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**PROPOSED ATTORNEYS FOR DEBTORS**

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

**In re** § **Chapter 11**  
§  
**ERICKSON INCORPORATED, et al.,<sup>1</sup>** § **Case No. 16- 34393-hdh**  
§  
§ **(Joint Administration Requested)**  
§  
**Debtors.**

**DEBTORS’ EMERGENCY MOTION FOR AN ORDER PURSUANT TO  
11 U.S.C. §§ 105(A) AND 363(C) AUTHORIZING THE DEBTORS TO (I)  
CONTINUE THEIR INSURANCE POLICIES AND BOND  
OBLIGATIONS AND (II) PAY INSURANCE PREMIUMS, BOND  
PAYMENTS AND FINANCING PAYMENTS THEREON**

Erickson Incorporated and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), file this *Debtors’ Emergency Motion for an Order Under 11 U.S.C. §§ 105(a) and 363(c) Authorizing the Debtors to (I)*

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<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Erickson Incorporated (7561); EAC Acquisition Corporation (3733); Erickson Helicopters, Inc. (5052); Erickson Transport, Inc. (9162); Evergreen Helicopters International, Inc. (1311); Evergreen Equity, Inc. (9209); and Evergreen Unmanned Systems, Inc. (3961). The location of the Debtors’ service address is 5550 SW Macadam Avenue, Suite 200, Portland, OR 97239.



*Continue Their Insurance Policies and Bond Obligations and (II) Pay Insurance Premiums, Bond Payments and Financing Payments Thereon* (this “**Motion**”) and respectfully represent:

**Jurisdiction and Venue**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**Background**

2. The Debtors, together with their non-debtor affiliates (collectively, “**Erickson**”), are a vertically-integrated manufacturer and operator of the powerful heavy-lift Erickson S-64 Aircrane helicopter (the “**Aircrane**”), and are a leading global provider of aviation services. Erickson currently possesses a diverse fleet of 69 rotary-wing and fixed-wing aircraft that support a variety of government and civil customers worldwide. These customers rely on Erickson for a broad range of aerial services, including critical supply and logistics for deployed military forces, humanitarian relief, firefighting, timber harvesting, infrastructure construction, and crewing.

3. Included among Erickson’s fleet are 20 Aircranes, for which Erickson owns the Type and Production Certificates. Erickson manufactures the Aircranes and related components for sale to government and commercial customers. Erickson also provides aftermarket support and maintenance, repair, and overhaul services for the Aircranes and other aircraft.

4. To facilitate a further restructuring of the Debtors’ businesses, on the date hereof (the “**Petition Date**”), each of the Debtors commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to

sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases, and no committees have been appointed or designated.

5. Additional information about Erickson's businesses, capital structure, and the circumstances leading to the commencement of these Chapter 11 Cases can be found in the *Declaration of David Lancelot in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "**Lancelot Declaration**"), filed concurrently herewith.

### **Insurance Policies**

6. In connection with the operation of their businesses, the Debtors maintain various insurance policies (each an "**Insurance Policy**," and collectively the "**Insurance Policies**") from third-party insurance providers (collectively, the "**Insurance Providers**") as set forth on **Exhibit A**.<sup>2</sup>

7. The Debtors obtained and maintain certain Insurance Policies through their broker Willis Towers Watson (collectively, with certain affiliates, "**Broker**"), including the Auto Policy, the Domestic Workers Comp, the Foreign Workers Comp, the Aviation Program, the Hull War Insurance, the Marine Program and the Political Risk Policy (as each is defined).

- The Debtors have automobile insurance, covering physical damage as well as liability, through Illinois National Insurance Co. (the "**Auto Policy**"). The Auto Policy coverage is for the period of April 1, 2016 through April 1, 2017. The aggregate premium for the Auto Policy is \$124,382, including a required down payment of \$31,097, and nine (9) monthly installments of \$10,365.<sup>3</sup> The Debtors previously remitted the down payment and all monthly installments through June 2016.
- The Debtors maintain domestic workers compensation and employer liability insurance through Pacific Indemnity Company (the "**Domestic Workers Comp**"). The Domestic Workers Comp coverage is for the period of April 1, 2016 through April 1, 2017. The

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<sup>2</sup> Certain other policies exist that relate to Acts of Terrorism, and can be discussed in camera, if necessary.

<sup>3</sup> Each payment under the Auto Policy requires a \$5 installment fee.

aggregate premium for the Domestic Workers Comp is \$607,932, including a required down payment of \$174,507 and three (3) quarterly installments due in July and October 2016 and January 2017 in the amount of \$144,475. The Debtors previously remitted the down payment and the July 2016 installment.

- The Debtors have foreign workers compensation and employer liability insurance through Vigilant (the “**Foreign Workers Comp**”). The Foreign Workers Comp coverage is for the period of April 1, 2016 through April 1, 2017. The premium for the Foreign Workers Comp is \$519,625, including a required down payment of \$129,907, and three (3) quarterly installments due in July and October 2016 and January 2017 in the amount of \$129,907. The Debtors previously remitted the down payment and the July installment.
- The Debtors maintain aviation-related insurance, including general liability and products liability from multiple insurers, including National Union Fire Insurance Company of Pittsburgh, PA, and Starr Indemnity & Liability Co. (the “**Aviation Program**”). The Aviation Program coverage is for the period of June 30, 2016 through June 30, 2017. The aggregate premium for the Aviation Program is \$3,100,012.16, with four (4) quarterly installments due in July and October 2016, and January and April 2017 in the amount of \$766,390.79. Additionally, the June 2016 payment included taxes and charges of \$34,449, for a total of \$800,839. The Debtors previously remitted the down payment and all installments through and including October 2016.
- The Debtors maintain hull war insurance through Lloyd’s of London (the “**Hull War Insurance**”). The Hull War Insurance coverage is for the period of June 30, 2016 through June 30, 2017. The aggregate premium for the Hull War Insurance is \$399,470.31, with four (4) quarterly installments due in August and October 2016, and January and April 2017, in the amount of \$97,618.60. Additionally, the August 2016 payment included taxes and charges of \$8,995.91, for a total of \$106,614.51. The Debtors previously remitted the payment for the August installment.
- The Debtors have marine-related insurance, including marine transit and storage insurance (“**Marine Transit**”) and marine excess storage insurance (“**Marine Excess**,” together with Marine Transit, the “**Marine Program**”) from Lloyd’s of London. The Marine Program coverage is for the period of June 30, 2016 through June 30, 2017. The premium for the Marine Transit coverage is \$163,000, with four quarterly installments due in July and October 2016, and January and April 2017 in the amount of \$40,750. The Debtors previously remitted all installments through and including October 2016. The premium for the Marine Excess coverage is \$106,372, paid semiannually, in the amount of \$53,186. The Debtors previously remitted the most recent semiannual payment of \$53,186 in August 2016.
- The Debtors have political risk insurance which covers inventory, stock and supplies with Lloyd’s of London (the “**Political Risk**”). The Political Risk coverage is for the period of June 30, 2016 through June 30, 2017. The aggregate premium for the Political Risk coverage is approximately \$30,000, with four (4) quarterly installments due in October 2016, and January, April and July 2017 in the amount of approximately \$7,500. The

Debtors have not yet been invoiced for the quarterly installment due in October 2016 but previously remitted all installments.

8. The Debtors have pollution liability insurance with Steadfast Insurance Company (the “**Pollution Liability**”), which relate to certain environmental liabilities for specific locations related to operations of Erickson Helicopters Inc.’s predecessor. The Pollution Liability coverage is for the period of May 2, 2013 through May 2, 2023. The premiums for this policy were prefunded, and therefore, there are no amounts due under this policy.

9. Further, the Broker requires a service fee with the aviation placement and overall accounting services (the “**Service Agreement**”). The annual fee associated with the Service Agreement is \$372,598, paid in quarterly installments due in July and October of 2016 and January and April of 2017, in the amount of \$93,149.40. The Debtors previously remitted the down payment and are current on the installment payments.

10. The Debtors are also required to participate in an aviation program for their operations in Canada (the “**Canadian Aviation Insurance Program**”). The Canadian Aviation Insurance Program includes aircraft hull and liability insurance and general liability insurance and coverage is for the period June 30, 2016 through June 30, 2017. The Canadian Aviation Insurance Program is issued through AIG Insurance Company of Canada. The aggregate premium for the Canadian Aviation Program is \$248,630, with four (4) quarterly installments due July 27, 2016, September 30, 2016, December 30, 2016 and March 30, 2017 in the amount of \$62,157.50. The Debtors previously remitted the down payment and all installments through and including September 2016.

11. On April 11, 2016, the Debtors entered into a Premium Finance Agreement (the “**Flatiron Agreement**,”) with Flatiron Capital (“**Flatiron**”) to finance premiums on several of the Debtors’ Insurance Policies. The Flatiron Agreements provides that the finance company

has, among other things, a security interest in unearned premiums. The Debtors financed a total of \$488,756.23 with Flatiron under the Flatiron Agreement and are obligated to pay to Flatiron \$49,703.78 a month (the “**Insurance Loan Payment**”) through February 2017. The Flatiron Agreement also grants the applicable finance company an irrevocable power of attorney to cancel the insurance policies financed thereunder in the event that the Debtors default in making the Insurance Loan Payment under the Flatiron Agreement.

- The Debtors maintain workers compensation and employer liability insurance policy under the Defense Base Act through Allied World Assurance Company (the “**DBA Comp**”). The DBA Comp coverage is for the period of April 1, 2016 through April 1, 2017.
- The Debtors have certain property and package insurance through multiple providers including Chubb Custom Insurance Company and Federal Insurance Company (the “**Property Insurance**”). The Property Insurance coverage is for the period of April 1, 2016 through April 1, 2017.
- The Debtors have a number of policies related to certain executive and business risk, including, D&O insurance, fiduciary insurance and employment practices liability insurance, from several providers including Argonaut Midwest Insurance Company and Starr Indemnity and Liability Company (the “**Executive Risk Program**”). The Executive Risk Program coverage is for the period of April 11, 2016 through April 11, 2017.

#### **Bond Obligations**

12. In the ordinary course of their businesses, the Debtors are required by certain U.S. and foreign laws to provide to certain third parties surety bonds (collectively, the “**Bonds**”) to secure the Debtors’ payment or performance of certain obligations (the “**Bond Obligations**”). The Debtors currently have three (3) Bonds, and premiums for the Bonds are due at various times throughout the year and expire at various times as reflected in the schedule attached hereto as **Exhibit B**. The Bonds are issued by Travelers Casualty and Surety Company and Surety Company of Canada in varying amounts. The Debtors believe they are current with respect to all of the premiums due under the Bonds and no further premiums will come due until mid- 2017.

**Relief Requested**

13. By this Motion, the Debtors respectfully request, pursuant to sections 105(a) and 363(c) of the Bankruptcy Code and subject to the terms, conditions, limitations, and requirements of the financing orders entered in the Chapter 11 Cases (together with any approved budgets in connection therewith, the “**DIP Orders**”) in favor of (i) Wells Fargo Bank, N.A., as agent (the “**DIP Revolving Agent**”) under the proposed first lien super-priority revolving credit facility (the “**DIP Revolving Facility**”), and (ii) Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent as the administrative agent (the “**DIP Term Agent**”) under the proposed second lien super-priority term loan facility. The entry of an order authorizing the Debtors (i) to continue to administer the Insurance Programs and renew or obtain new Bonds in the ordinary course of business, (ii) to pay outstanding prepetition Insurance Loan Payments and prepetition amounts due under the Insurance Policies and Bonds, and (iii) to continue to pay premiums for the Bonds and Insurance Loan Payments in the ordinary course of business to the extent they may become due and payable on a post-petition basis according to the terms of the Insurance Policies, related insurance premium financing agreements and Bonds.

**Basis for Relief Requested**

14. Section 105(a) of the Bankruptcy Code provides that the Court may “issue any order, process, or judgment that is necessary or appropriate” to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a).

15. Section 363(c) of the Bankruptcy Code provides that:

If the business of the debtor is authorized to be operated under section...1108... of this title [title 11] and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary

course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c).

16. It is essential to the Debtors' continued operation and reorganization efforts that the Debtors maintain the Insurance Policies and Bonds on an ongoing and uninterrupted basis. The Insurance Policies provide a comprehensive range of coverage for the Debtors and their assets. Allowing the Insurance Policies to lapse would expose the Debtors to substantial liability for any damages resulting to persons or property of the Debtors and others, and the Debtors would have to bear the costs and expenses of defense litigation. Moreover, the United States Trustee for the Northern District of Texas will require maintenance of the Insurance Policies on a post-petition basis.

17. Additionally, the Bonds are required for the Debtors to continue their operations. Failure to provide, maintain and timely replace these surety bonds could jeopardize the Debtors' ability to comply with customer contracts and generally conduct their operations. If any of the Bonds are cancelled, the Debtors' operations could be severely affected, endangering the Debtors' ability to maximize the value of their estates.

18. Further, the Debtors must be able to make prepetition and postpetition Insurance Loan Payments and Bond premiums in order to avoid termination of the Insurance Policies and cancellation of the Bonds. The majority of courts to consider premium financing agreements with terms substantially similar to the Flatiron Agreement have determined that the applicable financing company has a valid and enforceable security interest in unearned premiums and is entitled to relief from the automatic stay to exercise its power of attorney and terminate applicable insurance policies if financing payments are not made. *See, e.g., AICCO, Inc. v. Lisowski (In re Silver State Helicopters, LLC)*, 403 B.R. 849, 863-64 (Bankr. D. Nev. 2009); *In*



*re JII Liquidating, Inc.*, 344 B.R. 875, 888-90 (Bankr. N.D. Ill. 2006); *In re QA3 Fin. Corp.*, No. BK11-80297-TJM, 2011 WL 1297840 at \*3 (Bankr. D. Neb. Apr. 5, 2011) (holding that a financing company was entitled to relief from the automatic stay because it had a security interest in unearned premiums, had an irrevocable power of attorney, and was offered no adequate protection from the debtor).

19. The amounts the Debtors propose to pay for prepetition periods for premiums under the Insurance Policies, the Insurance Loan Payments and for the Bonds are small when compared with the need to further the rehabilitation effort and the potential exposure of the Debtors to significant claims absent insurance coverage. For all the reasons stated in this Motion, the maintenance of the Insurance Policies, the payment of all premiums due thereunder, all Insurance Loan Payments, and the ability to continue and renew the Bonds serve the best interests of the Debtors' estates and creditors, and will be required by the United States Trustee's guidelines and federal and state law as a condition of operations. Consequently, the Court should approve the relief requested in this Motion.

20. To the extent the Insurance Policies are executory contracts within the meaning of 11 U.S.C. § 365, the Debtors do not at this time seek authority to assume the contracts. The Debtors request only authorization to continue the Insurance Policies and make such payments as are necessary to keep the Insurance Policies in force.

21. Many Texas bankruptcy courts have granted similar relief in other large chapter 11 cases. *See, e.g., In re TPP Acquisitions, Inc. d/b/a The Picture People*, Case No. 16-33437 (HDH) (Bankr. N.D. Tex. Sept. 8, 2016); *In re CHC Group Ltd, et al*, Case No. 16-31854 (BJH) (Bankr. N.D. Tex. June 8, 2016); *In re Spectrum Jungle Labs Corporation*, Case No. 09-50455 (RBK) (Bankr. W.D. Tex. Feb. 5, 2009); *In re Renaissance Hosp. Grand Prairie, Inc.*,

Case No. 08-43775 (DML) (Bankr. N.D. Tex. Sept. 4, 2008); *In re Superior Offshore Int'l, Inc.*, Case No. 08-32590 (WWS) (Bankr. S.D. Tex. June 16, 2008); *In re Home Interiors & Gifts, Inc.*, Case No. 08-31961 (BJH) (Bankr. N.D. Tex. June 6, 2008); *In re Bombay Co.*, Case No. 07-44084 (DML) (Bankr. N.D. Tex. Sept. 20, 2007).

### **Request for Waiver of Stay**

22. To the extent that the relief sought in this Motion constitutes a use of property under Bankruptcy Code Section 363(b), the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their business and preserve the value of the estates.

### **Notice**

23. No trustee, examiner or creditors' committee has been appointed in these Chapter 11 Cases. Notice of this Motion will be provided to: (i) the Office of the United States Trustee; (ii) the holders of the 20 largest unsecured claims against Erickson Incorporated and Erickson Helicopters, Inc.;<sup>4</sup> (iii) Randall Klein, Goldberg Kohn, Ltd., 55 East Monroe Street, Suite 3300, Chicago, Illinois 60603-5792, lead counsel for Wells Fargo Bank, N.A., as DIP Revolving Agent and Existing First Lien Agent; (iv) David Weitman, K&L Gates LLP, 1717 Main Street, Suite 2800, Dallas, Texas 75201, local counsel for Wells Fargo Bank, N.A., as DIP Revolving Agent and Existing First Lien Agent; (v) Scott L. Alberino, Akin Gump Strauss Hauer & Feld LLP, 1333 New Hampshire Avenue, N.W., Washington, DC 20036-1564, counsel for an ad hoc group of holders of 8.25% Second Priority Senior Secured Promissory Notes due 2020; (vi) Edward M. Fox, Esq., Seyfarth Shaw LLP, 620 8th Avenue, New York, NY 10018, counsel to Wilmington

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<sup>4</sup> Erickson Incorporated and Erickson Helicopters, Inc. are the only Debtors with holders of unsecured claims.

Trust, National Association, as indenture trustee and notes collateral agent for the 8.25% Second Priority Senior Secured Promissory Notes due 2020; and (vii) the Securities and Exchange Commission; (vii) the Internal Revenue Service and (viii) the affected parties. Due to the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

WHEREFORE, the Debtors respectfully request that the Court (i) grant this Motion, (ii) authorize the Debtors to pay outstanding prepetition amounts due under the Insurance Policies, including, without limitation, any prepetition premium amounts outstanding, the Insurance Loan Payments, and the premiums due for the Bonds, (iii) authorize the Debtors to pay premiums under the Insurance Policies and the Bonds in the ordinary course of business post-petition, and (iv) grant such other and further relief as is just and proper.

RESPECTFULLY SUBMITTED this 9th day of November, 2016.

**HAYNES AND BOONE, LLP**

By: /s/ Kenric D. Kattner  
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Kourtney Lyda  
State Bar No. 24013330  
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**PROPOSED ATTORNEYS FOR DEBTORS**

**CERTIFICATE OF CONFERENCE**

I hereby certify that on or before November 8, 2016, the undersigned counsel for the Debtors conferred with and received comments to this Motion from (i) Randall Klein, Goldberg Kohn, Ltd., lead counsel for Wells Fargo Bank, N.A., as DIP Revolving Agent and Existing First Lien Agent, (ii) Scott L. Alberino and Brad M. Kahn, Akin Gump Strauss Hauer & Feld LLP, counsel for an ad hoc group of holders of 8.25% Second Priority Senior Secured Promissory Notes due 2020, and (iii) Edward M. Fox, Esq., Seyfarth Shaw LLP, counsel to Wilmington Trust, National Association, as indenture trustee and notes collateral agent for the 8.25% Second Priority Senior Secured Promissory Notes due 2020.

I hereby also certify that on November 8, 2016, the undersigned counsel for the Debtors conferred regarding this Motion with the Office of the United States Trustee for the Northern District of Texas, which has not indicated whether it consents or objects to this Motion.

*/s/ Ian T. Peck*

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Ian T. Peck

**EXHIBIT A**

**Insurance Policies**

Exhibit A

Carrier	Policy #	Description	Start Date	End Date
Underwriters at Lloyd's & Various Insurance Companies	15831A16	Aircraft Hull War - Aviation Hull - War Peril	6/30/2016	6/30/2017
Underwriters at Lloyd's & Various Insurance Companies	15831A16	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
National Union Fire Insurance Company of Pittsburgh, PA through AIG Aerospace Insurance Services	FV 001858374-10	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
National Union Fire Insurance Company of Pittsburgh, PA through AIG Aerospace Insurance Services	FG 001858375-10	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
QBE Insurance Corp. through QBE North America	QAVC000289	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Starr Indemnity & Liability Co. through Starr Aviation Agency, Inc.	SASICOM60001016-06	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
XL Specialty Insurance Co. through XL Catlin	UA00002554AV16A	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Great American Insurance Company	QS3310920-01	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Endurance American Insurance Company through W. Brown	NQC6002178	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
AIG Insurance Company of Canada*	FV019700104-04	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
XL Specialty Insurance Company and Catlin Canada Inc.*	FV019700104-04	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Starr Technical Risks Canada Inc.*	FV019700104-04	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Great American Insurance Group*	FV019700104-04	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Underwriters at Lloyd's & Various Insurance Companies*	FV019700104-04	Aviation Hull and General Liability (including Aircraft, Aviation and Products)	6/30/2016	6/30/2017
Lexington Insurance Company	41LX0240572822	Commercial Property - Business Personal Property - Unscheduled Locations	4/1/2016	4/1/2017
Chubb Custom Insurance Company	37310893	Contractor's Pollution Liability - Environmental Liability - Field Operations	4/1/2014	4/1/2017
Chubb Custom Insurance Company	37310894	Environmental Site Liability - Site Specific	4/1/2014	4/1/2017
Steadfast Insurance Company	EPC 5899174-00	Pollution Liability - Environmental Liability - Site Specific	5/2/2013	5/2/2023
Federal Insurance Company	36011904	Commercial Property - Owned Real and Business Personal Property (excluding aircraft and autos)	4/1/2016	4/1/2017
Underwriters at Lloyd's & Various Insurance Companies	B080111164M16	Marine - Transit and Storage - Raw Materials, WIP, Inventory, Stock and Supplies - At a location and in transit	6/30/2016	6/30/2017
Underwriters at Lloyd's & Various Insurance Companies	B080111060M16	Marine - Excess Storage - Raw Materials, WIP, Inventory, Stock and Supplies - At scheduled locations	6/30/2016	6/30/2017
Underwriters at Lloyd's & Various Insurance Companies	18332A16	Political Violence - War - Inventory, Stock and Supplies	6/30/2016	6/30/2017
Illinois National Insurance Co.	06-CA-019048339-3	US Auto - Physical Damage and Liability	4/1/2016	4/1/2017
Allied World Assurance Company	03094927	Workers Comp - DOD	4/1/2016	4/1/2017
Pacific Indemnity Company	9915-2137	Workers Comp - Domestic	4/1/2016	4/1/2017
Vigilant Insurance Company	9915-2138 WSA	Workers Comp - International	4/1/2016	4/1/2017
Argonaut Midwest Insurance Company	ML 7601910-00	D&O - Primary	4/11/2016	4/11/2017
Endurance American Insurance Company	DOX10006769901	D&O - Excess	4/11/2016	4/11/2017
Starr Indemnity & Liability Co.	1000055329161	D&O - Excess	4/11/2016	4/11/2017
Illinois National Insurance Co.	01-309-58-49	D&O - Side-A DIC	4/11/2016	4/11/2017
Argonaut Midwest Insurance Company	ML 7601911-00	EPL	4/11/2016	4/11/2017
Argonaut Midwest Insurance Company	ML 7601912-00	Fiduciary	4/11/2016	4/11/2017
Argonaut Midwest Insurance Company	ML 7601913-00	Crime	4/11/2016	4/11/2017

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**EXHIBIT B**

**Bonds**



<b>Principal</b>	<b>No.</b>	<b>Amount</b>	<b>Bond From</b>	<b>Beneficiary</b>
Erickson Incorporated	030207010	\$50,000.00	Travelers Casualty and Surety Company	U.S. Customs
Erickson Helicopters, Inc.	130403002	\$50,000.00	Travelers Casualty and Surety Company	U.S. Customs
Erickson Air-Crane, Inc.	105021418	\$201,200.00	Travelers Casualty and Surety Company of Canada	Canada Revenue Agency

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

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>ERICKSON INCORPORATED, et al.,<sup>1</sup></b>	§	<b>Case No. 16-34393-hdh</b>
	§	
<b>Debtors.</b>	§	<b>(Joint Administration Requested)</b>

**ORDER PURSUANT TO 11 U.S.C. §§ 105(A) AND 363(C) AUTHORIZING  
THE DEBTORS TO (I) CONTINUE THEIR INSURANCE POLICIES AND  
BONDING OBLIGATIONS AND (II) PAY INSURANCE PREMIUMS,  
BOND PAYMENTS AND FINANCING PAYMENTS THEREON**

Upon the motion (the “**Motion**”) for entry of this order (the “**Order**”), pursuant to sections 363(c) and 105(a) of title 11, United States Code (the “**Bankruptcy Code**”), to (I) Continue Their Insurance Policies and Bond Obligations and (II) Pay Insurance Premiums, Bond

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<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Erickson Incorporated (7561); EAC Acquisition Corporation (3733); Erickson Helicopters, Inc. (5052); Erickson Transport, Inc. (9162); Evergreen Helicopters International, Inc. (1311); Evergreen Equity, Inc. (9209); and Evergreen Unmanned Systems, Inc. (3961). The location of the Debtors’ service address is 5550 SW Macadam Avenue, Suite 200, Portland, OR 97239.

Payments and Financing Payments Thereon (the “**Motion**”), filed by the above-captioned debtors (the “**Debtors**”),<sup>2</sup> the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested as fully described in the Motion and as set forth in this Order is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized to maintain all of their existing Insurance Policies and Bond Obligations.
3. The Debtors may pay outstanding prepetition amounts due under the Insurance Policies, the Insurance Loan Payment, and the premiums due for the Bonds.
4. The Debtors may, in their reasonable business judgment, pay premiums under the Insurance Policies and continue, renew or obtain new Bonds in the ordinary course of business to the extent they may become due and payable, subject to the terms and conditions of the debtor in possession financing agreement and applicable orders authorizing the Debtors to enter into the same.
5. The Debtors’ banks and other financial institutions (collectively, the “**Banks**”) shall be and hereby are authorized and directed to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the prepetition insurance obligations,

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<sup>2</sup> All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

including the Insurance Loan Payments, or premiums related to the Bonds that had not been honored and paid as of the Petition Date, provided that sufficient and cleared funds are on deposit in the applicable accounts to cover such payments. In doing so, the Banks are authorized to rely on the representations of the Debtors as to which checks and fund transfers are issued or authorized to be paid pursuant to this Order. If any of the Banks honors a prepetition check or other item drawn on any account that is the subject of this Order: (a) at the direction of the Debtors to honor such prepetition check or item, (b) in good faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake, such Banks shall not be deemed to be liable to the Debtors or their estates or otherwise in violation of this Order.

6. Notwithstanding anything to the contrary in this Order, payments authorized by, and any authorizations contained in, this Order are subject to the terms, conditions, requirements, and limitations set forth in the DIP Orders in favor of the DIP Revolving Agent and the DIP Term Agent.

7. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise to pay any claim; (d) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (e) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order.

8. To the extent necessary, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

9. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

###END OF ORDER###

Submitted by:

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**PROPOSED ATTORNEYS FOR DEBTORS**