

Fill in this information to identify the case:

Debtor 1 6922767 Holding S.à.r.l.

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case Number 16-31855 (BJH)

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Official Form 410
Proof of Claim

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

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Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
0921528 B.C. Ltd.
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Squire Patton Boggs (US) LLP, Attn: Travis A. McRoberts</u> Name	<u>Argo Ventures, Inc., Attn: Jason H. Hong</u> Name
<u>2000 McKinney Avenue, Suite 1700</u> Number Street	<u>Sun Tower, 128 West Pender Street, #1700</u> Number Street
<u>Dallas</u> <u>Texas</u> <u>75214</u> City State Zip Code	<u>Vancouver</u> <u>British Columbia, Canada</u> <u>V6B 1R8</u> City State Zip Code
Contact phone <u>214.758.1500</u>	Contact phone <u>604.602.0878</u>
Contact email <u>travis.mcroberts@squirepb.com</u>	Contact email <u>Jason@argoventure.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed?
 No



a proof of claim for this claim?

Yes. Who made the earlier filing? _____

Part 2

Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ _____ unliquidated (see Exhibit A) _____ Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Damages associated with rejection of a lease of non-residential real property (see Exhibit A).

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9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

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Nature of property:

- Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- Motor vehicle
- Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

- Fixed
- Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ unknown

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No
 Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

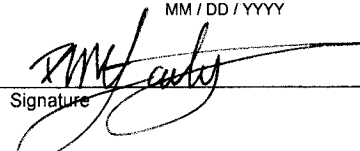
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Ryan M. Laity
First name Middle name Last name

Title Associate

Company Borden Ladner Gervais LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1200 Waterfront Centre, 200 Burrard Street
Number Street

Vancouver British Columbia, Canada V7X 1T2
City State ZIP Code

Contact phone 604.632.3544 Email rlaity@blg.com

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MURTZMAN CARSON CONSULTANTS

December 29, 2016

VIA OVERNIGHT DELIVERY

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

Re: *In re CHC Group Ltd., Case No. 16-31854 (BJH), Bankr. N.D. Tex.*

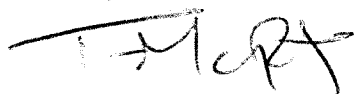
Dear Sir or Madam:

Enclosed for filing please find the original rejection damages proof of claim of 0921528 B.C. Ltd. against 6922767 Holding S.à.r.l. (Case No. 16-31855 (BJH)), a debtor in the above-referenced jointly administered chapter 11 cases.

A duplicate copy of the proof of claim is also included. Upon receipt, please date-stamp the duplicate copy and return it to me in the provided self-addressed stamped envelope for my records.

If you have any questions, please do not hesitate to contact me at (214) 758-1589 or travis.mcroberts@squirepb.com.

Sincerely,



Travis A. McRoberts

EXHIBIT A

(0921528 B.C. Ltd.)

0921528 B.C. Ltd. (the "Landlord") files the attached proof of claim in the chapter 11 cases of Heli-One Canada ULC ("Heli-One") and 6922767 Holding S.A.R.L. ("6922767 Holding") and, together with the Landlord and Heli-One, the "Parties"). The chapter 11 cases of Heli-One and 6922767 Holding have been assigned case numbers 16-31893 (BJH) and 16-31855 (BJH), respectively, and were commenced on May 5, 2016 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

On or about April 17, 2012, the Landlord, Heli-One Inc. (the predecessor of Heli-One), as tenant, and 6922767, as guarantor, entered into that certain *Lease of Premises Single Tenancy* (the "Lease") in respect of the non-residential real property situated at 4300 80th Street, Boundary Bay Airport, Delta, British Columbia (the "Boundary Bay Facility"). The Lease sets forth the terms and conditions under which Heli-One is authorized to occupy the Boundary Bay Facility, including the Parties' respective rights and obligations with regard to, among other things, financial consideration, business taxes and building costs, use of the premises, insurance and indemnity, maintenance and repairs, damage and destruction, and default. The Lease contemplated an initial term of twenty-three (23) years and included two renewal options that could have extended it through 2050. Due to the sensitive nature of the Lease, the Landlord's ongoing efforts to re-lease the Boundary Bay Facility, and because Heli-One and 6922767 Holding are already in possession of a true and correct copy of the same, a copy of the Lease is not attached to this filing. However, to the extent needed to reconcile this claim, the Landlord will provide a copy of the Lease upon request.

As a lease of non-residential real property, and because the Lease had not been affirmatively assumed by Heli-One or 6922767 Holding, the Lease was deemed rejected by operation of section 365(d)(4) of Title 11 of the United States Code on December 1, 2016.¹ Due to the deemed rejection (and other ongoing defaults), and therefore breach, of the Lease, the Landlord has been damaged in an unliquidated amount that cannot be adequately determined as of the filing of this proof of claim.² The sum due from Heli-One, as tenant, and 6922767 Holding, as guarantor, includes, but is not limited to, rent due under the Lease, costs associated with damage to, or destruction of, the property, chattels and fixtures, unauthorized removal of the Landlord's property, unpaid business and other taxes, unpaid charges for utilities and heating/cooling, indemnification of the Landlord, and other miscellaneous damages.

The Landlord specifically reserves the right to amend this claim if necessary to, among other things, include all claims, damages and other amounts to which the Landlord is entitled under the Lease and applicable law related to or arising out of the rejection of the Lease, as well as on account of provisions for the payment of additional charges, future interests, and all other costs, including attorneys' fees, to which it is entitled.

¹ See Docket No. 805 in jointly administered case no. 16-31854 (BJH).

² As of the filing of this proof of claim, Heli-One has yet to vacate the premises. Until Heli-One returns the Boundary Bay Facility to the Landlord, a complete accounting of the Landlord's damages is impossible.