

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

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

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Melissa Membrino, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On February 15, 2017, at my direction and under my supervision, employees of KCC caused to be served per postal forwarding address the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Notice Regarding (I) Executory Contract and Unexpired Leases Relating to Aircraft Equipment to be Assumed or Assumed and Assigned, (II) Proposed Cure Amounts, and (III) Related Procedures** (attached hereto as **Exhibit B**)
- **Schedule of Assumed Aircraft Leases** (attached as Exhibit H3 to Docket No. 1519)
- **Notice of Rejection of Executory Contracts and Unexpired leases Relating to Aircraft Equipment and Related Procedures** (attached hereto as **Exhibit C**)
- **Schedule of Rejected Aircraft Leases** (attached as Exhibit H4 to Docket No. 1519)
- **Schedule of Postpetition Aircraft Agreements** (attached as Exhibit H5 to Docket No. 1519)

Dated: February 17, 2017

/s/ Melissa Membrino
Melissa Membrino
KCC
2335 Alaska Ave
El Segundo, CA 90245



16318541702220000000000003

Exhibit A

Exhibit A

Contract Counterparty Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address	City	State	Zip
United Technologies Corporation	Attn Treasure	4 Farm Springs Rd	Farmington	CT	06032-2573

Exhibit B

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

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

**NOTICE REGARDING (I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES
RELATING TO AIRCRAFT EQUIPMENT TO BE ASSUMED OR ASSUMED AND
ASSIGNED, (II) PROPOSED CURE AMOUNTS, AND (III) RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases Relating to Aircraft Equipment 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 Aircraft Leases listing the executory contracts and unexpired leases relating to Aircraft Equipment (the “**Contracts**”) they intend to assume or assume and assign, as applicable. The Debtors may amend the Schedule of Assumed Aircraft 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 Aircraft Leases (and thus are identified

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.

for assumption or assumption and assignment, as applicable), which is attached hereto as **Exhibit "A."**²

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 each executory contract or unexpired lease relating to Aircraft Equipment that is listed on the attached Exhibit "A" is zero.**

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 special aircraft attorneys for the Debtors, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. and Richard F. Hahn, Esq.);
- (iii) 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.);
- (iv) The Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242 (Attn: Meredyth A. Kippes, Esq.);
- (v) 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.

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

- (vi) 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 shall be the Cure Amount and shall be deemed to satisfy in full any 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 some, but not all, of your executory contracts or unexpired leases with the Debtors shall have no impact on the assumption, assumption and assignment or rejection of the other executory contracts and unexpired leases to which you are a party, and such executory contracts and unexpired leases may be deemed assumed, assumed and assigned or rejected notwithstanding such Treatment Objection in accordance with the provisions of the Plan.

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' special aircraft counsel, Debevoise & Plimpton LLP, prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The appropriate contact person at Debevoise & Plimpton LLP for such matters is Jasmine Ball at 212-909-6845. 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.

7. **Payment of Cure Amount.** Any Cure Amount shall be paid as soon as reasonably practicable following the Effective Date of the Plan or entry of a separate Final Order approving the assumption or assumption and assignment, as applicable, of the respective Contract. Upon payment in full of the Cure Amount, any and all proofs of Claim based upon

such Contract(s) shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

Dated: January 22, 2017
New York, New York

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

Jasmine Ball (*pro hac vice*)

Richard F. Hahn (*pro hac vice*)

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New York, New York 10022

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Email: jball@debevoise.com

rfhahn@debevoise.com

*Special Aircraft Attorneys for Debtors and
Debtors in Possession*

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-and-

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Kelly DiBlasi (*pro hac vice*)

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New York, New York 10153

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Facsimile: (212) 310-8007

Email: gary.holtzer@weil.com

Kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

Exhibit C

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

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

**NOTICE OF REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES RELATING TO AIRCRAFT EQUIPMENT AND RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases Relating to Aircraft Equipment to be Rejected.** 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 Rejected Aircraft Leases listing the executory contracts and unexpired leases relating to Aircraft Equipment (the “**Contracts**”) they intend to reject. The Debtors may amend the Schedule of Rejected Aircraft 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 add, delete, or reclassify any executory contract or unexpired lease; *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 Rejected Aircraft Leases (and thus are identified for rejection) and are listed on **Exhibit “A,”** annexed hereto.²

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.

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.

2. **Deadline to Respond to Proposed Rejection.** If you object to the rejection of a particular Contract, 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 special aircraft attorneys for the Debtors, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. and Richard F. Hahn, Esq.);
- (iii) 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.);
- (iv) The Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242 (Attn: Meredyth A. Kippes, Esq.);
- (v) 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 Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201 (Attn: Marcus Helt, Esq.); and
- (vi) 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 rejected as of the Effective Date of the Plan. To the extent you have more than one Contract identified on Exhibit “A,” a Treatment Objection with respect to some, but not all, of your executory contracts or unexpired leases with the Debtors shall have no impact on the rejection, assumption or assumption and assignment of the other executory contracts and unexpired leases to which you are a party, and such executory contracts and unexpired leases may be deemed rejected, assumed or assumed and assigned notwithstanding such Treatment Objection in accordance with the provisions of the Plan.

3. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the rejection of a Contract, you should contact the Debtors’ special aircraft counsel, Debevoise & Plimpton LLP, prior to the Treatment Objection Deadline to attempt to resolve

such dispute consensually. The appropriate contact person at Debevoise & Plimpton LLP for such matters is Jasmine Ball at 212-909-6845. 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 2 above to preserve your right to object to the rejection of such Contract(s).

4. **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 rejection of your Contract(s) notwithstanding a Treatment Objection, the rejection of your Contract(s) shall be effective as of the Effective Date of the Plan.

5. **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 reclassify the proposed treatment of such Contract at any time before the rejection with respect to such Contract is determined by Final Order of the Bankruptcy Court.

6. **Rejection Claims.** You must file a proof of claim with the Debtors' claims and noticing agent, KCC, for any claim arising from the rejection of a Contract (a "**Rejection Claim**") no later than **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days after entry of an order of the Bankruptcy Court approving the rejection of such Contract** (the "**Rejection Bar Date**") at the following address:³

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

The following procedures for the filing of proofs of claim shall apply:

- (i) Proofs of claim must conform substantially to the Official Bankruptcy Form B410 ("**Official Form B410**");
- (ii) Proofs of claim must set forth with specificity the legal and factual basis for the alleged claim;
- (iii) Proofs of claim may not be delivered by facsimile, telecopy, or electronic transmission;
- (iv) Proofs of claim shall be deemed timely filed only if **actually received** by KCC on or before the applicable Rejection Bar Date;
- (v) Proofs of claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the

³ Official Form B410 can be found at www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0 or <http://www.kccllc.net/chc>.

claimant; (ii) include supporting documentation for the claim (if voluminous, attach a summary) or an explanation as to why such documentation is not available; (iii) be written in the English language; and (iv) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); and

- (vi) Proofs of claim must specify by name and case number the Debtor against which the proof of claim is filed. If you are asserting a claim against more than one Debtor, separate proofs of claim must be filed against each such Debtor and you must identify on your proof of claim the specific Debtor and case number against which your claim is asserted.

7. **Consequences of Failure to File a Proof of Claim.** Any holder of a Rejection Claim that fails to timely file a proof of claim in the appropriate form will be forever barred from asserting such Rejection Claim against the Debtors and their chapter 11 estates and from participating in any distribution in the Debtors' cases on account of such Rejection Claim.

A holder of a possible Rejection Claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a proof of claim.

Dated: January 22, 2017
New York, New York

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

Jasmine Ball (pro hac vice)

Richard F. Hahn (pro hac vice)

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