United States Bankruptcy Court for the Northern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- [X] CHC Group Ltd. (Case No. 16-31854)
- [ ] 6922767 Holding SARL (Case No. 16-31855)
- [ ] Capital Aviation Services B.V. (Case No. 16-31856)
- [ ] CHC Cayman ABL Borrower Ltd. (Case No. 16-31857)
- [ ] CHC Cayman ABL Holdings Ltd. (Case No. 16-31858)
- [ ] CHC Cayman Investments I Ltd. (Case No. 16-31859)
- [ ] CHC Den Helder B.V. (Case No. 16-31860)
- [ ] CHC Global Operations (2008) ULC (Case No. 16-31862)
- [ ] CHC Global Operations Canada (2008) ULC (Case No. 16-31870)
- [ ] CHC Global Operations International ULC (Case No. 16-31879)
- [ ] CHC Helicopter (1) S.À R.L. (Case No. 16-31892)
- [ ] CHC Helicopter (2) S.À R.L. (Case No. 16-31895)
- [ ] CHC Helicopter (3) S.À R.L. (Case No. 16-31878)
- [ ] CHC Helicopter (4) S.À R.L. (Case No. 16-31882)
- [ ] CHC Helicopter (5) S.À R.L. (Case No. 16-31890)
- [ ] CHC Helicopter Australia Pty. Ltd. (Case No. 16-31872)
- [ ] CHC Helicopter Holding S.À R.L. (Case No. 16-31875)
- [ ] CHC Helicopter S.A. (Case No. 16-31863)
- [ ] CHC Helicopters (Barbados) Limited (Case No. 16-31865)
- [ ] CHC Helicopters (Barbados) SRL (Case No. 16-31867)
- [ ] CHC Holding (UK) Limited (Case No. 16-31868)
- [ ] CHC Holding NL B.V. (Case No. 16-31874)
- [ ] CHC Hoofddorp B.V. (Case No. 16-31861)
- [ ] CHC Leasing (Ireland) Limited (Case No. 16-31864)
- [ ] CHC Netherlands B.V. (Case No. 16-31866)
- [ ] CHC Norway Acquisition Co AS (Case No. 16-31869)
- [ ] Heli-One (Netherlands) B.V. (Case No. 16-31871)
- [ ] Heli-One (Norway) AS (Case No. 16-31876)
- [ ] Heli-One (U.S.) Inc. (Case No. 16-31881)
- [ ] Heli-One (UK) Limited (Case No. 16-31888)
- [ ] Heli-One Canada ULC (Case No. 16-31893)
- [ ] Heli-One Holdings (UK) Limited (Case No. 16-31894)
- [ ] Heli-One Leasing (Norway) AS (Case No. 16-31886)
- [ ] Heli-One Leasing ULC (Case No. 16-31891)
- [ ] Heli-One USA Inc. (Case No. 16-31853)
- [ ] Heliworld Leasing Limited (Case No. 16-31889)
- [ ] Integra Leasing AS (Case No. 16-31885)
- [ ] Lloyd Bass Strait Helicopters Pty. Ltd. (Case No. 16-31883)
- [ ] Lloyd Helicopter Services Limited (Case No. 16-31873)
- [ ] Lloyd Helicopter Services Pty. Ltd. (Case No. 16-31877)
- [ ] Lloyd Helicopters International Pty. Ltd. (Case No. 16-31880)
- [ ] Lloyd Helicopters Pty. Ltd. (Case No. 16-31884)
- [ ] Management Aviation Limited (Case No. 16-31887)

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Official Form 410
Proof of Claim

KURTZMAN CARSON CONSULTANTS

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or 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.

Part 1: Identify the Claim

[X] Date Stamped Copy Returned
[ ] No self addressed stamped envelope
[ ] No copy to return

1. **Who is the current creditor?**
   Airinmar Limited
   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?**
   [X] 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?
   Airinmar Limited
   Attn: Byron Mawdsley
   1 Ivanhoe Road
   Finchampstead, Berkshire RG40 4QQ
   Office: (414) 255-2840
   BM@airinmar.com

   -and-

   Goldberg Kohn Ltd.
   Attn: Jeremy M. Downs, Esq.
   55 East Monroe Street, Suite 3300
   Chicago, IL 60603
   Office: (312) 201-4000
   jeremy.downs@goldbergkohn.com

   Where should payments to the creditor be sent? (if different)
   Airinmar Limited
   Attn: Byron Mawdsley
   1 Ivanhoe Road
   Finchampstead, Berkshire RG40 4QQ
   Office: (414) 255-2840
   BM@airinmar.com

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

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   [X] No
   [ ] 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?**

not less than $82,550.00; see attached Rider.

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.

Services Performed; see attached Rider.

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.)

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Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount 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.** $_____

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)?**

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

☒ No

☐ Yes. *Check all that apply:* **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.

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

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 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 07 19 2016
MM / DD / YYYY

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B. Mawdsley
Signature

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

Name: Byron (First name) Mawdsley (Last name) — Middle name

Title: VP Finance

Company: Airinmar Ltd.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1 Ivanhoe Road
Number Street
Finchampstead, Berkshire, RG40 4QQ United Kingdom
City State ZIP Code Country

Contact phone: (414) 255-2840 Email: BM@airinmar.com

July 26, 2016

kristina.bunker@goldbergkohn.com
direct phone: 312.863.7191
direct fax: 312.863.7443

VIA FEDERAL EXPRESS

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

RE: CHC Group Ltd.,
Bankr. N.D. Texas Case No. 16-31854

Dear Claims Processing Center:

Enclosed please find the original proof of claim of Airinmar Limited to be filed in the above-referenced bankruptcy case.

Please return a file-stamped copy of the Proof of Claim to me using the enclosed, prepaid, Federal Express envelope. Feel free to contact me at 312-863-7191 or kristina.bunker@goldbergkohn.com should you have any questions.

Sincerely,

Kristina A. Bunker
Bankruptcy Paralegal

Enclosures

TEL 312.201.4000 FAX 312.332.2196 WEB WWW.GOLDBERGKOHN.COM
55 EAST MONROE STREET SUITE 3300 CHICAGO ILLINOIS 60603-5792

MERITAS LAW FIRMS WORLDWIDE

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
	)	
CHC GROUP LTD.,	)	Case No. 16-31854 (BJH)
	)	
Debtor.	)	

RIDER TO PROOF OF CLAIM
OF AIRINMAR LIMITED

1. Airinmar Limited ("Claimant") performed certain services for CHC Group Ltd. ("Debtor") pursuant to the terms of that certain Sales and Agency Agreement, dated as of December 11, 2014, by and between Claimant and Debtor (as amended, supplemented, or otherwise modified from time to time, the "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A.

2. On May 5, 2016 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code").

3. As of the Petition Date, the Debtor was indebted to Claimant on an unsecured basis in the aggregate amount of not less than $82,550.00 for services rendered on account of the Agreement (the "Prepetition Debt"). A detailed summary of the Prepetition Debt is attached hereto as Exhibit B.

4. Claimant reserves the right to amend, supplement, or modify this Proof of Claim, including, without limitation, with additional, relevant documents and with additional amounts due under the Prepetition Documents, or otherwise.

5. Notwithstanding the foregoing, Claimant does not by the filing of this Proof of Claim waive, and shall in no event be deemed to have waived, any right, remedy, expense, claim or interest it has, or any right, remedy, expense, claim or interest that may hereafter arise, against Debtor, under the Bankruptcy Code, or other applicable law.

* * *

Exhibit A to Rider to Proof of Claim of Airinmar Limited

Execution Version

THIS SALES AND AGENCY AGREEMENT (the "**Agreement**") is dated December 11, 2014.

PARTIES

(1) CHC GROUP LTD., a company established under the laws of the Cayman Islands with its registered office at c/o 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands registered in the companies register of the Cayman Islands, under number 213521 (**CHC**).

(2) AIRINMAR LIMITED, a company incorporated and registered in England and Wales with company number 3125944 whose registered office is at 1 Ivanhoe Road, Hogwood Industrial Estate, Finchampstead, Berkshire, RG40 4 QQ, United Kingdom (**Airinmar**).

WHEREAS

(A) Airinmar is a provider of administrative services relative to the sourcing of third party testing / repair / overhaul and analogous services and the administration of third party relationships;

(B) CHC is a provider of global helicopter transport and technical services

(C) CHC wishes to instruct Airinmar in the performance of the Services and the Agency Services for it and its Affiliates, in each case as defined herein.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Affiliate: any person controlled by, controlling or under common control with a Party and, in respect of CHC shall specifically include EEA Helicopter Operations B.V. and any person controlled by, controlling or under common control with EEA Helicopter Operations B.V.

Airinmar Property: equipment, tools, parts, documents, information, media, recordings, manuals, papers which are produced by or for, owned by or otherwise provided by or for Airinmar or its Affiliates and which are under the control or possession of CHC, its Affiliates or its and their contractors of any tier (including where the same are prepared or produced by CHC, its Affiliates or its and their contractors of any tier for the purposes of this Agreement) pursuant to this Agreement.

Applicable Laws: all statutes, statutory instruments, regulations, directives, jurisprudence and administrative or regulatory decisions having the effect of law, bulletins issued by a body governing the activities of CHC (whether international, national, federal, regional or local).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

CHC Property: equipment, tools, parts, documents, information, media, recordings, manuals, papers which are produced by or for, owned by or otherwise provided by or for CHC or its Affiliates and which are under the control or possession of Airinmar, its Affiliates or its and their contractors of any tier (including where the same are prepared or produced by Airinmar, its Affiliates or its and their contractors of any tier for the purposes of this Agreement) pursuant to this Agreement.

Claims: any claims, damages, losses, liabilities, fines, penalties, costs and expenses (including legal expenses).

Commencement Date: December 1, 2014.

Control: the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

First Invoice Date: as per Schedule 2 (Charging Framework and Strategic Performance Targets).

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by CHC or its Affiliates or in CHC Property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Local Regulations: laws and regulations applicable to the Services.

Payments: the payments or potential payments which are due by CHC to Airinmar as a result of the performance of the Services, as more properly described in Schedule 2 hereto.

Services: the services to be performed by Airinmar, as more properly described in Schedule 1, pursuant to the terms of this Agreement.

Year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the period of this Agreement.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. [RESERVED]

3. AIRINMAR'S OBLIGATIONS AND WARRANTY

3.1 In relation to the Services, Airinmar undertakes and agrees at all times during the term of this Agreement:

(a) to perform the Services in a timely manner to the standard of an experienced provider of such services. Time is of the essence in the performance of the Services. The Services shall in all instances conform to the requirements of this Agreement and any specification contained herein, in particular but not limited to Schedule 2 and shall otherwise be fit for purpose.

(b) To act towards CHC conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to CHC under this Agreement and the general law.

(c) Except as authorised by CHC, not to act in a way which will incur any liabilities on behalf of CHC nor to pledge the credit of CHC.

(d) To ensure that relevant approvals are obtained from CHC at all times in accordance with Schedule 1 prior to the performance of the Services and to otherwise comply with all reasonable and lawful instructions of CHC from time to time concerning the performance of the Services, and generally to carry out the Services in such manner as it thinks best to promote the interest of CHC, subject to consulting CHC as to such manner.

(e) To use its commercially reasonable endeavours to perform the Services with all due care and diligence and to seek to improve CHC's goodwill..

(f) To act in accordance with sound commercial principles in its relations with suppliers, vendors and other third parties and to do refrain from giving or making of representations warranties or other promises to any suppliers, vendors or third parties unless approved by CHC in accordance with the CHC Approval DOA as per below:

- Component Planner USD 15,000
- Manager, Component Planning USD 50,000
- Director, Component Planning USD 500,000
- VP, Supply Chain USD 500,000
- COO USD 2,500,000

(g) To maintain at its own expense appropriate offices, stores and display and administration facilities and systems as may be necessary for the effective performance of its duties under this Agreement.

(h) To employ a sufficient number of suitably qualified dedicated personnel to ensure the proper fulfilment of Airinmar's obligations under this Agreement, including without limitation attending (on reasonable notice) meetings with CHC to discuss the Services, liaising with suppliers, vendors or other third parties and attending meeting with the same and providing administrative support to CHC and internally within Airinmar in the performance of the Services.

(i) To keep CHC fully informed of its activities concerning the Services and to provide CHC with reports on request.

(j) [Reserved].

(k) To maintain a list of suppliers, vendors and third parties pertinent to the Services from time to time, and on request to supply CHC with an up-to-date copy of that list.

(l) To keep all CHC Property which it holds or which is under its control in conditions notified to and approved by CHC or (in the absence of such notification) which are appropriate for their storage and security all at its own cost, stored separately from other goods or property and clearly indicated as belonging to CHC.

(m) Solely within the quotation process, on behalf of CHC take part in any dispute relating to the cost of a quotation provided to Airinmar by a supplier. However, for clarity, Airinmar will not be responsible for the resolution of financial disputes between CHC and a supplier, as the commercial relationship remains between CHC and its suppliers as per prior to the Agreement.

(n) [Reserved].

(o) [Reserved].

(p) To be liable to CHC against any liabilities incurred by CHC as a result of Airinmar breaching any Local Regulations or international laws from time to time in force which pertain to the Services.

(q) To allow CHC's authorised representatives at any reasonable time to have access to Airinmar's premises (or to arrange for CHC's authorised representatives to have access to other relevant premises) for the purpose of inspecting Airinmar's books and records and for inspecting or taking stock of or possession of any CHC Property, in each case limited to the extent arising in connection with the Services.

3.2 Where Airinmar fails to properly perform the Services, it shall as applicable (i) reperform the Services at its own cost; and (ii) with Airinmar's prior written consent, shall reimburse CHC for reasonable and actual costs associated with Claims which CHC shall incur as a result of Airinmar's failure to perform the Services in accordance with this Clause 3.2 (including contractual penalties actually incurred by CHC derived from Airinmar's breach of this Clause 3), notwithstanding that CHC shall insofar possible seek to mitigate such Claims. Airinmar's maximum liability per occurrence shall be limited to a maximum of Seven Million United States Dollars ($7,000,000) per annum, notwithstanding that Airinmar's liability relative to contractual penalties incurred by CHC as referenced above shall be expressly limited to Two Million United States Dollars ($2,000,000) in aggregate on a per annum basis.

3.3 Where Airinmar is unable or unwilling to re-perform the defective Services, CHC shall be entitled to instruct a third party to perform the defective Services, which costs shall be borne solely by Airinmar.

3.4 Where CHC considers that Airinmar personnel are insufficiently experienced or qualified, it shall request a meeting with Airinmar at which the parties will discuss the relevant personnel. If the parties agree that the relevant personnel is insufficient, then Airinmar shall endeavour to replace such personnel within five business days of such determination.

4. CHC'S UNDERTAKINGS

4.1 CHC undertakes and agrees with Airinmar during the term of this Agreement:

(a) To act at all times in its relations with Airinmar dutifully and in good faith and to provide reasonable assistance to Airinmar in the performance of its Services.

(b) To supply to Airinmar with CHC Property as Airinmar may from time to time reasonably require for the purposes of performance of the Services and to enable it properly and efficiently to discharge its duties under this Agreement.

(c) Within a reasonable period of becoming aware of the same, and subject to its rights under CHC terms or a Contract, to perform any applicable obligations arising as a result of the proper performance of the Services.

(d) Where appropriate, to inform Airinmar within a reasonable time if any contract arrangements concluded for and on its behalf by Airinmar will not be performed by it, and of the reason for such non-performance (including where such contractual arrangements exceed the scope of authority under this Agreement).

5. PAYMENTS AND AUDIT

5.1 CHC shall (subject to Airinmar performing its obligations under this Agreement) effect the Payments to Airinmar subject to the procedure outlined in Schedule 2.

5.2 Airinmar shall raise an invoice for the Payments which it considers due quarterly in respect of the Repair Cycle Management and Strategic Value Engineering services. The first invoice shall be raised on the First Invoice Date and consecutively on a quarterly basis thereafter. CHC shall effect payment of the invoices within thirty (30) days of the quarter end date. Airinmar shall raise an invoice for the Payments which it considers due in respect of the Strategic Sourcing services as set out in Schedule 2, Section 1.(b). CHC shall effect payment of the invoices within 30 days of the invoice date. Airinmar shall raise an invoice for any applicable bonus based on agreed savings, and CHC will effect payment within 30 days of the invoice date.

5.3 Where CHC disputes an invoice in good faith it shall do so in writing. Following notification, the Parties shall discuss and seek to resolve the disputed invoice. Once the dispute is resolved, the invoiced Payments shall be made within thirty (30) days of resolution. For clarification, the foregoing shall apply only to that portion of an invoice that is in dispute. All other amounts on such invoice that are in a separate line item from the disputed item shall be due and payable in the ordinary course.

5.4 All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question. A VAT invoice shall be provided against any payment.

5.5 Airinmar shall keep separate accounts and records giving correct and adequate details in relation to, which shall include but not be limited to:

(a) Quotation approval.

(b) The quotation approval process milestones related to auditing Repair Orders that are invoiced by the supplier at an amount above that of the approved quotation.

(c) Expenses claimed by Airinmar via the process outlined in the Scope of Work.

(d) The 'Baseline' repair spend for the program, at a Repair Order level, in order to provide accurate savings reporting to support the Performance Bonus outlined in the Scope of Work.

5.6 Where it is discovered pursuant to an exercise of inspection and audit rights under this Agreement that CHC has made an overpayment to Airinmar in respect of Services or Agency Services, Airinmar shall issue a credit in the amount of the overpayment forthwith to CHC. Payment of an invoice shall not constitute a waiver of any claims or right CHC may have at law or under this Agreement.

5.7 CHC shall also be entitled to conduct an audit or inspection of Airinmar, its Affiliates and its and their subcontractors (of any tier) relative to compliance with the terms of this Agreement and, in particular, with any obligation which would reasonably give rise to a right of audit and inspection.

6. EXPORT CONTROLS

6.1 CHC and Airinmar shall comply with all export control regulations applicable to the CHC Property and Airinmar Property that either Party may be required to access during the course of this Contract.

7. ANTI-BRIBERY

7.1 Each party shall:

(a) comply with all Applicable Laws applicable to or otherwise governing the Services or its business in connection with the performance of its obligations under this Agreement,

(b) comply with all anti-money laundering, anti-fraud or financial recording laws and anti-bribery and anti-corruption laws (including but not limited to the Foreign Corrupt Practices Act 1977 (FCPA) and Bribery Act 2010) (together the Relevant Requirements) and applicable competition or anti-trust laws;

(c) not engage in any activity, practice or conduct which may (i) constitute an offence under the Relevant Requirements, including in respect of the Bribery Act 2010 where such activity, practice or conduct would have so constituted had it been carried out in the UK or (ii) constitute an anti-competitive practice, including the use of confidential information within the meaning of Clause 13 to create a business or other commercial advantage or to influence commercial relationships between the Parties or their respective Affiliates;

(d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 and FCPA, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;

(e) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by Airinmar in connection with the performance of this Agreement.

7.2 Airinmar shall immediately notify CHC in writing if, to its knowledge, a foreign public official becomes an officer or employee of Airinmar or any Affiliate of Airinmar that is performing services for Airinmar pursuant to this Agreement. Airinmar warrants that, to its knowledge, it has no foreign public officials as officers or employees at the date of this Agreement.

7.3 Each party Airinmar represents to the other that it has appropriate anti-bribery policies and procedures in place and that each of such party's employees is obligated to comply with such policies.

7.4 Where a party commits a breach under Clause 7.1(b), (c), (d) or (e) hereof, such party shall (an "indemnifying party") shall save, release, defend, indemnify and hold the other (an "indemnified party") harmless from and against any and Claims arising out of or attributable to a breach by the indemnifying party of its obligations under this Clause 7.

7.5 Breach of this clause 7 by party shall be deemed a material breach under clause 11.2(a).

8. OWNERSHIP AND INTELLECTUAL PROPERTY

8.1 Ownership in CHC Property shall vest solely in CHC and shall include any development or modification of or amendment to CHC Property and any Intellectual Property in CHC Property shall vest in CHC and additionally, in relation to the Agency Services CHC's business and the goodwill connected with that vest in CHC.

8.2 CHC shall grant a non-exclusive licence to use CHC Property and Intellectual Property for the proper performance of the Agency Services or the Services. Such licence shall endure for the duration of this Agreement. Airinmar shall not be entitled to tamper with, amend or otherwise use or permit the tampering,

amendment or use of CHC Property or Intellectual Property nor shall it permit to be done or do anything which might reasonably invalidate, infringe, prejudice or compromise CHC's Intellectual Property or CHC Property.

8.3 Airinmar shall and procures that its Affiliates and its and their contractors shall clearly mark on any CHC Property which they issue, produce or provide that they do so as "Commercial Agent" for and on behalf of CHC.

8.4 Airinmar shall notify CHC of:

(a) any actual, threatened or suspected infringement of any Intellectual Property of which Airinmar becomes aware; and

(b) any claim by any third party of which it becomes aware that CHC Property infringes any rights of any other person.

8.5 Airinmar shall, at the request and expense of CHC and on a full indemnity basis (but not otherwise), take all such steps during the term of this Agreement in relation to the Agency Services as CHC may reasonably require to assist CHC in maintaining the Intellectual Property as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

8.6 Airinmar shall save, release, defend, indemnify and hold CHC and its Affiliates harmless from and against any and all breaches by Airinmar, its Affiliates or its and their contractors of any tier of this Clause 9 or their breach of any third party intellectual property and any and all Claims arising from such breaches.

9. LIABILITY AND INSURANCE

9.1 CHC shall save, release, defend, indemnify and hold Airinmar and its Affiliates harmless from and against any and all Claims in respect of:

(a) death of or personal injury to employees, directors, officers, agents and representatives of CHC or its Affiliates; and

(b) damage to or destruction of CHC Property, (but except where the CHC Property was in the possession or control of Airinmar or its Affiliates at the time such damage or destruction occurred (in which case Airinmar shall save, release, defend, indemnify and hold CHC and its Affiliates harmless from Claims to a maximum of One Million United States Dollars per occurrence).

9.2 Airinmar shall save, release, defend, indemnify and hold CHC and its Affiliates harmless from and against any and all Claims in respect of:

(a) death of or personal injury to employees, directors, officers, agents and representatives of Airinmar or its Affiliates; and

(b) damage to or destruction of Airinmar Property, (but except where the Airinmar Property was in the possession or control of CHC or its Affiliates at the time such damage or destruction occurred in which case Airinmar shall save, release, defend, indemnify and hold CHC and its Affiliates harmless from Claims to a maximum of One Million United States Dollars per occurrence).

9.3 Each of CHC and Airinmar shall save, release, defend, indemnify and hold the other harmless from and against any and all Claims brought by a third party which are attributable to the negligence, fraudulent or negligent misrepresentation or breach of duty (whether under common law or statutory) of CHC and Airinmar respectively. This clause 9.3 shall also apply to the extent that Claims arise as a result of the negligence, fraudulent or negligent misrepresentation or breach of duty (whether under common law or statutory) of Affiliates of CHC or Airinmar respectively.

9.4 Each Party shall undertake to use reasonable endeavours to mitigate Claims, including the provision of timely reasonable assistance to the indemnifying party.

9.5 The indemnities provided herein shall apply irrespective of cause including negligence (of any degree), except as excepted herein, misconduct or breach of duty (whether under common law or statutory) and whether raised under contract or tort / delict.

9.6 Each of Airinmar and CHC shall maintain at all times adequate insurance with a reputable insurer acceptable to the other party for and in respect of its obligations hereunder including but not limited to:

(a) Commercial or Comprehensive General Liability insurance, including contractual liability, with a combined single limit of no less than $2,000,000 USD per occurrence;

(b) Worker's compensation coverage in appropriate amounts not less than required by law, or Employer's Liability insurance with a limit of no less than $1,000,000 USD per occurrence;

(c) In the case of CHC's obligations with respect to Clause 9.3, Comprehensive Aviation Liability Insurance including contractual liability in an amount not less than $100,000,000 USD per occur;

(d) In the case of Airinmar's obligations with respect to Clause 9.3, Comprehensive Aviation Liability Insurance including contractual liability in an amount not less than $25,000,000 USD per occur.

9.7 Each party shall ensure and provide a Certificate or Certificates of Insurance which evidence the above requirements and which confirm that none of the above insurance policies contain any exclusion relating to aviation, premises at an airport or for the purposes of an airport.

10. CONSEQUENTIAL LOSS/LIMITATION OF LIABILITY

10.1 EXCEPT AS PROVIDED IN CLAUSES 7.4 AND 8.6 HERETO, NEITHER PARTY HERETO NOR ITS AFFILIATED COMPANIES SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATED COMPANIES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST SALES, LOSS OF REVENUE OR OPPORTUNITY, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF DOWN TIME, COST OF SUBSTITUTE EQUIPMENT, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (TOGETHER "CONSEQUENTIAL LOSSES").

10.2 IN RESPECT OF CLAUSE 10.1, EACH OF CHC AND AIRINMAR SHALL SAVE, RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER AND THEIR AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL INTRA-PARTY CONSEQUENTIAL LOSSES INCURRED BY THE INDEMNIFYING PARTY OR THE INDEMNIFYING PARTY'S AFFILIATES IN EACH CASE IRRESPECTIVE OF CAUSE INCLUDING NEGLIGENCE (OF ANY DEGREE), MISCONDUCT OR BREACH OF DUTY (WHETHER UNDER COMMON LAW OR STATUTORY) AND WHETHER RAISED UNDER CONTRACT OR TORT / DELICT).

11. DURATION AND TERMINATION

11.1 This Agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with law or clause 11.2 or clause 14.3, it shall continue for an initial term of 3 years, unless mutually extended by the parties in writing.

11.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other if:

(a) The other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) days after written notice from the other party of such breach (five (5) days for any failure to make a payment hereunder);

(b) Either party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that such party's conduct is inconsistent with such party having the intention or ability to give effect to the terms of this Agreement; or

(c) Either party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of such party's business; or

(d) there is a change of Control of the other party.

11.3 For the purposes of clause 11.2(a), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which a party would otherwise derive from:

(a) a substantial portion of this Agreement; or

(b) a material obligation under this Agreement, to which a party shall exercise reasonable discretion,

over all or part of the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding. For clarity, the failure to make any payment due hereunder shall be deemed a material breach.

12. CONSEQUENCES OF TERMINATION

12.1 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. CHC shall also effect payment of Payments properly due to the date of termination.

12.2 On termination of this Agreement:

(a) if and to the extent that the Commercial Agents (Council Directive) Regulations 1993 (as amended from time to time) apply, and provided that Airinmar gives notice of its intention as required thereunder, Airinmar shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, Airinmar shall have no right to any compensation under those Regulations on termination of this Agreement;

(b) Airinmar shall immediately cease to describe itself as a "Commercial Agent" of CHC and cease to use all CHC Intellectual Property (including without limitation on stationery and vehicles); and

(c) Airinmar shall at its own expense within 30 days return to CHC or procure the return to CHC of all CHC Property, or otherwise dispose of the same as CHC may instruct.

12.3 On termination of this Agreement, the provisions of hereof shall continue in force in relation to all Services or Agency Services which commenced before and will conclude after the date of termination until their conclusion.

12.4 On termination of this Agreement, the following Clauses shall continue in force: 1, 3, 4, 5, 6, 7, 8, 9, 10, 13, 15, 18, 19, and 23.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers or vendors of the other party or third parties with whom the other party has a relationship or any Affiliates of the other party except as permitted by clause 13.2. For the purposes of this Agreement "confidential information" shall include all CHC Property and any information or data whether verbal or written and in whichever medium which shall be disclosed between the Parties, as well as any Airinmar Property.

13.2 Airinmar may disclose CHC's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement, which basis shall be separately considered in relation to the Agency Services and the Services. Airinmar shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 CHC may disclose Airinmar's confidential information:

(a) to its Affiliates, employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement, which basis shall be separately considered in relation to the Agency Services and the Services. Airinmar shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.4 Airinmar shall not use nor permit the use of CHC's confidential information for any purpose other than to perform its obligations under this Agreement.

13.5 All confidential information shall be returned promptly to CHC on termination of this Agreement, and no copies shall be kept.

14. FORCE MAJEURE

14.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. For the purposes of this Agreement "Force Majeure" shall include any act or event which is without the control of the Affect Party and which the Affected Party could not reasonably have foreseen or mitigated, but shall not include any issues within a Party's supply chain or payment of sums due under this Agreement.

14.2 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure but no later than two (2) days from its start, notify the other party in writing of the Force Majeure, its likely or potential duration, and the effect of the Force Majeure on its ability to perform any of its obligations under the Agreement, including how the Force Majeure can be mitigated using commercially reasonable endeavours; and

14.3 If the Force Majeure prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, either Party may terminate this Agreement forthwith in writing by giving written notice to the other party.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.

15.2 Nothing in this clause shall limit or exclude any liability for fraud.

16. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives), notwithstanding that any variation contemplated by Schedule 1 hereto shall take effect in accordance with its terms.

17. ASSIGNMENT AND OTHER DEALINGS PROHIBITED

Neither party shall assign, transfer, mortgage, charge, subcontract or delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of of the other party.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement and in particular Clauses 3, 7, 8, 9 and 10, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21. THIRD PARTY RIGHTS

21.1 Except as expressly provided in Clause 9 hereof a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered electronically to (i) for CHC, Barry van der Ark at bark@chc.ca and (ii) for Airinmar, Dan Airey at da@airinmar.com, or such other addressees and addresses as the

Parties shall notify from time to time. This Clause does not apply to the service of any notice of breach of contract or proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution, in which case such notices shall be sent by registered mail or by reputable overnight courier.

23. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Russ Hill
for and on behalf of CHC

.....
VP, Deputy General Counsel

Signed by John Holmes
for and on behalf of AIRINMAR

.....
Vice President

Schedule 1 Scope of Work

1. **DEFINITIONS:**

AMOS means CHC's principal ERP system.

Addressable Spend means the amount of spend that is associated with the parts under Airinmar management within a calendar year

AirQuote means Airinmar's online quotation workflow management system that will allow CHC Component Planners to approve, reject or query quotes through a standardised process.

AirTrack means Airinmar's online track and trace reporting system that will allow CHC Component Planners and Managers a single portal to check the status of all orders in the WIP.

Backlog means the ROs in WIP at the time of the Commencement Date.

Baseline means the price CHC is paying for a certain scope of work combined with cost improvements that have been confirmed and established for the period prior to the Commencement Date.

Billing Month means calendar month in which an invoice is prepared for the support services provided by Airinmar

Component means any rotable, repairable and recoverable rotor wing airframe, engine part or accessory which is from time to time the subject of repair services.

Component Planner means the CHC staff member responsible for a population of ROs in the WIP.

Closed Order means a Repair Order that is received by CHC in AMOS

DER means Designated Engineering Representative.

Fastrack means where agreed quotation criteria have been met to allow Airinmar to approve repair cost without referral to CHC.

KPI means Key Performance Indicator(s).

OEM means Original Equipment Manufacturer and in the case of this agreement refers to the manufacturer of the Component rather than the aircraft.

Repair Cycle means the period of time between the date a RO is issued for an unserviceable Component to the date to the date the Component is returned serviceable to a CHC facility.

Repair Order (RO) means either a CHC Component that is in the Repair Cycle, or the documentation that is raised by CHC to authorise a Component to be entered into the Repair Cycle.

SPT means Shop Processing Time.

Sourceable Spend means the amount of spend that is readily sourceable by Airinmar, as mutually agreed by Airinmar and CHC

Vendor means a repair facility that completes the actual repair of the unserviceable CHC component. This does not refer to Airinmar.

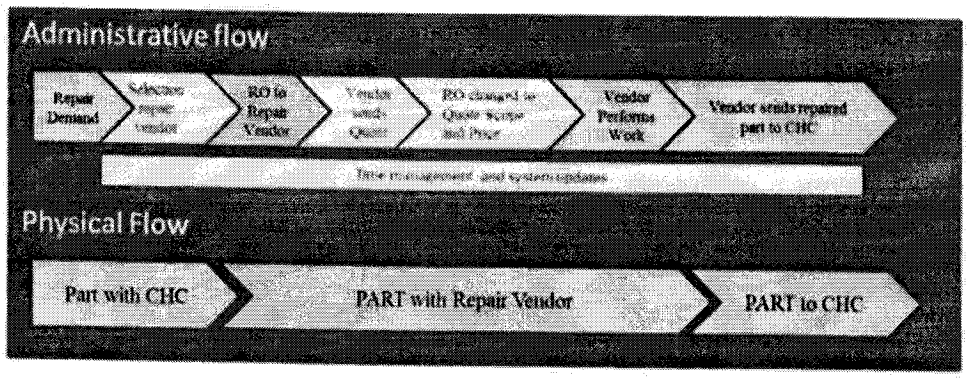
Vendor Letter means the document sent out by CHC to the Vendors on which Airinmar is performing its services.

Wave Plan means the agreement between CHC and Airinmar of a strategy for the strategic sourcing of a Component or group of Components.

WIP means Work In Progress, the ROs that are in CHC's Repair Cycle.

2. CONTENT OF WORK

In the current RO process, CHC is executing and checking all services themselves. In large building blocks larger building blocks maybe visualised as below.



The marked yellow areas are in scope for this project. Do please note that the might impact other blocks in the administrative flow. Imperative needs to be that the Physical flow of the part will not change.

Repairs of CHC can be e.g. categorised into segments such as Engines, Blades, Navigation Hydraulics etc., the repair scope can also be sub segmented into different types e.g. Easy RO that have a fixed price fixed scope and those that differ per repair and need further investigation. The services rendered to Airinmar today start with a mutually agreed selection of part numbers as Phase 1, and this will change over time.

3. SERVICE SCOPE OF WORK

3.1 Strategic Sourcing

Airinmar will make its suite of Strategic Sourcing tools available to CHC to use leveraged market competitive pricing and other commercial terms. The actual contracting and Vendor Management responsibility stays with CHC. These support services include:

(a) Establishing major technology groups as the basis for assessing CHC's repair costs and developing sourcing strategies.

(b) Benchmarking CHC repair costs by repair type.

(c) Assessing the market for repairs within each major technology group (e.g., Porter 5-Forces).

(d) Developing the optimal sourcing strategy for each major technology group.

(e) Preparing a prioritized schedule for implementing discreet sourcing projects (i.e., the Wave Plan)

(f) Recommending preferred supplier charging frameworks – Fixed Price; Conditional Fixed Price with defined exclusions; NTE; Fixed labour and negotiate parts mark-up; policed T&M.

(g) Implementing discreet sourcing projects,, per agreed upon sourcing strategies and the Wave Plan.

(h) Making award recommendation after completing a thorough analysis of the results from each sourcing project

(i) Supporting CHC with contracting and implementation.

3.2 Strategic Value Engineering

Airinmar will apply a range of Strategic Value Engineering techniques in order to reduce the overall repair costs for components that are in the Top 40 'cost driver' list for CHC. The purpose of this exercise is to identify 'Quick Wins' for the program whilst the RCM process and related tactical Value Engineering service is implemented. These techniques will include:

(a) In-depth technology research

(b) Should Cost Analysis

(c) On-site review

(d) Material Classification

(e) Rework application

(f) DER initiatives

(g) Contract adherence

(h) OEM piece-part pricing review

(i) Cross Technology Research

The initial step will be for Airinmar to work onsite at CHC in order to identify key strategic opportunities

3.3 Repair Cycle Management:

(a) Repair Order (RO) Management Implementation Process:

(A) The Parties will agree to a specific population of Part Numbers for Phase 1 of the program. This population will be amended on a case by case basis.

(B) All repairs within the Airinmar managed population will be sent out on a CHC RO.

(C) CHC will provide a daily open RO file, via web services or FTP, for Airinmar to receipt, upload and prime its operating systems

(D) To support the switch to this new operating model a vendor letter will be sent out by CHC to the applicable vendor sites, prior to program commencement, explaining the new "modus operandi" and Airinmar's supporting role on behalf of CHC.

(E) The Letter will also instruct Vendors to provide Airinmar with an electronic data feed of key milestone event dates, in order to provide automated status updates. The fields requested will be listed in that letter to Vendors.

(F) Airinmar will build, tailor and develop a Quotation Management System ('AirQuote'), to allow CHC to approve quotations, and a Trace and Trace reporting system

('AirTrack'), to provide CHC with visibility of the status of their Work In Progress (WIP).

(G) Airinmar will provide training to all CHC Component Planners and other CHC personnel requiring access to these Systems.

(H) When mutually agreed by The Parties, the Systems will be introduced to the Repair Cycle and the Program will commence.

(I) All ROs in WIP (The Backlog) will be managed by Airinmar from that date, irrespective of their current status.

(J) For new ROs generated on or after the Commencement Date, They will continue to be released under a CHC RO.

(K) CHC will receipt and pay all supplier invoices under its T&Cs.

(b) Repair Order Progression and Expedite Management:

(A) Airinmar will manage supplier progression and expedites for all part numbers on the Trial Program.

(B) CHC will facilitate and authorise a data interface with their logistics providers, if available, to integrate freight tracking data into Airinmar's operating systems.

(C) In the short term, status updates and other information related to an RO, or population of ROs, will be posted in AirTrack, where the relevant Component Planner and Manager will be able to review.

(D) In the long term, CHC and Airinmar agree to work towards a data interface between their two ERP systems that will allow for status to be managed within AMOS.

(E) CHC will communicate with Airinmar via email or telephone in order to request status updates.

(F) Airinmar will strive to respond to 95% of status requests from CHC within 24 hours. Airinmar cannot guarantee an updated response from the Vendor in this time, but will provide an update to CHC with the information available. In case of RUSH: 8hrs – 95% target

(c) Quotation Management:

(A) Airinmar will receipt and process all vendor quotations.

(B) In the short term, these quotations will be posted in AirQuote, where the relevant Component Planner will manage the approval. Quotations subject to Tactical Value Engineering will be highlighted to CHC. CHC will not approve the quotation unless they have an urgent inventory requirement. Should this be the case, they will approve and Airinmar will pass on to the Vendor.

(C) In the long term, CHC and Airinmar agree to work towards a data interface between their two ERP systems that will allow for quotations to be managed within AMOS.

(D) "Fastrack" quote approval will be applied to vendor quotations where they meet defined CHC criteria. During the workshops, CHC and Airinmar will agree which RO's can be auto approved by Airinmar; e.g., Contracted fixed price scope below $1,000 USD. This paragraph will be updated with that agreed schedule.

(E) Please refer to Art 3.1.F for the Schedule of authorization.

(F) On receipt of notification that the quotation submitted to CHC has been approved (or it has been 'Fastracked'), Airinmar will within one Business Day instruct the Vendor to proceed with the repair activity in accordance with the approved quotation, including any amendments or additional instructions from CHC.

(d) Tactical Value Engineering:

(A) The policing of quotes will be provided by Airinmar to ensure fair and equitable repair costs. This will also include compliance with any CHC vendor pricing agreements.

(B) Value Engineering will be applied to any applicable power by the hour "out of scope" quotations to: (i) confirm justification of repairs as "out of scope"; and, (ii) to ensure fair and equitable repair cost.

(e) Warranty Management:

(A) A warranty entitlement check will be applied as a "back-stop/catch-all" to CHC's own internal identification system.

(B) A warranty quote denial review will be undertaken and the Vendor challenged where their denial justification is disputed.

(f) Contract Management:

(A) All applicable ROs, i.e. those under a repair agreement between CHC and the Vendor, will be managed under Airinmar's SPT support systems to realise guaranteed TATs, or loan/exchange offers, or financial credits.

(B) Airinmar will provide support to CHC in the recovery of warranty freight costs and removal and reinstallation allowance.

(g) Performance Tracking, Monitoring, Analysis & Reporting:

(A) Airinmar data warehouse system will provide the ability to record and store a comprehensive range of repair data sets to enable standardized tracking, monitoring, analysis & reporting.

(B) The Parties will agree the scope of performance monitoring and reporting.

4. STEERING COMMITTEE.

A Steering Committee will be established and will initially meet on a monthly basis to facilitate monitoring of progress and to promptly resolve any issues which may arise. The representatives from CHC and Airinmar will be determined within 30 days of the Commencement Date.

5. CHANGE MANAGEMENT

All changes within this scope of work can be amended with a signed Amendment. All communications will flow through:

CHC:

Barry van der Ark
CHC
Vendor Manager
415 - Strategic Sourcing
+31 23 555 56 29 Work
+31 6 5248 0606 Mobile
bark@chc.ca
Fokkerweg 300
1438 AN Oude Meer
Netherlands

Airinmar:

Dan Airey
Airinmar Ltd
SVP Sales & Business Development
+44 118 932 4077 Work
+44 777 189 4544 Mobile
+1 414 255 2873 Other
DA@airinmar.com

Schedule 2 Charging Framework and Strategic Performance Targets

1. **DEFINITIONS:**

The same definitions outlined in Schedule 1 apply to Schedule 2.

2. **CHARGING FRAMEWORK**

CHC is starting with all RO to all Vendors; CHC will have the right to send only a subset of all RO to be best needs of CHC. CHC and Airinmar will have workshops to determine the component and the Wave those will be associated with.

2.1 Strategic Sourcing

(a) CHC and Airinmar have agreed to three (3) waves encompassing 80% of Sourceable Spend which will be staffed by 2 lead FTE and supported as appropriate. This fee is capped at $900,000.

(b) The fees will invoiced as follows, based on the assumption that the Strategic Sourcing activities begin on or before January 1, 2015:

(A) $300,000 on 31 March 2015

(B) $400,000 on 31 May 2015

(C) $100,000 on 30 June 2015

(D) $100,000 on 31 July 2015

2.2 Repair Cycle Management and Strategic Value Engineering

(a) Fixed Pricing for Backlog ROs:

(A) For ROs that were issued prior to the Commencement Date, Airinmar will charge a fixed transaction fee per Closed Order of $50.

(b) Fixed Pricing for New ROs

(A) ROs that are detected as warranty by CHC and are repaired Free-Of-Charge (FOC) by the Supplier, will be managed by Airinmar at $0 per order. Should warranty be denied, and Airinmar make a challenge, then the order will be charged as per the framework below.

(B) For ROs that are issued on or after the Commencement Date, Airinmar will charge a fixed transaction fee, per the following schedule:

1. if the number of Closed Orders in a Billing Month are less than or equal to 1,000, Airinmar will charge a fixed fee per Closed Order of $125;

2. if the number of Closed Orders in a Billing Month are greater than 1,000, but less than or equal to 2,000, Airinmar will charge a fixed fee per Closed Order of $110;

3. if the number of Closed Orders in a Billing Month are greater than 2,000, Airinmar will charge a fixed fee per Closed Order of $100.

(c) Repair cycle management to be paid in calendar quarters starting 31 March 2015 in line with the first Sourcing Fee.

2.3 Performance Bonus:

(a) Airinmar will be eligible for a performance bonus if certain savings goals are met.

2.4 These savings goals will be based on the actual savings achieved in a given year, where:

(a) Actual Savings = Baseline Spend – Annual Spend, where:

(A) Annual Spend will be calculated by summing the actual invoice amounts of the Closed Orders for each part included in the Addressable Spend each calendar year, and

(B) Baseline Spend will be calculated as follows:

1. For parts that are under a new contract that is negotiated by Airinmar as part of the Strategic Sourcing support services, with either a new or incumbent supplier, the Baseline Spend will be calculated by summing the pre-contracted cost to complete a repair for a given part and certain scope of work combined with cost improvements that have been confirmed and established for the period prior to the Commencement Date for each part that is included in the Addressable Spend each calendar year. These improvements can be on pricing as e.g.,

with ITP, PHP and AMETEK, but also on vendors working with CHC/H1 on alternative repair developments such as ITP. The Baseline Spend for the parts included in the Source-able Spend, will be established within 90 days of the Commencement Date and will be in effect for the term of the Agreement.

For parts that are not under a new contract negotiated by Airinmar as part of Strategic Sourcing support services, the Baseline Spend will be calculated by summing the initially quoted cost for each Closed Order for the parts included in the Addressable Spend each calendar year

(C) Actual Savings will be reported monthly by Airinmar and signed off by CHC. If CHC disputes any reported savings, CHC will notify Airinmar in writing within 30 days of receiving Airinmar's report of monthly savings. If Airinmar and CHC do not resolve any disputes of reported savings within 30 days of Airinmar receiving written notification, the disputes will be elevated to CHC and Airinmar leadership for resolution.

2.5 The performance bonus will be based on Actual Savings and calculated as follows:

(a) If Actual Savings in Year 1 (Start date till 31 December 2015), Year 2 (01 January 2016 till 31 December 2016) or Year 3 (01 January 2017 till 31 December 2017) reach or exceed 15% but are below 17.5% in that year, then Airinmar is allowed a bonus of 15% on the 5% additional savings above 10% in that year.

(b) If Actual Savings reach or exceed 17.5% but are below 20% in Years 1, 2 or 3 as defined in 2.3.a, then Airinmar is allowed a bonus of 16.5% on the 7.5% additional savings above 10% in that year.

(c) If Actual Savings reach or exceed 20% in Years 1, 2 or 3 as defined in 2.1, then Airinmar is allowed a bonus of 18.75% on the 10% additional savings above 10% in that year.

2.6 If a performance bonus is allowed Airinmar, it will be agreed upon within 30 days of the end of each year, invoiced by Airinmar and paid by CHC within 60 days of the invoice date.

3. KPI REPORTING:

3.1 The Parties agree to meet on a quarterly basis to review and agree the savings completed in the preceding quarter.

3.2 This meeting will also be used to discuss the operation responsiveness KPI's and any actions needing to be taken by CHC or Airinmar to maximize the program efficiency.

4. CANCELLATION OR CHANGING THE CONTRACT/SCHEDULES

Although CHC and Airinmar are confident that Airinmar will reduce the CHC TCO by 10%, we understand that the Helicopter world is a new environment. If Airinmar is not able to show within 9 month significant savings for CHC that would project to more than 7,5% of addressable repair spend, then CHC has the right to cancel the contract, and only pay for those services rendered, meaning the fees for the Sourcing waves and the fees for the closed RO. Airinmar will work with CHC on a clean exit strategy for both which would allow CHC to take back control over the ROs and the outstanding RFQ's.

Exhibit B to Rider to Proof of Claim of Airinmar Limited

Supporting calculation for Airinmar's pre-petition services to CHC

		April	May	Total
Repair Cycle Management	Warrenty Accepted	30	7	
	Backlog	25	16	
	Airinmar Managed	505	139	
	Total Orders Closed	560	162	
	Adjustment	-	-	
	RCM Fee	$ 64,375.00	$ 18,175.00	
Accounts	Invoice Number	UK1285135	N/A	
	Total Billable	**$ 64,375.00**	**$ 18,175.00**	**$ 82,550.00**

Charging Framework

$50 per backlog RO

$125 per Airinmar managed RO if orders per month are <1000

$110 per Airinmar managed RO if orders per month are between 1000 and 2000

$100 per Airinmar managed RO if orders per month are <2000