

**Fill in this information to identify the case:**

Debtor 1 Heli-One Canada ULC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case Number 16-31893 (BJH)

**RECEIVED**  
**FEB 22 2017**

**Official Form 410**  
**Proof of Claim**

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

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04/16

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)

<p>Where should notices to the creditor be sent?</p> <p><u>Squire Patton Boggs (US) LLP, Attn: Travis A. McRoberts</u> Name</p> <p><u>2000 McKinney Avenue, Suite 1700</u> Number Street</p> <p><u>Dallas</u> <u>Texas</u> <u>75214</u> City State Zip Code</p> <p>Contact phone <u>214.758.1500</u></p> <p>Contact email <u>travis.mcroberts@squirepb.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Argo Ventures, Inc., Attn: Jason H. Hong</u> Name</p> <p><u>Sun Tower, 128 West Pender Street, #1700</u> Number Street</p> <p><u>Vancouver</u> <u>British Columbia, Canada</u> <u>V6B 1R8</u> City State Zip Code</p> <p>Contact phone <u>604.602.0878</u></p> <p>Contact email <u>Jason@argoventure.com</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
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4. Does this claim amend one already filed?  
 No  
 Yes. Claim number on court claims registry (if known) 1200 Filed on 12 30 2016  
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). \_\_\_\_\_

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

**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 \_\_\_\_\_

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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:

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 02/17/2017  
MM/DD/YYYY

M Verbrugge  
Signature

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

Name Magnus C. Verbrugge  
First name Middle name Last name

Title Partner

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 604.687.5744 Email MVerbrugge@blg.com

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## EXHIBIT A

(0921528 B.C. Ltd.)

0921528 B.C. Ltd. (the "Landlord") files this amended 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. This proof of claim amends Landlord's proof of claim numbers 1199 and 1200 filed on December 30, 2016.

On or about April 17, 2012, the Landlord, Heli-One Inc. (the predecessor of Heli-One), as tenant, and 6922767 Holding, as guarantor, entered into that certain *Lease of Premises Single Tenancy* (the "Lease") in respect of the non-residential real property situated at 4300 80<sup>th</sup> Street, Boundary Bay Airport, Delta, British Columbia (the "Boundary Bay Facility"). The Lease set forth the terms and conditions under which Heli-One was 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. Heli-One and 6922767 Holding are in possession of a true and correct copy of the same and, thus, a copy of the Lease is not attached to this filing. However, 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 Landlord asserted that the Lease would be deemed rejected by operation of section 365(d)(4) of Title 11 of the United States Code on December 1, 2016.<sup>1</sup> Despite deemed rejection being set to occur on December 1, Heli-One and 6922767 Holding filed a motion to reject the Lease on November 30, 2016 and scheduled it for hearing on January 24, 2017 (the "Rejection Motion").<sup>2</sup> While the Parties disagreed about the effective date of rejection, they ultimately reached a settlement (the "Settlement") whereby (i) rejection would be effective upon the entry of an order granting the Rejection Motion, (ii) a separate dispute over the nature and extent of Heli-One's interest in certain property, fixtures, chattels and other items (the "Property Ownership Dispute") would be litigated in the proceeding commenced before the Supreme Court of British Columbia on September 30, 2016 under Part IV of the Companies' Creditors Arrangement Act, No. S-169079, Vancouver Registry (the "CCAA Proceeding"), and (iii) the parties respective rights with respect to the Property Ownership Dispute and any other dispute that may arise were reserved. The Settlement was memorialized in a revised proposed form of order granting the Rejection Motion (the "Rejection Order"). The

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<sup>1</sup> See Docket No. 805 in jointly administered case no. 16-31854 (BJH) (the "Main Case"). The Landlord previously filed proof of claim nos. 1199 and 1200 on account of its rejection damages. This claim amends and supersedes those claims.

<sup>2</sup> See Docket No. 1265 in the Main Case.

Court approved the settlement and entered the Rejection Order on January 24, 2016.<sup>3</sup> Heli-One surrendered the property to the Landlord on February 1, 2017.

Due to the 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 amended proof of claim. The Landlord only recently received possession of the premises and therefore has not had an opportunity to fully assess its damages. However, the sum due from Heli-One, as tenant, and 6922767 Holding, as guarantor, includes, but is not limited to, rent due under the Lease, unpaid business and other taxes, unpaid charges for utilities and heating/cooling, indemnification of the Landlord, pre-petition environmental liabilities, improper removal and/or destruction of Landlord's property, physical damage to the premises and other compensatory, consequential and punitive damages.

The Landlord specifically reserves the right to amend this claim if necessary to, among other things, include and quantify 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.

Moreover, the Landlord specifically reserves the right to assert an administrative claim for any and all liabilities that arose post-petition, including, without limitation, potential post-petition environmental contamination and costs associated with damage to, or destruction of, the property, chattels and fixtures, and unauthorized removal of the Landlord's property. Nothing contained in this amended proof of claim, including the reservation to file an administrative claim, is intended to waive, nor shall it constitute a waiver of, the right of the Landlord to pursue claims arising after the Petition Date in the CCAA Proceeding, including claims of the type set forth in this amended proof of claim and as provided in the Rejection Order.<sup>4</sup>

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<sup>3</sup> See Docket No. 1542 in the Main Case.

<sup>4</sup> See *Id.*