



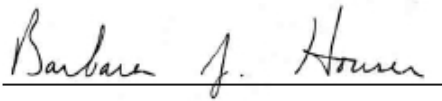
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 7, 2016


United States Bankruptcy Judge

**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. et al.,	:	Case No. 16-31854 (BJH)
	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER AUTHORIZING THE RETENTION AND
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS,
NOTICING, AND BALLOTING AGENT NUNC PRO TUNC TO THE PETITION DATE**

Upon the Application, dated May 5, 2016 (the "**Application**"),¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to 28 U.S.C. § 156(c), for the authority to retain and appoint KCC as Claims and Noticing Agent to, among other things, (a) distribute required notices to parties in interest, (b) provide balloting and other administrative services for the

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.



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Debtors, (c) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors' cases, and (d) provide such other services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk's office; and upon the Gershbein Declaration submitted in support of the Application; and the Debtors having estimated that there are several thousand creditors in these cases; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that KCC has the capability and experience to provide such services and that KCC does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the “**U.S. Trustee**”), (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to certain secured lenders under the ABL

Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, and (viii) the Internal Revenue Service; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the “**Hearing**”); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors’ Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.
2. Notwithstanding any terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain KCC and KCC is appointed as Claims and Noticing Agent, effective *nunc pro tunc* the Petition Date, under the terms and conditions of the Engagement Agreement, and KCC is authorized and directed to perform all noticing, claims docketing and processing, balloting, and all related tasks in these chapter 11 cases, all as described in the Application (collectively, the “**Claims, Noticing, and Balloting Services**”).

4. KCC is directed to perform all of the noticing required to be performed by the Clerk pursuant to Rule 2002 and any other applicable Federal Rule of Bankruptcy Procedure (**“Bankruptcy Rule”**).

5. KCC shall: (1) prepare and serve notices required in these chapter 11 cases; (2) file a certificate of service within seven (7) days after each service, which includes a copy of the notice, a list of the persons to whom it was mailed in alphabetical order, and the date of mailing; (3) if requested by the Debtors, print, mail and tabulate ballots for purposes of voting on a chapter 11 plan to which a disclosure statement has been approved by the Court; (4) assist with the preparation, maintenance and updating of the Debtors’ master service list and databases of creditors; (5) furnish a notice of bar date, approved by the Clerk, for the filing of a proof of claim or interest together with Official Form B410 to each creditor; (6) record all transfers of claims and provide notice of each transfer as required by Bankruptcy Rule 3001(e); (7) provide other technical and document management services of a similar nature requested by the Debtors or the Clerk; and (8) promptly comply with any further conditions and requirements as the Clerk or the Court may hereafter prescribe.

6. KCC shall serve as the agent for the Clerk and custodian of court records and, as such, shall be designated as the authorized repository for all proofs of claim or proofs of interest filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified electronic duplicate thereof on a monthly basis, unless otherwise directed by the Clerk or the Court.

7. KCC will provide access to the public for examination of copies of the proofs of claim or proofs of interest filed without charge during regular business hours.

8. KCC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

9. Debtors are authorized to compensate KCC for Claims, Noticing, and Balloting Services in accordance with the terms of the Engagement Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses. However, to the extent that the Debtors object to the reasonableness of any service, expense, and/or supply provided by KCC, the Debtors may contest the amount of any invoice presented to them for payment.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. KCC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the United States Trustee for the Northern District of Texas, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices.

12. If these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code and if claims agent representation would be necessary in the converted chapter 7 cases, KCC shall continue to be paid in accordance with 28 U.S.C. § 156(c) under the terms set forth herein.

13. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

14. KCC may apply its retainer to all prepetition invoices and KCC may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. The Debtors shall indemnify KCC under the terms of the Engagement Agreement and pursuant to this Order.

16. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims, Noticing, and Balloting Services, as provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

17. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any losses, claims, damages, judgments, liabilities and expenses that are: (i) judicially determined (the determination having become final) to have resulted from, have arisen from, or be related to KCC's gross negligence or willful misconduct ; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) are settled prior to a judicial determination under (i) of this paragraph 15, but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

18. Before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these cases, should KCC believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, KCC must file an application in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution or reimbursement.

19. In the event KCC is unable or unwilling to provide the Claims, Noticing, and Balloting Services, KCC shall immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and proofs of interest and computer information turned over to either (i) another claims and noticing agent who has been authorized by Court order to act as substitute claims and noticing agent, or (ii) the Clerk.

20. KCC shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the Court.

21. After entry of an order terminating KCC's services, upon the closing of these cases, or for any other reason, KCC shall be responsible for archiving all proofs of claim or

proofs of interest with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

22. Notwithstanding any term in the Engagement Agreement to the contrary, in no event will KCC's liability during the cases be limited to the amount billed to or paid by the Debtors for KCC's services.

23. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

24. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

25. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

26. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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Proposed Attorneys for Debtors and Debtors in Possession