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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)

DEFENDANT AIRBUS HELICOPTERS, S.A.S.'S SUPPLEMENTAL (CORRECTIVE) REPLY BRIEF IN SUPPORT OF MOTION TO DISMISS FOR LACK OF SUBJECT MATTER AND PERSONAL JURISDICTION, AND *FORUM NON CONVENIENS*

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

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COMES NOW, Defendant Airbus Helicopters, S.A.S. ("AH"), and files this, its Supplemental (Corrective) Reply Brief in Support of Motion to Dismiss for Lack of Subject Matter and Personal Jurisdiction, and on the Grounds of *Forum Non Conveniens* and, in support thereof, would respectfully show the Court as follows:

In footnote 6 of Defendant Airbus Helicopters, S.A.S.'s Reply Brief in Support of Motion to Dismiss for Lack of Subject Matter and Personal Jurisdiction, and *Forum Non Conveniens* [Doc. No. 81], AH addresses *Secs. Inv. Prot. Corp. v. Bernard L. Madoff Inv.*, 460 B.R. 106 (S.D.N.Y. 2011), which had been cited by ECN in opposition to AH's Motion to Dismiss. AH noted in its reply brief that case specific jurisdiction in that case was found not based on consent, but on a minimum contacts specific jurisdiction analysis in which the Court found that the fact that the defendant had entered into a contract containing a forum selection clause was significant to the analysis. In fact, the clause was a New York choice of law provision, not a forum selection provision. *Id.* at 117-18. This does not affect the fact that the Court found that the trustee's claim to block the preferential transfer was related to the contract because the funds at issue were subject to the contract, thus giving the defendant reason to expect claims related to the funds to be adjudicated in New York. Participation in the bankruptcy was a secondary consideration in finding jurisdiction.

Dated: February 27, 2017.

Respectfully submitted,

HIERSCHE, HAYWARD, DRAKELEY
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on February 25, 2017, a true and correct copy of the Defendant Airbus Helicopters, S.A.S.'s Reply Brief in Support of Motion to Dismiss for Lack of Subject Matter and Personal Jurisdiction, and *Forum Non Conveniens* was filed with the court via CM/ECF and served on all parties requesting electronic notification.

I, the undersigned, hereby certify that on February 27, 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