Docket #0012 Date Filed: 9/26/2016

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

In re: CHC GROUP LTD., *ET AL*., Debtors.	Chapter 11 Case No. 16-31854 (BJH) Jointly Administered
SPAREBANK 1 SR-FINANS AS & SPAREBANKEN FINANS NORD-NORGE AS, Plaintiffs, v. DEBTOR HELI-ONE LEASING (NORWAY) AS, CHC HELICOPTER S.A. AND IRONSHORE SPECIALTY INSRUANCE COMPANY Defendants.	Adv. Proc. No. 16-03121 (BJH)

HELI-ONE LEASING (NORWAY) AS AND CHC HELICOPTER S.A.'S LIMITED JOINDER TO IRONSHORE SPECIALTY INSURANCE COMPANY'S MOTION TO DISMISS ADVERSARY COMPLAINT AND MOTION TO ABSTAIN



TO THE HONORABLE BARBARA J. HOUSER, UNITED STATES BANKRUPTCY JUDGE:

Heli-One Leasing (Norway) AS and CHC Helicopter S.A., as debtors and debtors in possession (the "**Debtors**"), hereby submit this limited joinder (the "**Joinder**") to Ironshore Specialty Insurance Company's ("**Ironshore**") Motion to Dismiss the Adversary Complaint [Docket No. 8] (the "**Motion to Dismiss**") and Motion to Abstain [Docket No. 10] (the "**Motion to Abstain**", and together with the Motion to Dismiss, the "**Motions**")[1] and respectfully state as follows:

Limited Joinder

1. The Debtors hereby join in the Motion to Dismiss, solely with respect to the arguments that the Court lacks jurisdiction to adjudicate the Complaint. In addition, the Debtors also join in the Motion to Abstain and that the Court should abstain from adjudicating the Complaint.

2. More specifically, the Complaint does not allege any causes of action directly against the Debtors. The RVI Policies,[2] which are contracts that the Debtors are not a party to, explicitly provide that any dispute under the policies is subject to mandatory arbitration under the London Court of International Arbitration rules in London, England.

3. It is well settled that forum selection clauses voluntarily entered into by the parties to an agreement will be enforced. *See In re National Gypsum,* 118 F.3d 1056, 1066 (5th Cir. 1997); *Kevlin Servs. v. Lexington State Bank,* 46 F.3d 13, 14 (5th Cir.1995); *In re Manchester*, 417 B.R. 377, 385 (Bankr. N.D. Tex. 2009); *In re Mintze*, 434 F.3d 222, 231(3d Cir.

[1] Capitalized terms used but not otherwise defined shall have the meanings given such terms in the Motions.

[2] The RVI Policies were attached as exhibits B-1 through B-3 to the Complaint.

2006). Certainly here, where the Debtors are not a party to the RVI Policies, the Court should enforce the forum selection clause in the RVI Policies and the Complaint should be dismissed due to a lack of jurisdiction.

4. In the alternative, the Debtors join in the Motion to Abstain and the Court should abstain from adjudicating the adversary proceeding pursuant to 28 U.S.C. §1334. The Adversary Proceeding is clearly a non-core matter involving an agreement between two non-debtor entities that is subject to foreign law. Accordingly, pursuant to 28 U.S.C. §1334(c)(2), the Court is required to abstain from hearing the Complaint. Alternatively, the Court should use its discretion to abstain from adjudicating the Complaint under permissive abstention pursuant to 28 U.S.C. §1334(c)(1).

Reservation of Rights

5. Notwithstanding anything contained in this Joinder, the Debtors explicitly reserve their rights to raise any defenses and arguments in connection with the facts and allegations contained in the Complaint and with respect to any indemnity claims asserted under the Leases in connection with the RVI Policies.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, for the reasons set forth in the Motions and this Joinder, the Debtors respectfully request that the Court grant the Motions, and grant such other and further relief as it deems just and proper.

September 26, 2016
New York, New York

/s/ Jasmine Ball

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