B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT FOR NORTHERN DISTRICT OF TEXAS	PROOF OF CLAIM
Name of Debtor: CHC Group, Ltd.	Case Number: 16-31854

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
AIG Insurance Company of Canada, Granite State Insurance Company, National Union Fire Insurance Company of Pittsburgh PA, New Hampshire Insurance Company, and certain other subsidiaries of AIG Property Casualty, Inc.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
American International Group, Inc.
Ryan G. Foley, Authorized Representative
175 Water Street, 15th Floor
New York, New York 10038
Telephone number: (973) 402-2841

Court Claim Number: _____
(If known)

Filed on: _____

RECEIVED
AUG 26 2016
KURTZMAN CARSON CONSULTANTS

Name and address where payment should be sent (if different from above):

Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $324,585.22 *Subject to Adjustment (See Attachment).

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. **Basis for Claim:** Other- See Attachment.
(See instruction #2 on reverse side.)

3. **Last four digits of any number by which creditor identifies debtor:** See Attachment.

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. **Secured Claim** (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: [ ] Real Estate [ ] Motor Vehicle [X] Other
Describe: Right of Setoff- See Attachment.

Value of Property: $_____ **Annual Interest Rate**___**%**

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $ _____ **Basis for perfection:** _____

Amount of Secured Claim: $Unliquidated * **Amount Unsecured:** $324,585.22 *

* Subject to Adjustment (See Attachment).

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C. § 507 (a)(4).

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

Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507 (a)(7).

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

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(_).

Amount entitled to priority:

$ _____

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See definition of "redacted" on reverse side.)*
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	FOR COURT USE ONLY
August 25, 2016	Ryan G. Foley, Authorized Representative	

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprison

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

16318541608260000000000005

AIG PROPERTY CASUALTY
100 CONNELL DRIVE, 4 WEST FLOOR
BERKLEY HEIGHTS, NJ 07922

August 25, 2016

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

Re: CHC Group Ltd., et al
Case Number: 16-31854

To whom this may concern:

Enclosed please find one original and one copy of a Proof of Claim for the case mentioned above. Please file the originals in the Court file, kindly have the copies stamped "Filed", and return the copies in the enclosed self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me at (973) 331-8576. Thank you for your cooperation in this matter.

Sincerely,

Aleksandra F. Ashby
Litigation Paralegal

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

In re:	:	
	:	**Chapter 11**
CHC Group, Ltd., et al.	:	**Case No. 16-31854 (BJH)**
Debtors.	:	**Jointly Administered**

ATTACHMENT TO PROOF OF CLAIM OF AIG INSURANCE COMPANY OF CANADA, GRANITE STATE INSURANCE COMPANY, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA, NEW HAMPSHIRE INSURANCE COMPANY, AND CERTAIN OTHER ENTITIES RELATED TO AIG PROPERTY CASUALTY INC.

1. This proof of claim is filed on behalf of AIG Insurance Company of Canada, Granite State Insurance Company, National Union Fire Insurance Company of Pittsburgh PA, New Hampshire Insurance Company, and certain other entities related to AIG Property Casualty Inc. (collectively, "Claimant") that provide or provided insurance, insurance services and/or surety bonds to CHC Group, Ltd. ("Debtors") (see the List of Debtors attached hereto).

2. As of May 5, 2016 (the "Petition Date"), the Debtors are indebted to Claimant for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by Claimant to the Debtors as more fully described below.

3. **The Insurance Program**. Claimant provided the Debtors with certain insurance coverages, including, without limitation, aircraft, auto liability, directors' and officers', fidelity, and other services (the "Insurance Program") for varying periods commencing November 1, 2002 and ending 12:01 a.m., January 17, 2020. Attached hereto is a list of the policies issued by Claimant to the Debtors and certain related documentation. Claim is made for all obligations of the Debtors arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.

4. **Fidelity and Surety Bonds.** Claimant may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder,

whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. **Components of this Claim**.

(a) **Liquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. This liquidated claim includes certain of the amounts now liquidated and due. The tabulated and liquidated amount owed by the Debtors under the Insurance Program is $324,585.22. This amount may be subject to adjustment based upon, among other things, loss experience and payments already made by or on behalf of the Debtors which we have not yet tabulated.

(b) **Unliquidated Claim for the Insurance Program**. Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated or determined, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated

(c) **Other Insurance or Services**. To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.

(d) **Bond Obligations.** To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.

(e) **Quantum Meruit**. To the extent any Debtors received a benefit from insurance or from bonds provided by Claimant, such Debtors is obligated to pay Claimant for the value of the benefits received.

(f) **Joint Liability.** Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtors against such other Debtors.

(g) **Indemnity Obligations**. In the event Debtors have entered into any agreement with Claimant pursuant to which Debtors have a duty to indemnify Claimant, claim is made herein for such right to indemnity.

(h) **Other**. In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.

6. **Right of Recoupment**. Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.

7. **Security**. To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.

8. **Interest.** Claimant claims all rights to claim interest to the extent permitted by law, including post-petition interest to the extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any attached tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. Claimant reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.

9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.

10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimant reserves the right to assert such status.

11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant expressly reserves the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii) does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims; and (v) expressly reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by Debtors for Coverage.

Dated: August 25, 2016

PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than $500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.

DEBTORS' LIST

16-31854	CHC Group Ltd. fka FR Horizon Holding (Cayman) Inc.
16-31853	Heli-One USA Inc.
16-31855	6922767 Holding SARL
16-31856	Capital Aviation Services B.V.
16-31857	CHC Cayman ABL Borrower Ltd.
16-31858	CHC Cayman ABL Holdings Ltd.
16-31859	CHC Cayman Investments I Ltd.
16-31860	CHC Den Helder B.V.
16-31861	CHC Hoofddorp B.V.
16-31862	CHC Global Operations (2008) ULC
16-31863	CHC Helicopter S.A.
16-31864	CHC Leasing (Ireland) Limited
16-31865	CHC Helicopters (Barbados) Limited
16-31866	CHC Netherlands B.V.
16-31867	CHC Helicopters (Barbados) SRL
16-31868	CHC Holding (UK) Limited
16-31869	CHC Norway Acquisition Co AS
16-31870	CHC Global Operations Canada (2008) ULC
16-31871	Heli-One (Netherlands) B.V.
16-31872	CHC Helicopter Australia Pty. Ltd
16-31873	Lloyd Helicopter Services Limited
16-31874	CHC Holding NL B.V.
16-31875	CHC Helicopter Holding S.a.r.l.

16-31876	Heli-One (Norway) AS
16-31877	Lloyd Helicopter Services Pty. Ltd.
16-31878	CHC Helicopter (3) S.a.r.l.
16-31879	CHC Global Operations International ULC
16-31880	Lloyd Helicopters International Pty. Ltd.
16-31881	Heli-One (U.S.) Inc.
16-31882	CHC Helicopter (4) S.a.r.l.
16-31883	Lloyd Bass Strait Helicopters Pty. Ltd.
16-31884	Lloyd Helicopters Pty. Ltd.
16-31885	Integra Leasing AS
16-31886	Heli-One Leasing (Norway) AS
16-31887	Management Aviation Limited
16-31888	Heli-One (UK) Limited
16-31889	Heliworld Leasing Limited
16-31890	CHC Helicopter (5) S.a.r.l.
16-31891	Heli-One Leasing ULC
16-31892	CHC Helicopter (1) S.a.r.l
16-31893	Heli-One Canada ULC
16-31894	Heli-One Holdings (UK) Limited
16-31895	CHC Helicopter (2) S.a.r.l.

CHC Group Ltd. fka FR Horizon Holding (Cayman) Inc.
Petition Date: 5/5/16
Policy List Date: 5/9/16

Policy #	Profit Center	Branch	Major Class	Ultimate D&B	Account #	Insured Name	Writing Company	Effective	Expiration	Underwriter Last Name	Underwriter First Name
00065208624	05 - SPECIALTY F	11 - TORONTO	LIAB(O/T AUTO)BI C	203021142	203021142	CHC GROUP LIMITED	AIG INS CO OF CANADA CAD	2015-03-18	2016-03-30	BARNETT	SHEENA
00012455942	05 - SPECIALTY F	11 - TORONTO	LIAB(O/T AUTO)BI C	203021142	203021142	CHC GROUP LIMITED	AIG INS CO OF CANADA CAD	2016-03-30	2017-05-01	BARNETT	SHEENA
00001111516	59 - PRIMARY CO	18 - VANCOUVER	LIABILITY (O/T AUT	50132752	249943093	6922767 HOLDING S A R L AND/OR CHC HELICOPTER	AIG INS CO OF CANADA USD	2016-05-01	2017-05-01	DRUMONDE	RICHARD
00001111516	21 - CASUALTY D	18 - VANCOUVER	LIABILITY (O/T AUT	50132752	247225113	6922767 HOLDING S A R L AND/OR CHC HELICOPTER	AIG INS CO OF CANADA USD	2011-05-01	2016-05-01		
00004000726	11 - AEROSPACE	34 - H.O. SPECIA	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER	NEW HAMPSHIRE INSURANCE CO	2005-09-01	2008-06-30		
00004000319	11 - AEROSPACE	34 - H.O. SPECIA	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER	NEW HAMPSHIRE INSURANCE CO	2004-11-01	2005-10-31		
00002000537	14 - AEROSPACE	34 - H.O. SPECIA	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER	NEW HAMPSHIRE INSURANCE CO	2002-11-01	2004-10-31		
00002000537	11 - AEROSPACE	34 - H.O. SPECIA	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER	NEW HAMPSHIRE INSURANCE CO	2002-11-01	2004-10-31		
00003503725	04 - CORPORATE	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2003-07-22	2004-05-01		
00004929138	04 - CORPORATE	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2004-05-01	2005-05-01		
00005767063	35 - NATIONAL A	11 - TORONTO	DIRECTOR & OFFIC	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - USD	2006-11-30	2007-11-30		
00004929138	35 - NATIONAL A	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2005-05-01	2005-07-01		
3100028500	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	UNKNOWN	2011-05-01	2012-05-01		
0301000347	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	UNKNOWN	2014-05-01	2015-05-01		
0072001871	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	AMER INT'L LIFE ASSUR OF NY	2015-05-01	2016-05-01		
00007370658	35 - NATIONAL A	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2006-07-01	2007-10-15		
8349857	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	AIG INS CO PUERTO RICO	2011-05-01	2014-05-01		
1111516	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	AIG INS CO PUERTO RICO	2013-05-01	2014-05-01		
00001853222	14 - AEROSPACE	11 - TORONTO	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER CORPORATION	AIG INS CO CAN RUNOFF USD	2004-11-01	2009-07-01		
00001853222	11 - AEROSPACE	11 - TORONTO	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2004-11-01	2006-09-02		
00000507757	35 - NATIONAL A	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2005-07-01	2006-07-01		
00000507757	04 - CORPORATE	11 - TORONTO	FIDELITY	50132752	247225113	CHC HELICOPTER CORPORATION	AHAC CANADA RUN OFF - CAD	2005-07-01	2006-07-01		
WS20000690	03 - CASUALTY	036 - TORONTO-C	UNKNOWN	50132752	247225113	CHC HELICOPTER CORPORATION	AIG INS CO PUERTO RICO	2014-05-01	2016-05-01		
00001853649	14 - AEROSPACE	51 - FOREIGN PR	AIRCRAFT - ALL PE	50132752	247225113	CHC HELICOPTER S A	NATIONAL UNION FIRE INS.CO.	2004-11-01	2016-07-01		
00033024121	08 - FINANCIAL LIN	038 - LONDON UK -	UNKNOWN	0	40468	CHC HELICOPTER (D&B)	LONDON - NEW HAMPSHIRE	2014-01-17	2017-01-16		
00033024122	08 - FINANCIAL LIN	038 - LONDON UK -	UNKNOWN	0	40468	CHC HELICOPTER (D&B)	LONDON - NEW HAMPSHIRE	2014-01-17	2020-01-17		
00033024123	08 - FINANCIAL LIN	038 - LONDON UK -	UNKNOWN	0	40468	CHC HELICOPTER (D&B)	LONDON - NEW HAMPSHIRE	2014-01-17	2017-01-16		
00033024124	08 - FINANCIAL LIN	038 - LONDON UK -	UNKNOWN	0	40468	CHC HELICOPTER (D&B)	LONDON - NEW HAMPSHIRE	2014-01-17	2015-01-17		
00007037297	14 - AEROSPACE	31 - HOUSTON	AIRCRAFT - ALL PE	0	0	HELI-ONE (U S), INC	NATIONAL UNION FIRE INS.CO.	2009-11-30	2016-11-30		
00084607041	66 - PROGRAMS	07 - ATLANTA	AUTO LIABILITY (B	0	991363956	HELI-ONE (US), INC	GRANITE STATE INSURANCE CO	2014-11-30	2016-11-30	AVIATION	PREFERRED

AIG AEROSPACE
PREMIUM BILLING STATEMENT

P 00626398

dls

INVOICE NO:

W 0037903

BILLING DATE:

8/26/2015

ISSUING COMPANY:

NATIONAL UNION FIRE

NAMED INSURED:

CHC HELICOPTER S.A.
190 ELGIN AVENUE
GEORGE TOWN
GRAND CAYMAN KY1-9005

PRODUCER:

AIG UK LIMITED
THE AIG BLDG.
58 FENCHURCH STREET
LONDON, ENGLAND BC EC3M 4AB

PRODUCER NUMBER:

A00217 000

POLICY NUMBER	POLICY PERIOD	ENDORSEMENT EFF.	COMMISSION RATE
05FV 00185364912	7/01/2015 7/01/2016	7/01/2015	.000

POLICY PREMIUM	TAX/SURCHARGE	COMMISSION	NET PREMIUM DUE
2,130,840.88	.00	.00	2,130,840.88

PAYMENT SCHEDULE	INSTALLMENT PREMIUM/COMMISSION	AMOUNT DUE
7/01/2015	532,710.22 /	532,710.22
10/01/2015	532,710.22 /	532,710.22
1/01/2016	532,710.22 /	532,710.22
4/01/2016	532,710.22 /	532,710.22

REMIT TO:

AIG AEROSPACE INSURANCE SERVICES, INC.
24860 NETWORK PLACE
CHICAGO, IL. 60673-1248
Ph: (404) 249 1800

NOTICE OF PREMIUM DUE

This premium is due and payable to the company per established Account Current terms. If the payment is not received within the terms stipulated, this policy will be cancelled.

AVINVOICE

AIG AEROSPACE
PREMIUM BILLING STATEMENT

P 00626398

dls

INVOICE NO:

WC0015495

BILLING DATE:

4/25/2016

ISSUING COMPANY:

NATIONAL UNION FIRE

NAMED INSURED:

CHC HELICOPTER S.A.
190 ELGIN AVENUE
GEORGE TOWN
GRAND CAYMAN KY1-9005

PRODUCER:

AIG UK LIMITED
THE AIG BLDG.
58 FENCHURCH STREET
LONDON, ENGLAND BC EC3M 4AB

PRODUCER NUMBER:

A00217 000

POLICY NUMBER	POLICY PERIOD	ENDORSEMENT EFF.	COMMISSION RATE
05FV 00185364912	7/01/2015 7/01/2016	12/31/2015	.000

POLICY PREMIUM	TAX/SURCHARGE	COMMISSION	NET PREMIUM DUE
208,125.00CR	.00	.00	208,125.00CR

PAYMENT SCHEDULE	INSTALLMENT PREMIUM/COMMISSION	AMOUNT DUE
12/31/2015	208,125.00-/	208,125.00-

*** ANTICIPATED FINAL ADJUSTMENT ***

REMIT TO:

AIG AEROSPACE INSURANCE SERVICES, INC.
24860 NETWORK PLACE
CHICAGO, IL. 60673-1248
Ph: (404) 249 1800

NOTICE OF PREMIUM DUE

This premium is due and payable to the company per established Account Current terms. If the payment is not received within the terms stipulated, this policy will be cancelled.

AVINVOICE

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

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

In re:	:	**Chapter 11**
CHC GROUP LTD. *et al.,*	:	**Case No. 16–31854 (BJH)**
Debtors.	:	**(Jointly Administered)**

NOTICE OF FILING STIPULATION AND AGREED ORDER REGARDING PROOFS OF CLAIM FILED BY CERTAIN PARTIES

PLEASE TAKE NOTICE that on June 8, 2016, CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"),[1] filed a motion [Docket No. 280] (the "**Bar Date Motion**") for an order establishing the deadline for filing proofs of claim and procedures relating thereto and approving the form and manner of notice thereof.

PLEASE TAKE FURTHER NOTICE on July 8, 2016, the Court entered an order [Docket No. 563] (the "**Bar Date Order**") granting the Bar Date Motion, establishing August 26, 2016, as the general bar date to file proofs of claim against any of the Debtors, and approving the form and manner of notice of the bar date.

[1] A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, where applicable, is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Debtors and certain claimants have entered into a stipulation and agreed order (the "**Stipulation and Agreed Order**"), attached hereto as **Exhibit B**, regarding filing certain proofs of claims against multiple Debtor entities for administrative convenience purposes only.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby respectfully request that the Court enter the Stipulation and Agreed Order at its earliest convenience.

Dated: Dallas, Texas
August 25, 2016

By: */s/ Stephen A. Youngman*

WEIL, GOTSHAL & MANGES LLP
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice)*
Kelly DiBlasi (*pro hac vice*)
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EXHIBIT A

Debtors

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Group Ltd.	7405
6922767 Holding SARL	8004
Capital Aviation Services B.V.	2415
CHC Cayman ABL Borrower Ltd.	5051
CHC Cayman ABL Holdings Ltd.	4835
CHC Cayman Investments I Ltd.	8558
CHC Den Helder B.V.	2455
CHC Global Operations (2008) ULC	7214
CHC Global Operations Canada (2008) ULC	6979
CHC Global Operations International ULC	8751
CHC Helicopter (1) S.à r.l.	8914
CHC Helicopter (2) S.à r.l.	9088
CHC Helicopter (3) S.à r.l.	9297
CHC Helicopter (4) S.à r.l.	9655
CHC Helicopter (5) S.à r.l.	9897
CHC Helicopter Australia Pty Ltd	2402
CHC Helicopter Holding S.à r.l.	0907
CHC Helicopter S.A.	6821
CHC Helicopters (Barbados) Limited	7985
CHC Helicopters (Barbados) SRL	N/A
CHC Holding (UK) Limited	2198
CHC Holding NL B.V.	6801

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Hoofddorp B.V.	2413
CHC Leasing (Ireland) Limited	8230
CHC Netherlands B.V.	2409
CHC Norway Acquisition Co AS	6777
Heli-One (Netherlands) B.V.	2414
Heli-One (Norway) AS	2437
Heli-One (U.S.) Inc.	9617
Heli-One (UK) Limited	2451
Heli-One Canada ULC	8735
Heli-One Holdings (UK) Limited	6780
Heli-One Leasing (Norway) AS	2441
Heli-One Leasing ULC	N/A
Heli-One USA Inc.	3691
Heliworld Leasing Limited	2464
Integra Leasing AS	2439
Lloyd Bass Strait Helicopters Pty. Ltd.	2398
Lloyd Helicopter Services Limited	6781
Lloyd Helicopter Services Pty. Ltd.	2394
Lloyd Helicopters International Pty. Ltd.	2400
Lloyd Helicopters Pty. Ltd.	2393
Management Aviation Limited	2135

EXHIBIT B

Stipulation and Agreed Order

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

In re:	:	**Chapter 11**
CHC GROUP LTD. *et al.*,	:	**Case No. 16–31854 (BJH)**
Debtors.	:	**(Jointly Administered)**

STIPULATION AND AGREED ORDER REGARDING PROOFS OF CLAIM FILED BY THE PARTIES SET FORTH ON EXHIBIT B

CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"),[2] and the parties listed on **Exhibit B** (collectively the "**Claimants**") hereby stipulate and agree as follows:

RECITALS

A. On May 5, 2016, each of the Debtors commenced a voluntary case under

[2] A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, where applicable, is attached hereto as **Exhibit A**.

chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. The Debtors' chapter 11 cases are consolidated for procedural purposes only and are being jointly administered under Case No. 16-31854 (BJH) (the "**Chapter 11 Cases**") pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**") [Docket No. 52].

C. On June 8, 2016, the Debtors filed a motion [Docket No. 280] (the "**Bar Date Motion**")[3] for an order establishing the deadline for filing proofs of claim and procedures relating thereto and approving the form and manner of notice thereof.

D. On July 8, 2016, the Court entered an order [Docket No. 563] (the "**Bar Date Order**") granting the Bar Date Motion, establishing August 26, 2016, as the general bar date to file proofs of claim against any of the Debtors, and approving the form and manner of notice of the bar date (the "**Bar Date Notices**").

E. The Bar Date Order sets forth, *inter alia*, that "[a]ny holder of a claim against the Debtors that seeks to assert a claim against more than one Debtor must file separate Proofs of Claim against each such Debtor and must identify on the Proof of Claim the applicable Debtor against which such claim is asserted and the corresponding case number." *See* Bar Date Order, p.4.

F. The Claimants provide the Debtors with various insurance policies (the

[3] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Bar Date Motion.

"**Insurance Policies**") and may be required to file multiple proofs of claim against different Debtors on account of, among other things, the Insurance Policies for themselves and/or the benefit of other parties. In order to avoid the burden and expense for both the Debtors and the Claimants attendant to filing and reconciling multiple proofs of claim against the Debtors by each of the Claimants, the Debtors and the Claimants have agreed, subject to this Court's approval, to the terms set forth below.

AGREED ORDER

1. Notwithstanding anything to the contrary in the Bar Date Order, the Bar Date Notices, the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules that would otherwise require the Claimants to file a separate proof of claim against each Debtor on account of each claim against such Debtor entity, any proof of claim or amendment thereto filed in these Chapter 11 Cases, being jointly administered under Case No. 16-31854 (BJH), by the Claimants shall be deemed to be filed in each of the Chapter 11 Cases of the Debtors listed on **Exhibit "C"** attached hereto under the applicable Claimant's name.

2. If any of the Claimants determines that it must file a proof of claim against any affiliate of CHC not listed on Exhibit "A" hereto that becomes a debtor in these Chapter 11 Cases, the Debtors and the Claimant may enter into an agreement under which any proof of claim or amendment that the Claimant files in Case No. 16-31854 (BJH) shall be deemed to be filed in the Chapter 11 Case of such affiliate. Such agreement will be binding without the necessity of a motion, hearing, or further order of this Court.

3. This stipulation and agreed order is intended solely for administrative convenience and, except to the extent expressly set forth, shall not affect the substantive rights of the Debtors, any of the Claimants, or any other party in interest, including the right of any

Claimant to amend any claims filed or deemed filed in accordance with this stipulation and agreed order, and to recover against the estate of each applicable Debtor listed on Exhibit C for each Claimant, and the right of the Debtors to object to or defend any claim (as may be amended from time to time) filed by any of the Claimants, and all such rights are expressly reserved.

4. This Stipulation and Agreed Order may not be modified, amended, or vacated other than by a signed writing executed by the Debtor and the applicable Claimant.

5. This Stipulation and Agreed Order is and shall be binding on the Debtors and the Claimants and their successors and assigns.

6. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the provisions of this Stipulation and Agreed Order.

###END OF ORDER###

Dated: August 25, 2016

/s/ Stephen A. Youngman

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Attorneys for Debtors and Debtors in Possession

Dated: August 25, 2016

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