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ATTORNEYS FOR DEFENDANT AIRBUS HELICOPTERS, S.A.S.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: CHC GROUP LTD., *et al.*, Debtors.	Chapter 11 Case No. 16-31854 (BJH) (Jointly Administered)
ECN CAPITAL (AVIATION) CORP., Plaintiff, v. AIRBUS HELICOPTERS, S.A.S., Defendant.	Adv. Pro. No. 16-3151 (BJH)

APPENDIX IN SUPPORT OF DEFENDANT AIRBUS HELICOPTERS S.A.S.'S MOTION TO DISMISS

EXHIBIT	DESCRIPTION	PAGE
A	Declaration of Michel Gouraud In Support of Defendant Airbus Helicopter S.A.S.'s Motion to Dismiss	001
B	Addendum to Proof of Claim 543 of Element Capital Corp., page 14	005

Dated: January 3, 2017.

Respectfully submitted,

HIERSCHE, HAYWARD, DRAKELEY & URBACH, P.C.

/s/ Jason M. Katz

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ATTORNEYS FOR DEFENDANT
AIRBUS HELICOPTERS, S.A.S.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on January 3, 2017, a true and correct copy of the above and foregoing document was filed with the court via CM/ECF and served on all parties requesting electronic notification.

/s/ Jason M. Katz
Jason M. Katz

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re: CHC GROUP LTD., *et al.*, Debtors.	Chapter 11 Case No. 16-31854 (BJH) (Jointly Administered)
ECN CAPITAL (AVIATION) CORP., Plaintiff, v. AIRBUS HELICOPTERS, S.A.S., Defendant.	Adv. Pro. No. 16-3151 (BJH)

DECLARATION OF MICHEL GOURAUD IN SUPPORT OF DEFENDANT AIRBUS HELICOPTERS S.A.S.'S MOTION TO DISMISS

I, Michel Gouraud, declare:

1. I am employed as Head of Distribution and Services Network at Airbus Helicopters SAS ("AH"), formerly known as Eurocopter, SAS. I am over the age of eighteen and have never been convicted of a felony. I make this declaration in support of AH's Motion to Dismiss in this lawsuit, and for no other purpose.

2. I have personal knowledge of the matters set forth herein based on my employment with AH and review of company records, and I could competently testify about them if called upon as a witness.

3. AH is a French company organized and existing under the laws of France. Its principal place of business is in Marignane, France, where it designs, obtains certification of, manufactures, sells and supports certain Airbus Helicopters model helicopters, including Super

Puma helicopters, and from where it maintains a website and produces marketing materials for helicopters it distributes. AH also conducts aircraft certification and related technical activities, including investigating incidents and accidents, from its place of business in France.

4. AH does not sell helicopters through its website.

5. AH has never temporarily moved its primary offices or business operations to the United States. AH has no real property, offices, phone numbers, bank accounts, or employees who are permanently assigned in the United States. AH is not licensed to do business in the United States and does not transact its business in the United States.

6. The Super Puma helicopters at issue in this lawsuit were designed and manufactured by AH in France. They include AS332 L2, Serial No. 2467, U.K. Registration No. G-PUMO; AS332 L2, Serial No. 2474, Norway Registration No. LN-OHE; AS332 L2, Serial No. 2477, U.K. Registration No. G-PUMM; AS332 L2, Serial No. 2504, U.K. Registration No. G-PUMS; EC225 LP, Serial No. 2878, U.K. Registration No. G-OAGA.

7. AH sold the first four of these helicopters (Serial Nos. 2467, 2474, 2477 and 2504) in France to CHC Scotia Limited of Great Yarmouth in Norfolk, Great Britain. Those helicopters were delivered at AH's place of business in France. The last of the helicopters (Serial No. 2878) was sold and delivered by AH in France to CHC Leasing (Ireland) Limited, of Dublin, Ireland.

8. AH did not sell any of these helicopters to ECN Capital (Aviation) Corp.

9. AH does not sell Super Puma helicopters in the United States.

10. AH's involvement with investigative and certification authorities from Europe and the United Kingdom over Super Puma accidents in 2009 in the North Sea and 2016 in

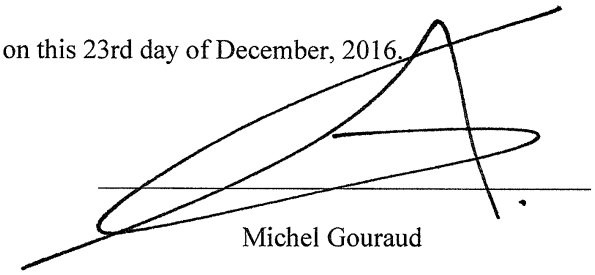
Norway, including activity related to the groundings and the returns to service of Super Puma helicopters in 2016, occurred from AH's place of business in France.

11. Airbus Helicopters, Inc. ("AHI"), headquartered in Grand Prairie, Texas, is a separate and independent company from AH, with its own management, employees, facilities, bank accounts and operation control. AH does not own AHI.

12. Airbus Group, Inc. ("AGI"), headquartered in Herndon, Virginia, is a separate and independent company from AH, with its own management, employees, facilities, bank accounts and operation control. AH does not own AGI.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Le Bourget, FRANCE, on this 23rd day of December, 2016.



Michel Gouraud

EXHIBIT B

equal to the Asset Value Guarantee Amount for each Rejected Aircraft, which is the maximum amount that the Lessor would be entitled to recover under the Asset Value Guarantee. The claim arising under the Asset Value Guarantee for each Rejected Aircraft is set forth below:

Aircraft	Asset Value Guarantee Amount
AS 332 L2 2504	**$2,038,500**
AS 332 L2 2477	**$2,050,500**
AS 332 L2 2474	**$1,992,000**
EC 225 2878	**$2,900,000**
AS 332 L2 2467	**$2,068,500**
Total:	**$11,049,500**

Potential Credits in Favor of the Lessee

Security Deposit

24. Pursuant to the Master Lease, the Lessor held the Security Deposit as security for the Lessee's obligations under all Lease Contracts. In connection with the final allowance of its claim, the Lessor may reduce the amount of its claim relating to the Rejected Aircraft by an amount up to the Security Deposit for the Rejected Aircraft. The Lessee and Lessor agreed that the Security Deposit was the absolute and unconditional property of the Lessor.

Proceeds of a Sale of the Aircraft

25. To the extent provided in the Asset Value Guarantee, the amount due by the Debtor as AV Guarantor under the Asset Value Guarantee with respect to a Rejected Aircraft may be reduced by a portion of the Gross Sale Proceeds related to such Rejected Aircraft.

Reservation of Rights