

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

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

**PRECISION HELIPARTS, INC.'S LIMITED OBJECTION TO PROPOSED
REJECTION OF EXECUTORY CONTRACT AND TO CURE AMOUNTS
LISTED IN NOTICES REGARDING (I) EXECUTORY CONTRACTS AND
UNEXPIRED LEASES TO BE ASSUMED, (II) PROPOSED CURE
AMOUNTS AND (III) RELATED PROCEDURES**

COMES NOW, Precision Heliparts, Inc. ("Precision"), by and through its undersigned counsel, and, on a limited basis, objects to (i) the rejection of the Proposed Rejected Contract (as such term is defined below) and (ii) the cure amounts listed in the Cure Notices (as such term is defined below) served by CHC Group Ltd. and its affiliated debtors in the above-captioned jointly administered cases (collectively, the "Debtors"), and in support hereof, shows as follows:

1. On May 5, 2016 (the "Petition Date"), the Debtors filed voluntary bankruptcy petitions, thereby commencing above-captioned jointly administered chapter 11 cases.

2. The Debtors are parties to multiple contracts pursuant to which Precision supplies aircraft parts to the Debtors and/or repairs aircraft parts for the Debtors (each, a "Precision Supply/Repair Contract").

3. The Debtors are parties to multiple contracts pursuant to which the Debtor repairs aircraft parts for Precision (each, a "Debtor Repair Contract").

4. On December 20, 2016, the Bankruptcy Court approved the Disclosure Statement for the Second Amended Joint Chapter 11 Plan of CHC Group (as may be amended, the "Plan").

5. On January 22, 2017, the Debtors filed their Plan Supplement in Connection with the Debtors' Second Amended Joint Chapter 11 Plan at Docket No. 1519 (the "Plan").



Supplement”). Exhibit H2 of the Plan Supplement contains a list of executory contracts and unexpired leases to be rejected pursuant to the Plan (the “Rejection List”). One of the entries on the Rejection List is described as follows (the “Proposed Rejected Contract”):

<u>Counterparty</u>	<u>Description</u>
PRECISION HELIPARTS INC ATTN ADAM FETT 495 LAKE MIRRIR ROAD BLDG 800-G ATLANTA GA 30349 USA	Supply Agreement

6. Precision received two documents entitled Notice Regarding (I) Executory Contracts and Unexpired Leases to be Assumed, (II) Proposed Cure Amounts and (III) Related Procedures (the “Cure Notices”). One of the Cure Notices lists the following information regarding a contract to be assumed pursuant to the Plan (the “Service Agreement”):

<u>Contract Counter Party</u>	<u>Description of Contract</u>	<u>Cure Amount</u>
Precision Heliparts, Inc. 495 Lake Mirror Road Bldg 800 G Atlanta, GA 30349	Service Agreement	\$0.00

The second of the Cure Notices lists the following information regarding ten contracts to be assumed pursuant to the Plan (collectively, the “Transactional Agreements”) (collectively, with the Service Agreement, the “Proposed Assumed Contracts”):

<u>Contract Counter Party</u>	<u>Description of Contract</u>	<u>Cure Amount</u>
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00

PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00
PRECISION HELIPARTS INC ATTN DIRECTOR OR OFFICER 495 LAKE MIRRIR ROAD, BLDG 800-G ATLANTA GA 30349	Transactional	\$0.00

7. The Rejection List contains insufficient information regarding the Proposed Rejected Contract to determine exactly which of the multiple agreements between the Debtors and Precision is the Proposed Rejected Contract identified in the Plan Supplement. For example,

the Rejection List fails to contain even the most basic information regarding the Proposed Rejected Contract, such as whether it is a Precision Supply/Repair Contract or a Debtor Repair Contract. Further, there are no contract or purchase order numbers enabling Precision to identify the Proposed Rejected Contract. Accordingly, Precision has insufficient information to be able to meaningfully respond to the proposed rejection of the Proposed Rejected Contract. Thus, Precision hereby objects, on a limited basis, to the proposed rejection of the Proposed Rejected Contract.

8. The Cure Notices contain insufficient information regarding the Proposed Assumed Contracts to determine exactly which of the multiple agreements between the Debtors and Precision comprise the Proposed Assumed Contracts. For example, the Cure Notices fail to contain even the most basic information regarding the Proposed Assumed Contracts, such as whether each of them is a Precision Supply/Repair Contract or a Debtor Repair Contract. Further, there are no contract or purchase order numbers enabling Precision to identify the Proposed Assumed Contracts. Accordingly, Precision has insufficient information to be able to meaningfully respond to the proposed cure amounts for the Proposed Assumed Contracts. Thus, Precision hereby objects, on a limited basis, to the proposed cure amounts for the Proposed Assumed Contracts.

9. Precision has filed multiple proofs of claim in this Bankruptcy Case (collectively, the “Proofs of Claim”). Precision further objects to the assumption of the Proposed Assumed Contracts with the indicated cure amounts of zero for each of the Proposed Assumed Contracts to the extent that such proposed cure amounts are intended to object to or otherwise affect the allowed amounts of the Proofs of Claim. Precision hereby further reserves all rights and arguments with respect to the proposed rejection of Proposed Rejected Contract and the proposed assumption of the Proposed Assumed Contracts.

10. The Bankruptcy Code provides that a debtor may not assume and/or assign an executory contract unless, among other things, at the time of the assumption of such contract, the debtor cures any default under such contract. 11 U.S.C. § 365(b)(A). Based upon the insufficient identifying information with respect to the Proposed Assumed Contracts, Precision reserves the right to object to the proposed cure amount of zero for each of the Proposed Assumed Contracts.

WHEREFORE, for the reasons stated above, Precision requests that the Court enter an order providing:

(i) That no rejection of the Proposed Rejected Contract shall be approved until such time as Precision has been given sufficient information to identify the Proposed Rejected Contract and further opportunity to respond to the proposed rejection of the Proposed Rejected Contract;

(ii) That no assumption of the Proposed Assumed Contracts shall be approved until such time as Precision has been given sufficient information to identify the Proposed Assumed Contracts and further opportunity to respond to the proposed assumption of the Proposed Assumed Contracts; and

(iii) Such other and further relief as is just and equitable.

This 6th day of February 2017.

MCGUIREWOODS LLP

/s/ Justin R. Opitz

Justin R. Opitz

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-and-

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CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the above and foregoing *Precision Heliparts, Inc.'s Limited Objection to Proposed Rejection of Executory Contract and to Cure Amounts Listed in Notices Regarding (I) Executory Contracts and Unexpired Leases to Be Assumed, (II) Proposed Cure Amounts and (III) Related Procedures* via U.S. mail, postage prepaid, upon the following:

CHC Group Ltd.
600 E. Las Colinas Blvd., Suite 1000
Irving, Texas 75039
(Attn: Hooman Yazhari)

The Office of the United States Trustee
for the Northern District of Texas
1100 Commerce Street
Dallas, Texas 75242
Attn: Meredyth A. Kippes, Esq.

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
(Attn: Gary T. Holtzer, Esq.)
(Attn: Kelly DiBlasi, Esq.)

Kramer Levin Nafalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
(Attn: Douglas Mannal, Esq.)
(Attn: Anupama Yerramalli, Esq.)
(Attn: Rachael Ringer, Esq.)

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75242
(Attn: Stephen A. Youngman, Esq.)

This 6th day of February, 2017.

/s/ Justin R. Opitz

Justin R. Opitz