.); and

- (v) The attorneys for the Ad Hoc Noteholder Group, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq., James Savin, Esq., Jason Rubin, Esq.).

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to a Contract identified on Exhibit "A," such Contract shall be deemed assumed (and, if applicable, assigned) as of the Effective Date of the Plan and the Proposed Cure Amount specified on Exhibit "A" shall be the Cure Amount and shall be deemed to satisfy in full any prepetition obligations the Debtors might have with respect to such Contract(s) under section 365(b) of the Bankruptcy Code. To the extent you have more than one Contract identified on Exhibit "A," a Treatment Objection with respect to one Contract shall have no impact on the other Contract(s) to which you are a party for which no Treatment Objection has been filed and served.

4. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the assumption or assumption and assignment, as applicable, of a Contract, or a Proposed Cure Amount, you should contact the Debtors prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact for such matters is the Debtors' attorneys, Weil, Gotshal & Manges LLP, Charlie Chen at 713-546-5247. If such dispute cannot be resolved consensually prior to the Treatment Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve a Treatment Objection as set forth in paragraph 3 above to preserve your right to object to the assumption or assumption and assignment, as applicable, or the Proposed Cure Amount.

5. **Hearing.** If you timely file and serve a Treatment Objection that is not otherwise resolved after a reasonable period of time, a hearing will be scheduled in accordance with Section 8.2(c) of the Plan. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, if the Bankruptcy Court approves the assumption or assumption and assignment, as applicable, of your Contract(s) notwithstanding a Treatment Objection, the assumption or assumption and assignment, as applicable, of your Contract(s) shall be effective as of the Effective Date of the Plan.

6. **Reservation of Rights.** If you file a Treatment Objection with respect to any Contract listed on Exhibit "A," the Debtors and the Reorganized Debtors, as applicable, reserve the right to seek to reject such Contract at any time before the (i) assumption or assumption and assignment, as applicable, or (ii) Proposed Cure Amount with respect to such Contract is determined by a Final Order of the Bankruptcy Court.

Exhibit "A"

Contract Counter Party	Description of Contract	Cure Amount
OMNI Táxi Aéreo S.A. Av. Ayrton Senna, 2541, Rua F1 Aeroporto de Jacarepaguá Rio de Janeiro, Rio de Janeiro Brazil	Transactional	\$0.00