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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 FOR PROTECTIVE ORDER

EXHIBIT		DESCRIPTION	PAGE
1	Declaration of Eric C. Strain in Support of Airbus Helicopter's S.A.S.'s Motion for Protective Order		1
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Dated: February 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 February 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 1

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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)

DECLARATION OF ERIC C. STRAIN IN SUPPORT OF DEFENDANT AIRBUS HELICOPTERS, S.A.S'S MOTION FOR PROTECTIVE ORDER

I, Eric C. Strain, declare under penalty of perjury as follows:

1. I am a partner at the law firm Nixon Peabody LLP, with offices at 437 Madison Avenue, New York, NY 10022, (212) 940-3000, estrain@nixonpeabody.com. I have been admitted *pro hac vice* in this action. I have personal knowledge of the facts set forth herein, and could testify thereto if called as a witness.

2. This declaration is made in support of Defendant Airbus Helicopters, S.A.S's ("AH's") Motion for Protective Order and for no other purpose.

3. Attached as **Exhibit A** is a true and correct copy of ECN's Request for Production of Documents dated December 30, 2016.

4. Attached as **Exhibit B** is a true and correct copy of a January 18, 2017 email from Eric Strain to Martin Flumenbaum, et al.

5. Attached as **Exhibit C** is a true and correct copy of a January 19, 2017 email from Martin Flumenbaum to Eric Strain.

6. Attached as **Exhibit D** is a true and correct copy of ECN's Notice of Deposition of Michel Gouraud.

7. Attached as **Exhibit E** is a true and correct copy of ECN's Notice of Deposition of Airbus Helicopters S.A.S.

8. Attached as **Exhibit F** is a true and correct copy of a February 1, 2017 email from Eric Strain to George Barber, et al.

9. Attached as **Exhibit G** is a true and correct copy of a February 2, 2017 email from Martin Flumenbaum to Eric Strain, et al.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 3, 2017

New York, New York

s/ Eric C. Strain
Eric C. Strain

EXHIBIT A

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and

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COUNSEL FOR ECN CAPITAL (AVIATION) CORP.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: CHC GROUP LTD., *et al.*, Debtor,	**Chapter 11** **Case No. 16-31854(BJH)** **(Jointly Administered)**
ECN CAPITAL (AVIATION) CORP., Plaintiff, v. AIRBUS HELICOPTERS (SAS), Defendant.	**Adversary No. 16-03151-bjh** **Plaintiff's First Requests for the <u>Production of Documents</u>**

PLAINTIFF'S FIRST REQUESTS FOR THE PRODUCTION OF DOCUMENTS
TO AIRBUS HELICOPTERS (SAS)

TO: Defendant Airbus Helicopters (SAS), by and through its attorneys of record, Airbus Helicopters (SAS), Kevin Cabaniss, Airbus Helicopters, Inc., 2701 Forum Drive, Grand Prairie, Texas 75052, Eric Strain, Nixon Peabody LLC, 437 Madison Avenue, New York, New York 10022, and Brian P. Hall, Smith, Gambrell & Russell, LLP, Promenade, Suite 3100, 1230 Peachtree Street N.E., Atlanta, Georgia 30309

Pursuant to Rules 7026 and 7034 of the Federal Rules of Bankruptcy Procedure, please take notice that you are required to respond to the following Requests for Production and produce for inspection and/or copying the specified documents within thirty (30) days of the service of this request. The documents are to be produced for inspection, examination and copying, accompanied by any responses and objections, at the offices of Kane Russell Coleman & Logan PC, 3700 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201.

Respectfully submitted,

KANE RUSSELL COLEMAN & LOGAN PC

By: /s/ *Jason B. Binford*
Jason B. Binford (State Bar No. 24045499)
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- and -

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Counsel for Plaintiff
ECN Capital (Aviation) Corp.

I.
INSTRUCTIONS

1. These Requests apply to all documents in Your possession, custody or control, including all documents in the possession, custody or control of Your employees, officers, directors, servants, brokers, representatives, insurance carriers, consultants, experts, investigators, attorneys or other agents, or any Person acting on Your behalf, past or present, wherever located.

2. These Requests are continuing in nature and require supplementary answers in accordance with the Federal Rules of Bankruptcy Procedure and the applicable Federal Rules of Civil Procedure. Any requested documents that You or Your agents, attorneys or other representatives obtain or discover after the initial production shall be produced to ECN Capital promptly in accordance with Federal Rule of Civil Procedure 26(e).

3. A Request for any document shall be deemed to include a Request for any or all transmittal sheets, cover letters, exhibits, enclosures, or attachments to such documents, in addition to the document in its full and unexpurgated form.

4. In the event that any draft or copy of a requested document is not identical to any other draft or copy thereof, by reason of any alterations, marginal notes, comments, or material contained therein or attached thereto or for any other reason, You shall produce all such non-identical versions.

5. Unless otherwise specified herein, these Requests seek all documents generated on or after January 1, 1975.

6. If any document requested herein was, but is no longer, in Your custody, control, or possession, You shall state with particularity the disposition made of such

document, including the date of, method of and reason(s) for such disposition and the name and address, if known, of any person who has seen the document or who now has custody, control or possession thereof.

7. If any document requested herein is withheld from production on the alleged grounds of privilege or immunity (whether under common law, statute or otherwise), or is not produced for whatever reason, You shall identify each such document on the due date of production by stating: (a) the identity of each person who prepared and/or signed the document; (b) the identity of each person designated as an addressee; (c) the identity of each person who received any copy of the document; (d) the date of the document; (e) the subject matter of the document; (f) the type of document; and (g) the basis for withholding the document, in a manner sufficient to allow it to be described to the Court for ruling on the privilege or other reason asserted. You are further requested to produce those portions of any such documents that are not subject to a claim of privilege or other reason for non-production by excising or otherwise protecting the portions for which privilege is asserted, if such a technique does not result in disclosing the contents of the portions for which some privilege is asserted.

8. If You object to or otherwise decline to respond to any portion of any Request for production, You shall provide all documents called for in that portion of the Request to which You do not object or to which You do not decline to respond.

9. If You claim any ambiguity in responding to a Request, or in any Definition or Instruction applicable to a Request, such claim shall not be utilized as a basis for refusing to

respond. You shall set forth as part of Your response the language deemed to be ambiguous and the interpretation used in responding to the Request.

10. If You object to a Request on the grounds that to provide a document or documents would constitute an undue burden, You are requested to provide such information as can be supplied without undertaking an undue burden, and explain the grounds for Your contention that an undue burden exists.

11. If there are no documents responsive to any particular Request, You shall so state in writing.

12. You are requested to produce all responsive documents, notwithstanding that Plaintiff may already have some or all of the responsive documents in its possession.

13. All electronically stored information shall be produced as detailed in Appendix A.

14. You are instructed to place a unique document control number or document ID on each page of each document provided. If digital images are provided in addition to, or in place of, paper copies, the document ID may be applied to the images electronically and should be permanently "burned" into the exact electronic duplicates of the paper originals.

II.
DEFINITIONS

The following definitions shall apply herein:

1. The term "2009 Crash" shall be construed to mean the April 1, 2009 crash of Airbus Helicopter Model AS332L2, Registration G-REDL, near Peterhead, Scotland, operated by Bond Offshore Helicopters Ltd.

2. The term "2016 Crash" shall be construed to mean the April 29, 2016 crash of Airbus Helicopter Model EC225, Registration LN-OJF, near Turøy, Norway, operated by the Debtors.

3. The terms "Airbus," "You," or "Your" shall be construed to refer to Airbus Helicopters (SAS), and any and all predecessors and successors in interest, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of Airbus Helicopters (SAS).

4. The term "Airbus Helicopter Model AS332L2" shall be construed to refer to the helicopter model formerly referred to as "Eurocopter AS332L2" and any military variants thereof.

5. The term "Airbus Helicopter Model EC225" shall be construed to refer to the helicopter model formerly referred to as "Eurocopter EC225" and the helicopter model currently referred to as "Airbus Helicopters H225" and any military variants thereof.

6. The terms "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the discovery requests inclusive rather than exclusive.

7. The term "any" shall be understood in either its most or least inclusive sense as necessary to bring within the scope of discovery requests all responses that might otherwise be construed to be outside the scope of the request.

8. The terms "concern" or "concerning" shall be understood to mean relating to, referring to, describing, reflecting, evidencing, constituting, comprising, proving, disproving,

dealing with, prepared in contemplation of, prepared in connection with, prepared as a result of, or in any way relevant to the matter specified in the Request.

9. The term "communication," shall be understood to mean any contact, oral or written, formal or informal, in which information, words, thoughts or expressions of any nature are conveyed, transmitted, transferred or exchanged.

10. The term "Complaint" shall be construed to refer to Plaintiff ECN Capital's Complaint filed in this adversary proceeding against Defendant Airbus Helicopters (SAS) on November 17, 2016 (Adversary No. 16-03151-bjh Dkt. No. 1).

11. The term "Debtors" shall be construed to mean CHC Group Ltd., and all of the other debtors in these jointly administered cases.

12. The term "document" shall be understood to mean the original, or if the original is not in your custody or under your control, a copy thereof, and, in any event, includes any non-identical copy or copies which differ from the original for any reason (e.g., draft copy or copy containing notes thereon), of any kind of printed, recorded, written, graphic, electronic or photographic matter (including audiotape and videotape recordings), however printed, produced, reproduced, coded, or stored, of any kind or description, whether sent or received, and including, without limitation: Papers, books, accounts, letters, telegrams, cables, telex messages, e-mails, data entries, text messages, memoranda, notes, notations, work papers, routing slips; intra- and interoffice communications and intra- and interdepartmental communications, including communications to, between, or among directors, officers, agents, attorneys, or employees; transcripts, minutes, reports, and recordings of conversations, interviews, conferences, committee meetings, or other meetings;

affidavits, statements, summaries, opinions, court pleadings, and reports; indices, studies, analyses, forecasts, and evaluations; contracts, licenses, and agreements; invoices, notebooks, entries, ledgers, journals, books of record, summaries of accounts, balance sheets, income statements; questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, or trade letters; desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, or tabulations; data sheets, computer tapes and disks, magnetic tapes, punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, and microfiche; models, photographs, drawings, sketches, blueprints, objects, and other tangible things; correspondence, whether written or received; and things similar to any of the foregoing, regardless of their author or origin, however denominated by the person upon whom the request is made. The term also shall include Electronic Information and Metadata as herein defined. This definition includes all copies, reproductions, or facsimiles of documents by whatever means made. If copies of a document are not identical by reason of handwritten notation, initials, identification marks, or other modifications, each such non identical copy is a separate document within the meaning of this definition.

13. The term "ECN Capital" shall be construed to mean ECN Capital (Aviation) Corp., a subsidiary of ECN Capital Corp. (formerly known as Element Capital Corp.).

14. The term "ECN Capital Equipment" shall be construed to mean those helicopters identified as follows, together with all airframes, engines, rotors, gear boxes and other equipment:

- Airbus Helicopter Model AS332L2 (Serial No. 2467);

- Airbus Helicopter Model AS332L2 (Serial No. 2474);
- Airbus Helicopter Model AS332L2 (Serial No. 2477);
- Sikorsky Model S-76C+ (Serial No. 760568);
- Airbus Helicopter Model AS332L2 (Serial No. 2504);
- Airbus Helicopter Model EC225 (Serial No. 2878); and
- Sikorsky Model S-92A (Serial No. 920014).

15. The term "Electronic Information" shall be construed to refer to any electronically stored data on magnetic or optical storage media (i.e., hard drives or disks, backup tapes, CD-ROMS, DVD-ROMs, JAZ and Zip drives, and floppy disks) as an "active" file or files (i.e., readily readable by one or more computer applications or forensics software); any "deleted" but recoverable electronic files on said media; any electronic file fragments (i.e., files that have been deleted and partially overwritten with new data); and "slack" (i.e., data fragments stored randomly from random access memory on said media during the normal operation of a computer [RAM slack] or residual data left on said media after new data has overwritten some but not all of previously stored data).

16. The term "Helicopters" shall be construed to refer to Airbus Helicopter Model AS332 L2 and Airbus Helicopter Model EC225 including individual aircraft, parts, design data, manuals, equipment, service experience data, maintenance records, test specimens and test rigs.

17. The term "HUMS" shall be construed to refer to the Health and Usage Monitoring System utilized in the Helicopters.

18. The term "including" shall be construed to mean "including, without limitation" or "including, but not limited to."

19. The term "May 2012 Ditching" shall be construed to mean the May 10, 2012 ditching in the North Sea of Airbus Helicopter Model EC225, Registration G-REDW, owned by Era Group Inc., operated by Bond Offshore Helicopters Ltd.

20. The term "Metadata" shall be construed to refer to file information that is not readily visible during conventional access, including but not limited to the file name; name or identity of the actual author and the platform or software used to create the file; the date the file was created and a revision history setting forth the dates that underlying or related files were written to, modified, erased or deleted; the dates and times that the file was opened or otherwise accessed; comments, links and other hidden components; the storage path of the underlying and related files; the identity and location of the other related authors and documents; the directories and subdirectories of the file; and deleted files and temporary files that were erased and over-written.

21. The term "October 2012 Ditching" shall be construed to mean the October 22, 2012 ditching in the North Sea of Airbus Helicopter Model EC225, Registration G-CHCN, operated by the Debtors.

22. The term "Person" shall be deemed to include both the singular and plural and shall include natural persons, corporations, public corporations, municipal corporations, partnerships, joint ventures, groups, associations or organizations, all federal, state, and local governments and all departments, agencies, or subunits thereof.

23. Use of a singular noun shall be construed to include the plural noun, and use of a plural noun shall be construed to include the singular noun.

24. Use of a verb in any tense shall be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of the discovery request documents or information that might otherwise be construed to be outside of its scope.

III.
REQUESTS FOR PRODUCTION

1. All documents concerning fatigue, spalling, or cracking in any component of the main gear box of any Helicopter, including but not limited to the planet gears of the main gear box.

2. All documents concerning any failure, defect, or performance issue with any component of the main gear box of any Helicopter, including but not limited to the magnetic chip detectors housed in the main gear box.

3. All documents concerning any failure, defect, or performance issue with any component of the HUMS system or oil debris monitoring of any Helicopter.

4. All documents concerning any internal or external analysis or testing, including test protocol, test results, or test analysis, of any component of the main gear box of the Helicopters, including the planet gears.

5. All documents concerning any internal or external analysis or testing, including test protocol, test results, or test analysis, of the magnetic chip detectors housed in the main gear box of the Helicopters or any other components of oil debris monitoring.

6. All documents concerning any internal or external analysis or testing, including test protocol, test results, or test analysis, of the HUMS system of the Helicopters.

7. All documents concerning civil or military certification by any government agency or aviation authority of the Helicopters, including but not limited to reports and associated evidence of compliance with certification standards, certification review items, issue papers, presentations and/or correspondence.

8. All documents concerning any proposed, contemplated, tested, recommended, and/or necessary changes or updates to the main gear box or any component of the main gear box of the Helicopters.

9. All documents reflecting concern, doubt, questions, and/or disagreement regarding the viability, safety, or technical soundness of the design, technology, and gears of the main gear box of the Helicopters.

10. All documents concerning any proposed, tested, contemplated, recommended, and/or necessary changes or updates to the main rotor blade of the Helicopters.

11. All documents concerning any proposed, contemplated, recommended, and/or necessary changes or updates to the HUMS system of the Helicopters.

12. All documents concerning any proposed, contemplated, tested, recommended, and/or necessary recalls, inspections, or modifications of any of the Helicopters.

13. All documents concerning production quality and critical parts control of components of the main gear box of the Helicopters.

14. All documents concerning any research, monitoring, investigation, diagnostics or analysis regarding the safety, performance, or reliability of the HUMS system or oil debris monitoring of the Helicopters.

15. All documents concerning any research, monitoring, investigation, diagnostics or analysis regarding the safety, performance, or reliability of any components of the main gear box of the Helicopters, including but not limited to magnetic chip detectors housed in the main gear box.

16. All documents concerning any comparison, analysis, or difference or similarity in design and/or performance of the Helicopters and any helicopter that Airbus considers to be a competitor to the Helicopters.

17. All documents concerning Airbus's marketing or advertisement of the Helicopters, including presentations, advertisements, brochures, or sales materials referring to the main gear box, HUMS system, or oil debris monitoring of the Helicopters.

18. All instructions, warnings, alerts, notices, manuals, disclaimers, or warranties provided to purchasers of the Helicopters.

19. All documents concerning the 2009 Crash, including documents relating to:

(a) The investigation of the circumstances and/or cause of the 2009 Crash;

(b) Any internal or external analysis, assessment, investigation, or testing performed on or in connection with any Helicopter as a result of the 2009 Crash;

(c) Any defect in any component of the specific Helicopter involved in the 2009 Crash;

(d) Any replacement, repair, inspection, maintenance or change proposed, recommended, or contemplated for any Helicopter as a result of the 2009 Crash;

(e) Any grounding or pause in operation of any Helicopter as a result of the 2009 Crash;

(f) Any directives, instructions, warnings, bulletins, or communications made by Airbus to owners or operators of any Helicopters, customers of such owners or operators, industry associations, or aviation authorities, including meetings or visits, regarding the 2009 Crash; and/or

(g) Any reports, statements or other evidence presented in connection with any inquiry or inquest regarding the 2009 Crash.

20. All documents concerning the May 2012 Ditching, including documents relating to:

(a) The investigation of the circumstances and/or cause of the May 2012 Ditching;

(b) Any internal or external analysis, assessment, investigation, or testing performed on or in connection with any Helicopter as a result of the May 2012 Ditching;

(c) Any defect in any component of the specific Helicopter involved in the May 2012 Ditching;

(d) Any replacement, repair, inspection, maintenance or change proposed, recommended, or contemplated for any Helicopter as a result of the May 2012 Ditching;

(e) Any grounding or pause in operation of any Helicopter as a result of the May 2012 Ditching;

(f) Any directives, instructions, warnings, bulletins, or communications made by Airbus to owners or operators of any Helicopters, customers of such owners or operators, industry associations, or aviation authorities, including meetings or visits, regarding the May 2012 Ditching; and/or

(g) Any reports, statements or other evidence presented in connection with any inquiry or inquest regarding the May 2012 Ditching.

21. All documents concerning the October 2012 Ditching, including documents relating to:

(a) The investigation of the circumstances and/or cause of the October 2012 Ditching;

(b) Any internal or external analysis, assessment, investigation, or testing performed on or in connection with any Helicopter as a result of the October 2012 Ditching;

(c) Any defect in any component of the specific Helicopter involved in the October 2012 Ditching;

(d) Any replacement, repair, inspection, maintenance or change proposed, recommended, or contemplated for any Helicopter as a result of the October 2012 Ditching;

(e) Any grounding or pause in operation of any Helicopter as a result of the October 2012 Ditching;

(f) Any directives, instructions, warnings, bulletins, or communications made by Airbus to owners or operators of any Helicopters, customers of such owners or operators, industry associations, or aviation authorities, including meetings or visits, regarding the October 2012 Ditching; and/or

(g) Any reports, statements or other evidence presented in connection with any inquiry or inquest regarding the October 2012 Ditching.

22. All documents concerning the 2016 Crash, including documents relating to:

(a) The investigation of the circumstances and/or cause of the 2016 Crash;

(b) Any internal or external analysis, assessment, investigation, or testing performed on or in connection with any Helicopter as a result of the 2016 Crash;

(c) Any defect in any component of the specific Helicopter involved in the 2016 Crash;

(d) Any replacement, repair, inspection, maintenance or change proposed, recommended, or contemplated for any Helicopter as a result of the 2016 Crash;

(e) Any grounding or pause in operation of any Helicopter as a result of the 2016 Crash;

(f) Any directives, instructions, warnings, bulletins, or communications made by Airbus to owners or operators of any Helicopters,

customers of such owners or operators, industry associations, or aviation authorities, including meetings or visits, regarding the 2016 Crash; and/or

(g) Any reports, statements or other evidence presented in connection with any inquiry or inquest regarding the 2016 Crash.

23. All documents concerning any other crash or ditching of any Helicopter.

24. All documents concerning any comparison between the 2016 Crash and any other crash, ditching, or serious incident involving any Helicopter.

25. All documents concerning any serious incident involving or in connection with any Helicopter reported to or investigated by a national accident investigation body.

26. All documents concerning any repair, replacement, or overhaul of any component of the main gear box of any Helicopter, including any inspections conducted after incidents including lightning strikes, transit damage, and/or heavy landings.

27. All documents that relate to epicyclic gear failures of any of Your products.

28. All documents concerning any emergency safety bulletins regarding the Helicopters.

29. All documents concerning AS332 Emergency Alert Service Bulletin 63.00.83 and EC225 Emergency Alert Service Bulletin 63A030, including but not limited to documents relating to Airbus's decision to maintain in service only one of the two types of epicyclic module second stage planet gears in the Helicopters.

30. All documents concerning any complaints by any purchasers, owners and/or operators of any Helicopter.

31. All documents concerning any main gear box warranty claims by any purchasers, owners, and/or operators of any Helicopter.

32. All documents concerning any communications, including complaints, questions or comments, by the United States Federal Aviation Administration, the Civil Aviation Authority of Norway, the United Kingdom Civil Aviation Authority, the European Aviation Safety Agency, or the Accident Investigation Board Norway, or any other government agency, military aviation authority, or civil aviation authority regarding any of the Helicopters.

33. All documents concerning any communications with the United States Federal Aviation Administration, the Civil Aviation Authority of Norway, the United Kingdom Civil Aviation Authority, the European Aviation Safety Agency, or the Accident Investigation Board Norway concerning the main gear box or any component of the main gear box of the Helicopters.

34. All documents concerning any complaints by anyone else regarding any of the Helicopters.

35. All documents concerning any lawsuit or arbitration filed by any party against Airbus regarding the Helicopters, including but not limited to the action captioned *Wells Fargo Bank Northwest N.A.* v. *Airbus Helicopters Inc.*, DC-16-09090 (Tex. Dist. Ct., Dall. County, filed July 28, 2016), and the action captioned *Era Group Inc.* v. *Airbus Helicopters Inc., et al.*, DC-16-15017 (Tex. Dist. Ct., Dall. County, filed November 21, 2016).

36. All liability insurance policies, all grounding insurance policies, and all casualty insurance policies that insure or insured any or all of the ECN Capital Equipment or the operation of the ECN Capital Equipment for the period of January 1, 2015, to the present.

37. All purchase and sale agreements, and all related transaction documents, for the original purchase of the ECN Capital Equipment from the manufacturer or manufacturers thereof by the Debtors, their affiliates or third parties.

38. All documents concerning any warranty, design guarantee, or performance guarantee of the ECN Capital Equipment from the manufacturer or manufacturers of the ECN Capital Equipment or from any third party.

39. All documents concerning communications with CHC Helicopter S.A. (or any subsidiary, parent, or affiliate of CHC Helicopter S.A.) regarding the Helicopters or any component of the main gear box of the Helicopters.

40. All documents concerning communications with Heli-One, Inc. (or any subsidiary, parent, or affiliate of Heli-One, Inc.) regarding the design, engineering, assembly, manufacture, service, support, and/or maintenance of the main gear box and/or epicyclic module of the Helicopters.

41. All documents concerning Airbus's conclusion after the 2016 Crash that certain planet gears in the epicyclic module of the main gear box of the Helicopters (i.e., Part Numbers 332A32-335-00, 332A32-335-02, 332A2A32-3335-05 and 332A32-3335-07) were unfit for use.

42. All documents concerning Airbus's conclusion after the 2016 Crash that certain planet gears in the epicyclic module of the main gear box of the Helicopters were safe for use.

43. Documents sufficient to identify the individuals who participated in the design of the Helicopters and/or the main gear box of the Helicopters.

44. Documents sufficient to show all sales of Helicopters by Airbus or its affiliates to the Debtors or their affiliates or third parties.

45. Documents sufficient to show all sales of parts for Helicopters or supply of manuals for Helicopters by Airbus or its affiliates to the Debtors or their affiliates or third parties.

46. Documents sufficient to show Airbus's sales and related revenues concerning the Helicopters.

47. Documents sufficient to show Airbus's business activities in the United States, including documents regarding any sales by Airbus occurring in the United States, any sales of Helicopters in the United States, and any Airbus offices, facilities, employees, or products located in the United States.

48. True and accurate copies of Your organizational charts for each division of Airbus (and department therein) responsible for the design, manufacture, or sale of any of the Helicopters.

49. All minutes, recordings, summaries or reports of meetings, whether formal or informal, of Your board of directors or any committee or subcommittee thereof, discussing (i) the Helicopters; (ii) the advertising of any of the Helicopters; and/or (iii) any other topic in these Requests.

50. All documents concerning Airbus's statement, reported on December 9, 2016 by Vertical Magazine, that the Complaint includes "misleading and libelous allegations" against Airbus and that "Airbus Helicopters will consider seeking remedies against any deliberate defamation."

51. All documents that in any way support or concern Your answers to any interrogatories propounded by ECN Capital.

52. Any other documents concerning the allegations in the Complaint.

53. Documents sufficient to show Airbus's document retention policies.

APPENDIX A

Requested Production Format

I. Overview

A. All documents should be produced as Bates-stamped tagged image file format ("TIFF") images along with an image load/cross reference file, a data load file with fielded metadata, and document-level extracted text for electronically stored information or optical character recognition ("OCR") text for scanned hard copy documents. Details regarding requirements, including files to be delivered in native format, are below.

II. TIFF Image Requirements

A. All documents should be produced as TIFF images in 300x300 dpi Group IV single-page monochrome format.

B. All such images should be sequentially Bates-stamped.

C. Images should include the following content where present:

1. For word processing files (*e.g.,* Microsoft Word) – Comments and "track changes" (and similar in-line editing).
2. For spreadsheet files (*e.g.,* Microsoft Excel) – Hidden columns, rows, and sheets; comments; and "track changes" (and similar in-line editing).
3. For presentation files (*e.g.,* Microsoft PowerPoint) – Speaker notes and comments.

III. Native Format Requirements

A. Spreadsheet files

1. Spreadsheet files (*e.g.,* Microsoft Excel) should be provided in native format.
2. In lieu of a TIFF image version of each spreadsheet file, a Bates-stamped single-page TIFF placeholder file should be produced along with the native format version of each file.
3. When redaction is necessary, a redacted TIFF version may be produced; Paul Weiss reserves the right to request access to the native format versions of such files.

B. Multimedia files

1. Multimedia files (*e.g.,* Audio or video files) should be provided in native format.
2. In lieu of a TIFF image version of each multimedia file, a Bates-stamped single-page TIFF placeholder file should be produced along with the native format version of each file.

C. Other files

1. In limited circumstances, it may be necessary to obtain or view the native format versions of files, including color documents/images and dynamic files such as databases. Paul, Weiss reserves the right to request access to the native format versions of such files.

IV. Image Load/Cross Reference File Requirements

A. A single-page image load/cross reference file should be provided with each production.

B. The file may be in either IPRO (.lfp) or Opticon (.opt) format as in the samples below (note that volume label information – "@MSC001" in the sample IPRO file and "MSC001" in the sample Opticon file – is optional):

Sample IPRO .lfp file

IM,MSC00000014,D,0,@MSC001;MSC\0000;00000014.TIF;2
IM,MSC00000015,,0,@MSC001; MSC\0000;00000015.TIF;2
IM,MSC00000016,D,0,@MSC001; MSC\0000;00000016.TIF;2
IM,MSC00000017,,0,@MSC001; MSC\0000;00000017.TIF;2

Sample Opticon .opt file

MSC000001,MSC001,MSC\0000\00000001.TIF,Y,,,3
MSC000002,MSC001,MSC\0000\00000002.TIF,,,,
MSC000003,MSC001,MSC\0000\00000003.TIF,,,,
MSC000004,MSC001,MSC\0000\00000004.TIF,Y,,,2
MSC000005,MSC001,MSC\0000\00000005.TIF,,,,

V. Data Load File and Extracted Text/OCR Requirements

A. A data load file should be provided with each production.

B. The file should be a Concordance-loadable data file, also known as a "DAT" file, and should contain Bates-stamp and metadata information as detailed below.

C. Extracted text and/or OCR text should not be embedded in the DAT file but should rather be provided as separate, document-level text files. Document-level text file names should contain the beginning Bates number information of the document. If a document is provided in native format with a placeholder tiff, (*e.g.,* spreadsheet files) the text file should contain the extracted text of the native file. OCR text should be included for redacted documents.

D. The requested delimiters and qualifiers to be used in the DAT file are:

Record delimiter: Windows newline/Hard return (ASCII 10 followed by ASCII 13)
Field delimiter: □ (ASCII 20)
Multi-value delimiter: Semicolon ; (ASCII 59)
Text qualifier: Small thorn þ (ASCII 254)

E. The DAT file should have a header line with field names and include the following fields:

Field	Comments
BegBates	Beginning Bates number
EndBates	Ending Bates number
BegRange	Bates number of first page of family range, *e.g.,* first page of an email.
EndRange	Bates number of last page of family range, *e.g.,* last page of last attachment to an email.
PageCount	Number of pages in document.
FileExtension	Loose files, attachments and email.
FileSize	Loose files, attachments and email (in bytes).
Title	Loose files and attachments only.
Custodian	Include field only if production is de-duped by custodian. Loose files, attachments, and email. Custodian full name formatted: LASTNAME, FIRSTNAME.
AllCustodian	Include field only if production is de-duped globally. Loose files, attachments, and emails. Full name of all custodians for whom the document is being produced formatted: LASTNAME, FIRSTNAME; LASTNAME, FIRSTNAME
Author	Loose files and attachments only.
From	Email only.
To	Email only.
CC	Email only.
BCC	Email only.
Subject	Email only.
DateCreated	Loose files and attachments only. MM/DD/YYYY
DateModified	Loose files and attachments only. MM/DD/YYYY
DateSent	Email only. MM/DD/YYYY
TimeSent	Email only. HH:MM:SS AM/PM
DateReceived	Email only. MM/DD/YYYY
TimeReceived	Email only. HH:MM:SS AM/PM
FilePath	Loose files. Original path to the file as maintained in the ordinary course of business.
FileName	Loose files and attachments. Name of file as maintained in the ordinary course of business.
FolderPath	Email only. Path within the mail container file (*e.g.*, PST file) to the message at collection time.

Field	Comments
HiddenContent	For loose files and attachments only. List type of hidden content found in document (for content described in section II.C above)
TextPath	The path to the extracted text or OCR for the document, including the file name.
NativePath	The path to the native-format file for the document, including the file name (if a native-format file is provided).

F. Two sample DAT files in the appropriate format when production is globally de-duped are below.

1. The following three entries are, respectively, the header row, a parent email, and a spreadsheet attachment:

þBatesPrefixþ□þBeginning Bates Numberþ□þEnding Bates Numberþ□þBeginning Bates Rangeþ□þEnding Bates Rangeþ□þPage Countþ□þFile Extensionþ□þFile Sizeþ□þTitleþ□þCustodianAllþ□þAuthorþ□þFromþ□þToþ□þCCþ□þBCCþ□þSubjectþ□þDate Createdþ□þDate Modifiedþ□þDate Sentþ□þTime Sentþ□þDate Receivedþ□þTime Receivedþ□þFilePathþ□þFilenameþ□þFolderPathþ□þHidden Contentþ□þTextPathþ□þNativePathþ

þSAMPLEþ□þ00000001þ□þ00000001þ□þ00000001þ□þ00000002þ□þ1þ□þMSGþ□þ2354þ□þþ□ þSmith, John H.þ□þþ□þSmith, John H.þ□þDoe, Janeþ□þSchmidt, Jane W.; Doe, Markþ□þþ□þChecks Payableþ□þþ□þþ□þ12/25/2008þ□þ9:30:01 AMþ□þ12/25/2008þ□þ9:30:11 AMþ□þþ□þþ□þ\Inbox\Payable\þ□þþ□þþ□þText\SAMPLE\0000\00000001.txtþ□þþ

þSAMPLEþ□þ00000002þ□þ00000002þ□þ00000001þ□þ00000002þ□þ1þ□þxlsþ□þ46444þ□þAcc ounts Receivableþ □þSmith, John H.þ□þSmith, John H.þ□þþ□þþ□þþ□þþ□þþ□þ12/22/2008þ□þ12/25/2008þ□þþ□þþ□þþ□þþ□þþ□þ2010 budget.xlsþ□þþ□þHidden Columnþ□þText\SAMPLE\0000\00000002.txtþ□þNatives\SAMPLE\0000\00000002.xlsþ

2. In globally de-duped productions there will be instances where production of documents from additional custodians will include documents previously produced. The two entries below are, respectively, the header row, and an overlay row producing a new custodian's copy of an email previously produced:

þBatesPrefixþ□þBeginning Bates Numberþ□þEnding Bates Numberþ□þBeginning Bates Rangeþ□þEnding Bates Rangeþ□þPage Countþ□þFile Extensionþ□þFile Sizeþ□þTitleþ□þCustodianþ□þAuthorþ□þFromþ□þToþ□þCCþ□þBCCþ□þSubjectþ□þDate Createdþ□þDate Modifiedþ□þDate Sentþ□þTime Sentþ□þDate Receivedþ□þTime Receivedþ□þFilePathþ□þFilenameþ□þFolderPathþ□þHidden Contentþ□þTextPathþ□þNativePathþ

þSAMPLEþ□þ00000001þ□þ00000001þ□þ00000001þ□þ00000002þ□þ1þ□þMSGþ□þ2354þ□þþ□ þSchmidt, Jane W.þ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þþ□þ\Inbox\Accts Payable\þ□þþ□þþ□þText\SAMPLE\0000\00000001.txtþ□þþ

CERTIFICATE OF SERVICE

I hereby certify that, on December 30, 2016, I caused the foregoing to be served via electronic mail and regular mail to the following counsel of record:

Airbus Helicopters (SAS)
c/o Kevin Cabaniss
Airbus Helicopters, Inc.
2701 Forum Drive
Grand Prairie, TX 75052

Eric Strain, Esq.
Nixon Peabody LLP
437 Madison Avenue
New York, NY 10022-7039
P: 212-940-3000
F: 212-940-3111

Brian P. Hall, Esq.
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Atlanta, GA 30309

Steven A. Rossum, Esq.
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1230 Peachtree Street N.E.
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Heather H. Jobe, Esq.
Bell Nunnally & Martin LLP
3232 McKinney Ave., Suite 1400
Dallas, Texas 75204-2429

/s/ *Jason B. Binford*
Jason B. Binford

EXHIBIT B

Douglas, Christina

From: Strain, Eric
Sent: Wednesday, January 18, 2017 3:37 PM
To: Martin Flumenbaum; George H. Barber (gbarber@krcl.com); rlemay@krcl.com; Pietro J Signoracci
Cc: Christmas, Robert; Jason Katz; Shah, Shainee; Ortego, Joseph J.
Subject: ECN v Airbus Helicopters

Marty,

Thank you for taking time yesterday to discuss various issues in this case. As we agreed, our conference yesterday will serve as our initial Rule 26(f) conference. That being the case, per Rule 34(b)(2)(A), Airbus Helicopter's responses to the Requests for Production served by your client pursuant Rule 26(d)(2) will be due on February 16, 2017 (as I said, I did not have the Rules in front of me, so that is where the date actually falls). As discussed, Airbus Helicopters will be responding only to the requests that are relevant to the jurisdictional issues.

Also, since the parties have already informed the Court that the trial date will be moved to a later date, the existing deadlines in the scheduling order will be extended (specifically the 1/20 deadline to serve written discovery and 2/3 deadline to serve expert witnesses).

I suggest we have a follow-up Rule 26(f) conference to attempt to further narrow remaining issues before the February 6 status conference, including seeing if we can agree on a proposed trial date and litigation schedule should Airbus Helicopter's motion to dismiss is denied, and preparing a joint proposed scheduling order. Are you available early next week?

Thank you, Eric

EXHIBIT C

Douglas, Christina

From: Flumenbaum, Martin <mflumenbaum@paulweiss.com>
Sent: Thursday, January 19, 2017 9:50 AM
To: Strain, Eric
Cc: GRP-ECN-AIRBUS
Subject: FW: ECN v Airbus Helicopters

Eric,

We have received your email. As we discussed on the phone on Tuesday, January 17, we do not believe that Airbus has the right to limit its initial disclosures and its responses to only those requests Airbus deems relevant to jurisdictional issues. Airbus has an obligation to provide full disclosures and to respond to all of ECN Capital's discovery requests in a timely manner.

We also do not believe that, in lieu of an agreement between the parties on a new schedule, Airbus has the unilateral ability to choose not to follow the current schedule that the Court has put in place. Until an agreement is reached, we expect Airbus to comply with all of the deadlines under the current scheduling order in effect.

We are available to discuss next Monday (Jan. 23) and Tuesday (Jan. 24).

Thank you,

Marty

Martin Flumenbaum | Partner (Bio)
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas | New York, NY 10019-6064
(212) 373-3191 (Direct Phone) | (212) 492-0191 (Direct Fax)
mflumenbaum@paulweiss.com | www.paulweiss.com

This message is intended only for the use of the Addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.

EXHIBIT D

George H. Barber (State Bar No. 01705650)
gbarber@krcl.com
Robert N. LeMay (State Bar No. 12188750)
rlemay@krcl.com
Kane Russell Coleman & Logan PC
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Telephone: (214) 777-4264
Facsimile: (214) 777-4299

and

Martin Flumenbaum (New York Bar No. 1143387)
mflumenbaum@paulweiss.com
Roberta A. Kaplan (New York Bar No. 2507093)
rkaplan@paulweiss.com
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
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Telephone: (212) 373-3000
Facsimile: (212) 757-3990

COUNSEL FOR PLAINTIFF ECN CAPITAL (AVIATION) CORP.

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)**
ECN CAPITAL (AVIATION) CORP.,	**Adv. Proc. No. 16-03151-bjh**
Plaintiff,	
v.	**NOTICE OF DEPOSITION OF MICHEL GOURAUD PURSUANT TO FED. R. BANKR. P. 7030**
AIRBUS HELICOPTERS (SAS),	
Defendant.	

PLEASE TAKE NOTICE that, pursuant to Rule 7030 of the Federal Rules of Bankruptcy Procedure, Plaintiff ECN Capital (Aviation) Corp., by and through its undersigned counsel, will take the oral and videotaped deposition of Michel Gouraud commencing at 9:00 a.m. on Tuesday, February 14, 2017, at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019.

The deposition shall continue from day to day, holidays and weekends excepted, until completed or otherwise adjourned or continued by agreement of counsel. The deposition shall be taken upon oral examination before a notary public or other person authorized by law to administer oaths and shall be recorded by stenographic and videographic means.

Dated: January 23, 2017
New York, New York

KANE RUSSELL COLEMAN & LOGAN PC

By: _____
George H. Barber (State Bar No. 01705650)
Robert N. LeMay (State Bar No. 12188750)

3700 Thanksgiving Tower
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gbarber@krcl.com
rlemay@krcl.com

- and -

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

Martin Flumenbaum (*pro hac vice*)
(New York Bar No. 1143387)
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mflumenbaum@paulweiss.com
rkaplan@paulweiss.com

Counsel for Plaintiff
ECN Capital (Aviation) Corp.

CERTIFICATE OF SERVICE

I hereby certify that, on January 23, 2017, I caused the foregoing Notice of Deposition to be served via electronic mail and First Class U.S. Mail, postage prepaid, to the following counsel of record for the Defendant:

Jason M. Katz, Esq.
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jkatz@hhdulaw.com

Joseph J. Ortego, Esq.
Eric C. Strain, Esq.
Robert N. H. Christmas, Esq.
Shainee S. Shah, Esq.
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rchristmas@nixonpeabody.com
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George H. Barber

EXHIBIT E

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COUNSEL FOR PLAINTIFF ECN CAPITAL (AVIATION) CORP.

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)**
ECN CAPITAL (AVIATION) CORP.,	**Adv. Proc. No. 16-03151-bjh**
Plaintiff,	**NOTICE OF DEPOSITION OF AIRBUS HELICOPTERS (SAS) PURSUANT TO FED. R. CIV. P. 30(b)(6) AND FED. R. BANKR. P. 7030**
v.	
AIRBUS HELICOPTERS (SAS),	
Defendant.	

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 7030 of the Federal Rules of Bankruptcy Procedure, Plaintiff ECN Capital (Aviation) Corp., by and through its undersigned counsel, will take the oral and videotaped deposition of Airbus Helicopters (SAS), by the person or persons most knowledgeable about the topics listed in Schedule A hereto.

Defendant is requested to provide the Plaintiff with the identities of the individual(s) who will testify regarding each topic at least five business days in advance of the deposition. The deposition will commence at 9:00 a.m. on Tuesday, February 21, 2017, at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019.

The deposition shall continue from day to day, holidays and weekends excepted, until completed or otherwise adjourned or continued by agreement of counsel. The deposition shall be taken upon oral examination before a notary public or other person authorized by law to administer oaths and shall be recorded by stenographic and videographic means.

Dated: January 23, 2017
New York, New York

KANE RUSSELL COLEMAN & LOGAN PC

By: _____
George H. Barber (State Bar No. 01705650)
Robert N. LeMay (State Bar No. 12188750)

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gbarber@krcl.com
rlemay@krcl.com

- and -

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

Martin Flumenbaum (*pro hac vice*)
(New York Bar No. 1143387)
Roberta A. Kaplan (*pro hac vice*)
(New York Bar No. 2507093)
1285 Avenue of the Americas
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Telephone: (212) 373-3000
Facsimile: (212) 757-3990
mflumenbaum@paulweiss.com
rkaplan@paulweiss.com

Counsel for Plaintiff
ECN Capital (Aviation) Corp.

DEFINITIONS

The following definitions shall apply herein:

1. The term "2009 Crash" shall be construed to mean the April 1, 2009 crash of Airbus Helicopter Model AS332L2, Registration G-REDL, near Peterhead, Scotland, operated by Bond Offshore Helicopters Ltd.

2. The term "2016 Crash" shall be construed to mean the April 29, 2016 crash of Airbus Helicopter Model EC225, Registration LN-OJF, near Turøy, Norway, operated by the Debtors.

3. The terms "Airbus," "You," or "Your" shall be construed to refer to Airbus Helicopters (SAS), and any and all predecessors and successors in interest, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of Airbus Helicopters (SAS).

4. The terms "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the topic inclusive rather than exclusive.

5. The term "any" shall be understood in either its most or least inclusive sense as necessary to bring within the topic all responses that might otherwise be construed to be outside the scope of the topic.

6. The terms "concern" or "concerning" shall be understood to mean relating to, referring to, describing, reflecting, evidencing, constituting, comprising, proving, disproving, dealing with, prepared in contemplation of, prepared in connection with, prepared as a result of, or in any way relevant to the topic.

7. The term "communication," shall be understood to mean any contact, oral or written, formal or informal, in which information, words, thoughts or expressions of any nature are conveyed, transmitted, transferred or exchanged.

8. The term "Complaint" shall be construed to refer to Plaintiff ECN Capital's Complaint filed in this adversary proceeding against Defendant Airbus Helicopters (SAS) on November 17, 2016 (Adversary No. 16-03151-bjh Dkt. No. 1).

9. The term "Debtors" shall be construed to mean CHC Group Ltd., and all of the other debtors in these jointly administered cases.

10. The term "document" shall be understood to mean the original, or if the original is not in your custody or under your control, a copy thereof, and, in any event, includes any non-identical copy or copies which differ from the original for any reason (e.g., draft copy or copy containing notes thereon), of any kind of printed, recorded, written, graphic, electronic or photographic matter (including audiotape and videotape recordings), however printed, produced, reproduced, coded, or stored, of any kind or description, whether sent or received, and including, without limitation: Papers, books, accounts, letters, telegrams, cables, telex messages, e-mails, data entries, text messages, memoranda, notes, notations, work papers, routing slips; intra- and interoffice communications and intra- and interdepartmental communications, including communications to, between, or among directors, officers, agents, attorneys, or employees; transcripts, minutes, reports, and recordings of conversations, interviews, conferences, committee meetings, or other meetings; affidavits, statements, summaries, opinions, court pleadings, and reports; indices, studies, analyses, forecasts, and evaluations; contracts, licenses, and agreements; invoices, notebooks, entries, ledgers, journals, books of record, summaries of accounts, balance sheets, income

statements; questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, or trade letters; desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, or tabulations; data sheets, computer tapes and disks, magnetic tapes, punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, and microfiche; models, photographs, drawings, sketches, blueprints, objects, and other tangible things; correspondence, whether written or received; and things similar to any of the foregoing, regardless of their author or origin, however denominated by the person upon whom the request is made. The term also shall include Electronic Information and Metadata as herein defined. This definition includes all copies, reproductions, or facsimiles of documents by whatever means made. If copies of a document are not identical by reason of handwritten notation, initials, identification marks, or other modifications, each such non identical copy is a separate document within the meaning of this definition.

11. The term "ECN Capital" shall be construed to mean ECN Capital (Aviation) Corp., a subsidiary of ECN Capital Corp. (formerly known as Element Capital Corp.).

12. The term "ECN Capital Equipment" shall be construed to mean those helicopters identified as follows, together with all airframes, engines, rotors, gear boxes and other equipment:

- Airbus Helicopter Model AS332L2 (Serial No. 2467);
- Airbus Helicopter Model AS332L2 (Serial No. 2474);
- Airbus Helicopter Model AS332L2 (Serial No. 2477);
- Sikorsky Model S-76C+ (Serial No. 760568);

- Airbus Helicopter Model AS332L2 (Serial No. 2504);
- Airbus Helicopter Model EC225 (Serial No. 2878); and
- Sikorsky Model S-92A (Serial No. 920014).

13. The term "Helicopters" shall be construed to refer to Airbus Helicopter Model AS332 L2 and Airbus Helicopter Model EC225 and any military variants thereof, including individual aircraft, parts, design data, manuals, equipment, service experience data, maintenance records, test specimens and test rigs.

14. The term "HUMS" shall be construed to refer to the Health and Usage Monitoring System utilized in the Helicopters.

15. The term "including" shall be construed to mean "including, without limitation" or "including, but not limited to."

16. The term "May 2012 Ditching" shall be construed to mean the May 10, 2012 ditching in the North Sea of Airbus Helicopter Model EC225, Registration G-REDW, owned by Era Group Inc., operated by Bond Offshore Helicopters Ltd.

17. The term "October 2012 Ditching" shall be construed to mean the October 22, 2012 ditching in the North Sea of Airbus Helicopter Model EC225, Registration G-CHCN, operated by the Debtors.

18. The term "Person" shall be deemed to include both the singular and plural and shall include natural persons, corporations, public corporations, municipal corporations, partnerships, joint ventures, groups, associations or organizations, all federal, state, and local governments and all departments, agencies, or subunits thereof.

19. Use of a singular noun shall be construed to include the plural noun, and use of a plural noun shall be construed to include the singular noun.

20. Use of a verb in any tense shall be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of the topic information that might otherwise be construed to be outside of its scope.

SCHEDULE A

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable herein by Rule 7030 of the Federal Rules of Bankruptcy Procedure, Airbus Helicopters (SAS) is hereby directed to designate one or more persons as corporate deponents to testify on their behalf concerning the following matters:

1. All matters raised in the Complaint;

2. All efforts to locate documents responsive to Plaintiff's First Requests for the Production of Documents.

3. Airbus's business activities in the United States.

4. Airbus's corporate structure.

5. Litigation or other proceedings against Airbus regarding the Helicopters.

6. Sales of Helicopters and sales of parts and/or manuals for Helicopters, by Airbus to the Debtors.

7. Design, manufacturing, production quality, and critical parts control of the Helicopters.

8. Individuals who participated in the design of the Helicopters.

9. Instances of failure, defect, or performance issues with any component of the main gear box of any Helicopter, including but not limited to instances of fatigue, spalling, or cracking.

11. Internal or external analysis or testing of any component of the main gear box of any Helicopter.

12. Repair, replacement, or overhaul of any component of the main gear box of any Helicopter.

13. Civil or military certification by any government agency or aviation authority of the Helicopters.

14. Airbus's internal procedures for rotorcraft certification and airworthiness.

15. Proposed, contemplated, tested, recommended, and/or necessary recalls, inspections, or modifications of any of the Helicopters.

16. Research, monitoring, investigation, diagnostics or analysis regarding the safety, performance, or reliability of the HUMS system, oil debris monitoring, main gear box, and/or magnetic chip detectors of the Helicopters.

17. Airbus's marketing or advertisement of the Helicopters.

18. Instructions, warnings, alerts, notices, manuals, disclaimers, or warranties provided to purchasers of the Helicopters.

19. Information concerning the 2009 Crash, May 2012 Ditching, October 2012 Ditching, and 2016 Crash, any other crash or ditching of any Helicopter, and/or any serious incident involving or in connection with any Helicopter reported to or investigated by a national accident investigation body.

21. Emergency Safety Bulletins regarding the Helicopters.

24. Complaints by purchasers, owners and/or operators of any Helicopter.

25. Main gear box warranty claims by any purchasers, owners, and/or operators of any Helicopter.

26. Communications, including complaints, questions or comments, by any government agency, military aviation authority, or civil aviation authority regarding any of the Helicopters.

27. Lawsuits or arbitrations filed by any party against Airbus regarding the Helicopters, including but not limited to the action captioned *Wells Fargo Bank Northwest N.A.* v. *Airbus Helicopters Inc.*, DC-16-09090 (Tex. Dist. Ct., Dall. County, filed July 28, 2016), and the action captioned *Era Group Inc.* v. *Airbus Helicopters Inc., et al.*, DC-16-15017 (Tex. Dist. Ct., Dall. County, filed November 21, 2016).

28. Liability insurance policies, grounding insurance policies, and casualty insurance policies that insure or insured any or all of the ECN Capital Equipment or the operation of the ECN Capital Equipment for the period of January 1, 2015, to the present.

29. Purchase and sale agreements, and all related transaction documents, for the original sale of the ECN Capital Equipment from the manufacturer or manufacturers thereof.

30. Warranties, design guarantees, or performance guarantees of the ECN Capital Equipment from the manufacturer or manufacturers of the ECN Capital Equipment or from any third party.

31. Communications with CHC Helicopter S.A. (or any subsidiary, parent, or affiliate of CHC Helicopter S.A.) regarding the Helicopters or any component of the main gear box of the Helicopters.

32. Communications with Heli-One, Inc. (or any subsidiary, parent, or affiliate of Heli-One, Inc.) regarding the design, engineering, assembly, manufacture, service, support, and/or maintenance of the main gear box and/or epicyclic module of the Helicopters.

CERTIFICATE OF SERVICE

I hereby certify that, on January 23, 2017, I caused the foregoing Notice of Deposition to be served via electronic mail and First Class U.S. Mail, postage prepaid, to the following counsel of record for the Defendant:

Jason M. Katz, Esq.
Hiersche, Hayward, Drakeley & Urbach, P.C.
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Addison, TX 75001
jkatz@hhdulaw.com

Joseph J. Ortego, Esq.
Eric C. Strain, Esq.
Robert N. H. Christmas, Esq.
Shainee S. Shah, Esq.
Nixon Peabody LLP
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jortego@nixonpeabody.com
estrain@nixonpeabody.com
rchristmas@nixonpeabody.com
sshah@nixonpeabody.com

George H. Barber

EXHIBIT F

Douglas, Christina

From: Strain, Eric
Sent: Wednesday, February 01, 2017 2:06 PM
To: George Barber; Signoracci, Pietro J; 'mflumenbaum@paulweiss.com'; rkaplan@paulweiss.com
Cc: 'Theresa Garcia'; 'jkatz@hhdulaw.com' (jkatz@hhdulaw.com); Ortego, Joseph J.; Christmas, Robert; Shah, Shainee
Subject: RE: ECN v. Airbus Helicopters (SAS) - Adv. No. 16-03151-bjh [IWOV-iManage.FID1667380]

Counsel,

As you know, we have asked the Court to quash the deposition notices of non-parties Kevin Cabaniss and Jeff Trang, and to order that the depositions of Michel Gouraud and the Rule 30(b)(6) deposition of Airbus Helicopters be limited to the jurisdictional issues before the Court.

With respect to Mr. Gouraud's and the Airbus Helicopters' depositions, we note that Plaintiff has noticed the depositions to take place in New York. Airbus Helicopters objects to the depositions occurring outside of its principal place of business in France, particularly due to the fact that Airbus Helicopters has objected to the Court's personal jurisdiction. *See Gearbox Software, LLC v. Apogee Software, Ltd.*, 3:14-CV-710-L, 2014 WL 3109868, at *1 (N.D. Tex. July 8, 2014); *see also Salter v. Upjohn Co.*, 593 F.2d 649, 651 (5th Cir. 1979). As a compromise, we will ask our client if it will agree to produce the witnesses in Paris rather than at its principal business location near Marseille. This would simplify travel for counsel coming from the United States.

With respect to the Rule 30(b)(6) notice, only two of the topics arguably pertain to the jurisdictional issues: topic 3 ("Airbus's business activities in the United States") and topic 17 ("Airbus' marketing or advertisement of the Helicopters"). We object to the remaining topics as outside the scope of the jurisdictional inquiry.

Lastly, Plaintiff has noticed Mr. Gouraud's and the Rule 30(b)(6) depositions for February 14 and February 21, respectively. We suggest that we work on dates closer together so that the two depositions can be accomplished on one trip to France.

Please let us know if we have your agreement on the above so that we may advise the Court accordingly at the hearing on Monday in Dallas.

Thank you, Eric

Eric C. Strain
Partner
estrain@nixonpeabody.com
T 212-940-3043 | C 415-244-3393 | F 866-741-1485
Nixon Peabody LLP | 437 Madison Avenue | New York, NY 10022-7039
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From: Theresa Garcia [mailto:tgarcia@krcl.com]
Sent: Monday, January 23, 2017 5:24 PM
To: 'jkatz@hhdulaw.com' (jkatz@hhdulaw.com); Ortego, Joseph J.; Strain, Eric; Christmas, Robert; Shah, Shainee
Cc: George Barber; Signoracci, Pietro J; 'mflumenbaum@paulweiss.com'; rkaplan@paulweiss.com
Subject: ECN v. Airbus Helicopters (SAS) - Adv. No. 16-03151-bjh [IWOV-iManage.FID1667380]

Counsel:

Please find attached the following in the referenced adversary proceeding:

1) Notice of Deposition of Michel Gouraud Pursuant to Fed. R. Bankr. P. 7030
2) Notice of Deposition of Kevin Cabaniss Pursuant to Fed. R. Bankr. P. 7030
3) Notice of Deposition of Airbus Helicopters (SAS) Pursuant to Fed. R. Civ. P. 30(b)(6) and Fed. R. Bankr. P. 7030
4) Notice of Deposition of Jeff Trang Pursuant to Fed. R. Bankr. P. 9016 and Fed. R. Civ. P. 45

Thank you.

KRC&L
ATTORNEYS & COUNSELORS
DALLAS • HOUSTON

THERESA R. GARCIA, Paralegal
KANE RUSSELL COLEMAN & LOGAN PC
3700 Thanksgiving Tower • 1601 Elm Street • Dallas, Texas 75201
Telephone (214) 777-0054 • Facsimile (214) 777-4299
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EXHIBIT G

Douglas, Christina

From: Flumenbaum, Martin <mflumenbaum@paulweiss.com>
Sent: Thursday, February 02, 2017 2:11 PM
To: Strain, Eric; George Barber; Signoracci, Pietro J; Kaplan, Roberta A
Cc: 'Theresa Garcia'; 'jkatz@hhdulaw.com' (jkatz@hhdulaw.com); Ortego, Joseph J.; Christmas, Robert; Shah, Shainee
Subject: RE: ECN v. Airbus Helicopters (SAS) - Adv. No. 16-03151-bjh [IWOV-iManage.FID1667380]

Eric,

We strongly disagree that we are not entitled to take the depositions of Messrs. Cabaniss and Trang at this time. As we explained to the Court in our opposition to Airbus's motion to stay, both Mr. Cabaniss and Mr. Trang have information relevant to jurisdictional issues and merits issues. Their depositions should go forward even if the Court limits discovery to jurisdictional issues pending resolution of Airbus's motion to dismiss.

With regard to your request to change the location of the depositions noticed in New York to Paris, Airbus's Initial Disclosures included a New York contact address for Mr. Gouraud. Further, Mr. Gouraud has participated in this adversary proceeding in Texas by filing a declaration there, and in related litigation in Texas by filing a declaration in *Era Group Inc.* v. *Airbus Helicopters Inc.*, et al., DC-16-15017 (Tex. Dist. Ct.). If Mr. Gouraud would prefer to be deposed in Texas, where he already has submitted evidence to the Court, we are happy to schedule his deposition in the same week as the depositions of Messrs. Cabaniss and Trang.

The relevant factors for determining the location of Airbus's 30(b)(6) deposition weigh in favor of holding the deposition in New York, given the location of counsel for both parties; the size of Airbus; the regularity of travel by Airbus's executives, including to New York; and the fact that Airbus has availed itself of the jurisdiction of the United States bankruptcy court by filing its proofs of claim there, participating as a member of the Creditors' Committee, and participating in discovery disputes there. *See, e.g.*, *Paleteria La Michoacana, Inc.* v. *Productos Lacteos Tocumbo S.A. de C.V.*, 292 F.R.D. 19 (D.D.C. 2013) (requiring defendant corporation headquartered in Mexico City to produce 30(b)(6) deponent in United States); *New Medium Techs. LLC* v. *Barco N.V.*, 242 F.R.D. 460, 467 (N.D. Ill. 2007) (requiring defendant corporation headquartered in Japan to produce 30(b)(6) deponent in United States). Again, if Airbus would prefer to have its 30(b)(6) witness deposed in Texas, rather than New York, we would be amenable to scheduling the Airbus 30(b)(6) deposition in Texas in the same week as the depositions of Messrs. Cabaniss and Trang.

Finally, we disagree that the 30(b)(6) deposition should be limited to jurisdictional issues. But even if the deposition is so limited, we note that many 30(b)(6) topics listed in our deposition notice concern information relevant to jurisdictional issues, including:

- No. 3 ("Airbus's business activities in the United States."),
- No. 4 ("Airbus's corporate structure."),
- No. 6 ("Sales of Helicopters and sales of parts and/or manuals for Helicopters, by Airbus to the Debtors."),
- No. 12. ("Repair, replacement, or overhaul of any component of the main gear box of any Helicopter."),
- No. 13 ("Civil or military certification by any government agency or aviation authority of the Helicopters."),
- No. 17 ("Airbus's marketing or advertisement of the Helicopters."),
- No. 21 ("Emergency Safety Bulletins regarding the Helicopters."),
- No. 24 ("Complaints by purchasers, owners and/or operators of any Helicopter."),
- No. 26 ("Communications, including complaints, questions or comments, by any government agency, military aviation authority, or civil aviation authority regarding any of the Helicopters."),

- No. 27 ("Lawsuits or arbitrations filed by any party against Airbus regarding the Helicopters, including but not limited to the action captioned Wells Fargo Bank Northwest N.A. v. Airbus Helicopters Inc., DC-16-09090 (Tex. Dist. Ct., Dall. County, filed July 28, 2016), and the action captioned Era Group Inc. v. Airbus Helicopters Inc., et al., DC-16-15017 (Tex. Dist. Ct., Dall. County, filed November 21, 2016).").
- No. 29. ("Purchase and sale agreements, and all related transaction documents, for the original sale of the ECN Capital Equipment from the manufacturer or manufacturers thereof."),
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- No. 31 ("Communications with CHC Helicopter S.A. (or any subsidiary, parent, or affiliate of CHC Helicopter S.A.) regarding the Helicopters or any component of the main gear box of the Helicopters."), and
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Please let me know if you wish to discuss any of these issues before our court conference in Dallas on Monday.

Marty

Martin Flumenbaum | Partner (Bio)
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas | New York, NY 10019-6064
(212) 373-3191 (Direct Phone) | (212) 492-0191 (Direct Fax)
mflumenbaum@paulweiss.com | www.paulweiss.com

From: Strain, Eric [mailto:estrain@nixonpeabody.com]
Sent: Wednesday, February 01, 2017 2:06 PM
To: George Barber <gbarber@krcl.com>; Signoracci, Pietro J <psignoracci@paulweiss.com>; Flumenbaum, Martin <mflumenbaum@paulweiss.com>; Kaplan, Roberta A <rkaplan@paulweiss.com>
Cc: 'Theresa Garcia' <tgarcia@krcl.com>; 'jkatz@hhdulaw.com' (jkatz@hhdulaw.com) <jkatz@hhdulaw.com>; Ortego, Joseph J. <JOrtego@nixonpeabody.com>; Christmas, Robert <RChristmas@nixonpeabody.com>; Shah, Shainee <sshah@nixonpeabody.com>
Subject: RE: ECN v. Airbus Helicopters (SAS) - Adv. No. 16-03151-bjh [IWOV-iManage.FID1667380]

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Thank you, Eric

Eric C. Strain
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4) Notice of Deposition of Jeff Trang Pursuant to Fed. R. Bankr. P. 9016 and Fed. R. Civ. P. 45

Thank you.

KRC&L ATTORNEYS & COUNSELORS DALLAS • HOUSTON

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