UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

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

TREATMENT OBJECTION OF OERLIKON METCO (US) INC. TO THE DEBTOR'S PROPOSED CURE AMOUNTS

Oerlikon Metco (US) Inc. ("Oerlikon"), by its undersigned attorneys, in the above-captioned jointly administered bankruptcy cases, respectfully submits this Treatment objection (the "Objection") to the *Notice Regarding (I) Executory Contracts And Unexpired Leases To Be Assumed, (II) Proposed Cure Amounts and (III) Related Procedures* (the "Notice"), served by the above-captioned debtors and debtors in possession (the "Debtors"), and respectfully represents as follows:

1. Oerlikon objects to the cure amount of $0.00 in respect of the assumption of its "Supply Contract" with Heli-One Canada, Inc., one of the Debtors. Attached hereto as Exhibit 1 is Oerlikon's pro forma invoice dated January 27, 2017 in the amount of $109,562.69. Oerlikon has not received payment of this final amount.

2. Pursuant to the agreed terms, upon Oerlikon's receipt of $109,562.69 in immediately available funds, Oerlikon will ship the purchase order as directed by the Debtors. Thereafter, to the extent that the Debtors require Oerlikon's services in the installation of the purchase order, the cost of installation (in amounts to be determined/agreed upon) shall be pre-paid by the Debtors. Oerlikon will provide installation services after receipt in immediately available funds of the pre-payment amount.

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3. The "Supply Agreement" arose from a prepetition purchase order the Debtors partially paid before the commencement of these chapter 11 cases. Postpetition, the Debtors resumed the purchase order and made an additional partial payment. Based, upon the Notice, the Debtors seek to assume the purchase order.

4. Oerlikon does not object to the Debtors' assumption of the "Supply Agreement," just the scheduled amount of the cure claim. To resolve the Objection, the Debtors may contact the undersigned.

WHEREFORE, Oerlikon respectfully requests that the Court enter an order correcting the cure amount of the Oerlikon "Supply Agreement" the Debtor to be $109,526.69 (to be received by Oerlikon in immediately available funds prior to shipment), plus amounts for the cost of installation (if requested by the Debtors) to be pre-paid to Oerlikon in immediately available funds, and grant such further relief as the Court deems to be due and proper.

Dated: New York, New York
February 6, 2017

FOLEY & LARDNER LLP

/s/ Richard J. Bernard

Richard J. Bernard
90 Park Avenue
New York, New York 10016
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Facsimile: (212) 687-2329
Email: rbernard@foley.com
Counsel to Oerlikon Metco (US) Inc.

Exhibit 1

Oerlikon Pro Forma Invoice

oerlikon metco

Oerlikon Metco (US) Inc.
1101 Prospect Avenue
Westbury, NY 11590-0201
Phone: +1 516-334-1300
Fax: +1 516-338-2342
www.oerlikon.com/metco

Proforma Invoice

Heli-One Canada, Inc
4740 Agar Drive
RICHMOND BC V7B 1A3
CANADA

Ship-to address
Heli-One
Attn: Glenn Bouzek
Tel: 604-952-7700
4300 80Avenue
DELTA BC V4K 3N3
CANADA

Invoice Number 930481381	Date 01/27/2017
Your Reference no. P9195215	Date 02/23/2016
Sales order number 230257763	Date 02/23/2016
Customer no. 1127128	
Contact person Marlies McDonald Marlies.Mcdonald@oerlikon.com	Phone/Fax (P) 516 338-2380 (F) 516 338-2357
Account manager Mueller L.	

Please remit to
Oerlikon Metco (US) Inc
27625 Network Place
Chicago IL 60673-1276

Terms of delivery:	EXW Westbury, NY
Terms of payment:	Special Terms as per agreement
Weights gross / net:	0.001 / 0.001 KG
Shipping conditions:	Truck

· Project restart payment of US$109,562.69 due upon receipt. Once funds are received the project will be restarted and scheduled.

· Project shipment US$109,562.69 due prior to shipment from Westbury.

· Installation start-up US$24,347.27 advanced payment required for installation date to be scheduled.

Item	Item Detail		Total value (USD)
1	1096445 (Plant 3000) Origin / Tarif no.	SE7397H HELI-ONE CANADA ULC US /	

Type	Quantity	Price per unit	Total value
Down Pay./Settlement	1 PC		109,562.69

Total items		109,562.69
Total Taxes		0.00
Final Amount	**USD**	**109,562.69**

Buyer hereby grants Oerlikon Metco (US) Inc "Oerlikon Metco" a security interest in the goods sold hereunder (together with all accessories, attachments and accessions now and hereafter affixed thereto and all substitutions, replacements and all proceeds thereof) as of the date hereof and hereafter to secure the payment of the purchase price thereof and all charges related thereto and authorizes Oerlikon Metco to file financing statements (and other such instruments) with appropriate local and state authorities. Oerlikon Metco reserves the right to change the credit terms

All sales are per the Terms and Conditions of Oerlikon Metco (US) Inc. Full Terms and Conditions are available at **www.oerlikon.com/metco** under Terms and Conditions. If you do not agree herewith, inform us within two (2) working days after issuing of this Purchase Order Confirmation.

Oerlikon Metco (US) Inc.
1101 Prospect Avenue
Westbury, NY 11590-0201
Phone: +1 516-334-1300
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Proforma Invoice

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provided herein when, in Oerlikon Metco's opinion, the financial condition or previous payment record of Buyer so warrants. Should Buyer become delinquent on the payment of any sum due hereunder, Oerlikon Metco will not be obligated to continue performance.

ISO 9001:2008 Registered Quality System. Country of export USA - NLR ECCN: EAR99
We hereby Certify that these goods were produced in compliance with all applicable requirements of sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

All sales are per the Terms and Conditions of Oerlikon Metco (US) Inc. Full Terms and Conditions are available at **www.oerlikon.com/metco** under Terms and Conditions. If you do not agree herewith, inform us within two (2) working days after issuing of this Purchase Order Confirmation.