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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.,¹ § **Case No. 16-34393-hdh**
§
Debtors. § **(Joint Administration Requested)**

**DEBTORS’ FIRST OMNIBUS MOTION UNDER BANKRUPTCY CODE SECTION 365
FOR AUTHORITY TO REJECT CERTAIN AIRCRAFT LEASES
NUNC PRO TUNC TO THE PETITION DATE**

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’ First Omnibus Motion under Bankruptcy Code Section 365 for Authority to Reject Certain Aircraft Leases Nunc Pro Tunc to the Petition Date* (this “**Motion**”), and respectfully represent:

¹ 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.



Jurisdiction and Venue

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. § 1408.

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 the 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.

Relief Requested

6. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Order**"), (a) authorizing the Debtors to reject, effective as of the Petition Date, the Aircraft Leases specified on **Exhibit B** attached hereto and (b) to the extent necessary, deeming the rejection consistent with section 1110(c)(1) of the Bankruptcy Code.

Basis for Relief Requested

I. The Debtors' Excess Aircraft Leases

7. The Debtors both lease certain of the aircraft and engines used to conduct their business. As of the Petition Date, the Debtors are parties to twenty-seven (27) aircraft leases.

8. Before the Petition Date, the Debtors, with the assistance of their advisors, began the process of reviewing and analyzing all of their contractual obligations so as to identify those aircraft leases that are burdensome to their estates and should be rejected pursuant to section 365 of the Bankruptcy Code, resulting in significant cost savings to the Debtors' estates. To date, the Debtors have identified three aircraft, with engines (collectively, the "**Excess Aircraft**"), as set forth on **Exhibit B** attached hereto, that are no longer necessary to operate the Debtors' businesses in accordance with their business plan.

9. Due to changes in the type of aircraft needed to support the Debtors' business, changes in customer demand, and the higher than market cost to continue operating certain aircraft, the Excess Aircraft are no longer needed for the Debtors' operations. If the leases for the Excess Aircraft are not rejected, they will burden the Debtors' estates with unnecessary costs. The Debtors have estimated that the rejection of the leases listed on **Exhibit B** (the "**Aircraft Leases**") will result in savings of approximately \$1,500,000.

10. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)).

I. Rejection of the Aircraft Leases Reflects the Debtors' Sound Business Judgment

11. Bankruptcy courts use the business judgment standard to determine whether to approve a lease or contract rejection. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (quoting *Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pac. R.R. Co.*, 318 U.S. 523, 550 (1943)) ("It is well established that 'the question whether a lease should be rejected . . . is one of business judgment.'"). Courts defer to a debtor's business judgment in rejecting an unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to

approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the “business judgment” test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”); *In re Pilgrim’s Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) (holding that, absent public policy necessitating a more stringent standard, business judgment standard applies to a rejection decision under § 365(a)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1307 (5th Cir. 1985) (applying business judgment standard to the determination of whether a rejection decision was proper under § 365).

12. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.”) (quoting *G Survivor*, 171 B.R. at 757); *Sharon Steel Corp. v. National Fuel Gas Distribution*, 872 F.2d 36, 39 (3d Cir. 1989). Further, under the business judgment standard, “[a] debtor’s decision to reject an executory contract must be summary affirmed unless it is the product of ‘bad faith, or whim or caprice’” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

13. In the sound exercise of its business judgment, the Debtors have determined that rejecting the Aircraft Leases is in the best interest of its estates and creditors. After reviewing the terms of the Aircraft Leases, the Debtors have determined they are of no utility and value to

them. Furthermore, pursuant to the Debtors' business plan, the Debtors must rationalize their fleet. In doing so, the Debtors have determined that the Aircraft Leases are no longer profitable and will not be necessary for the Debtors' business operations going forward.

14. The Aircraft Leases that the Debtors propose to reject are burdensome leases that the Bankruptcy Code allows debtors to reject. Accordingly, in an effort to reduce post-petition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors respectfully submit that the rejection of the affected Aircraft Leases *nunc pro tunc* to the Petition Date is clearly in the best interests of their estates.

II. *Nunc Pro Tunc* Relief is Appropriate Under the Circumstances

15. While section 365 of the Bankruptcy Code does not specifically address whether the Court may order rejection to be effective retroactively, many courts have held that bankruptcy courts may, in their discretion, authorize rejection retroactive to a date prior to entry of the order authorizing rejection. *See In re Cafeteria Operators, L.P.*, 299 B.R. 384 (Bankr. N.D. Tex. 2003); *In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) ("nothing precludes a bankruptcy court, based on the equities of the case, from approving the trustee's rejection of a non-residential real property lease retroactively to an earlier date."); *see also In re At Home Corp.*, 392 F.3d 1064, 1071 (9th Cir. 2004), *cert. denied*, 546 U.S. 814 (2005) (holding that a bankruptcy court, in exercising its equitable powers, may approve the retroactive rejection of a lease); *In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028-1029 (1st Cir. 1995) (acknowledging that a bankruptcy court "has the equitable power, in suitable cases, to order a rejection to operate retroactively"); *In re CCI Wireless, LLC*, 279 B.R. 590, 595 (Bankr. D. Colo. 2002), *aff'd*, 297 B.R. 133 (D. Colo. 2003) (holding that retroactive rejection may be allowed when principles of equity so dictate and allowed rejection effective as of the filing of the

motion to reject). Other courts in this district have granted relief similar to the relief sought herein. *See, e.g., In re TPP Acquisition, Inc. d/b/a The Picture People*, Case No. 16-33437-hdh-11 (Bankr. N.D. Tex.); *In re Forest Park Medical Center at Southlake, LLC*, Case No. 16-40273-rfn-11 (Bankr. N.D. Tex.); *In re Centennial Beverage Group, LLC*, Case No. 12-37901-bjh-11 (Bankr. N.D. Tex.).

16. In this instance, the balance of the equities favors the relief requested herein. Without a retroactive date of rejection for certain of the Aircraft Leases, there is some risk that the Debtors could be forced to incur unnecessary administrative charges for leases that provide no tangible benefit to the Debtors' estates. Moreover, counterparties to the Aircraft Leases will not be unduly prejudiced if the rejection is deemed effective retroactively because they will receive notice of this Motion and have sufficient opportunity to act accordingly.

III. This Motion Complies with Bankruptcy Rule 6006

17. Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") allows a debtor to file an omnibus motion to reject multiple executory contracts or unexpired leases. FED. R. BANKR. P. 6006(f). Such an omnibus motion to reject multiple contracts and leases must (1) conspicuously state the parties subject to the rejection, (2) list such parties alphabetically and identify their contract or leases, (3) be numbered consecutively with other omnibus motions, and (4) be limited to no more than 100 executory contracts or unexpired leases. FED. R. BANKR. P. 6006(f). The Debtors have listed the parties that are subject to this Motion in **Exhibit C** and those parties are listed alphabetically. This Motion is numbered consecutively and no more than 100 contracts are listed for rejection herein; in fact, only three (3) Aircraft Leases are listed for rejection herein. The Debtors submit that they have satisfied the requirements of Bankruptcy Rule 6006.

Procedures

18. The Debtors ask that the Court approve the following procedures regarding the Aircraft Leases that are the subject of this Motion (the “**Procedures**”).

I. Retrieval of Aircraft and Related Engine Equipment

19. The Debtors have provided information on **Exhibit B** attached hereto that will assist the lease counterparties in retrieving the Excess Aircraft. Additionally, to preserve the value of the Excess Aircraft before the appropriate counterparty takes possession, the Debtors will maintain their current insurance coverage and continue the existing storage maintenance program pursuant to the Debtors’ maintenance program approved by the Federal Aviation Administrative (“**FAA**”), if applicable, until the earlier of: (a) the fifteenth (15th) day after the later of the date of entry of the Order; or (b) the date on which the appropriate counterparty takes possession of the Excess Aircraft. Thereafter, however, the Debtors shall cease insuring and maintaining the Excess Aircraft.

20. The counterparties must remove such Excess Aircraft from the location designated in **Exhibit B**. If a counterparty does not retrieve the Excess Aircraft within fifteen (15) days of entry of the Order, the Debtors propose that such counterparty be responsible for the costs of storing such aircraft and maintaining such aircraft in addition to all other attendant costs as reasonably determined by the Debtors, including the costs of insuring the relevant Excess Aircraft. If the counterparty does not remove its Excess Aircraft or make timely payments for storage, the Debtors may file a motion to compel removal of the Excess Aircraft and/or payment of storage and maintenance together with other attendant costs.

II. Surrender and Return

21. The Debtors submit that the return of the Excess Aircraft satisfies the “surrender and return” requirements of section 1110(c) of the Bankruptcy Code, if applicable. However,

such surrender and return is without prejudice to the rights of a counterparty to assert damages as part its claim for rejection damages, if any, or the Debtors or any other party to object to any such claims.

III. Return of Records and Documents

22. Upon the entry of an Order (or as soon as reasonably practicable thereafter), the Debtors agree to make available to the applicable counterparties records and documents in Debtors' possession relating to the Excess Aircraft which are required to be returned under the applicable Aircraft Lease.

IV. Debtors' Cooperation In Making Related FAA Filings

23. Upon written request from an affected counterparty, the Debtors agree to cooperate reasonably with such counterparty with respect to the execution of, or providing of information required for a lease termination document or other documentation, as appropriate, to be filed with the FAA in connection with such Excess Aircraft. However, the affected counterparty shall be solely responsible for all costs associated with such documentation and for the filing thereof with the FAA.

V. Debtors' Further Actions to Implement Approved Rejections

24. The Debtors submit that the proposed actions and Procedures are reasonable, in the best interests of the estates, and should be approved by this Court *nunc pro tunc* to the Petition Date. Accordingly, the Debtors seek authorization to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the Procedures.

Request for Waiver of Stay

25. To the extent that the relief sought in this Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice

requirements under Bankruptcy Rule 6004(a) and any stay of an order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h), or otherwise. 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.

The Debtors' Reservation of Rights

26. Nothing contained herein is intended or should be construed as an admission as to the validity or priority of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim or an approval or assumption of any agreement, agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their rights to contest any claim. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Notice

27. 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.²; (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,

² Erickson Incorporated and Erickson Helicopters, Inc. are the only Debtors with holders of unsecured claims.

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 Trust, National Association, as indenture trustee and notes collateral agent for the 8.25% Second Priority Senior Secured Promissory Notes due 2020; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; and (ix) the parties listed on Exhibit B and Exhibit C.

WHEREFORE, for the reasons set forth herein and in the Lancelot Declaration, the Debtors respectfully request entry of the Order granting the relief requested herein and such other and further relief as is just and proper.

RESPECTFULLY SUBMITTED this 9th day of November, 2016.

HAYNES AND BOONE, LLP

By: /s/ Autumn D. Highsmith

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PROPOSED ATTORNEYS FOR DEBTORS

EXHIBIT A

Proposed Order

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

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

**ORDER GRANTING DEBTORS' FIRST OMNIBUS MOTION UNDER BANKRUPTCY
CODE SECTION 365 FOR AUTHORITY TO REJECT CERTAIN AIRCRAFT LEASES
NUNC PRO TUNC TO THE PETITION DATE**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”) pursuant to sections 365 and 1110 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 6006 authorizing the Debtors to reject certain Aircraft Leases set forth on **Exhibit B** to the Motion attached thereto and (b) deeming the rejection consistent with section 1110(c)(1) of the

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Bankruptcy Code all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. § 1408; and due and proper notice of the Motion having been 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.;³ (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 Trust, National Association, as indenture trustee and notes collateral agent for the 8.25% Second Priority Senior Secured Promissory Notes due 2020; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service and (ix) the parties listed on Exhibit B and Exhibit C; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion; and upon the *Declaration of David Lancelot in Support of the Debtors' Chapter 11 Petitions and First Day Motions*, filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and

³ Erickson Incorporated and Erickson Helicopters, Inc. are the only Debtors with holders of unsecured claims.

all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the rejection of each of the Aircraft Leases listed on **Exhibit B** to the Motion is authorized and approved *nunc pro tunc* to the Petition Date.
3. The Debtors are authorized to (i) maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of the Excess Aircraft until the earlier of (a) the fifteenth (15th) day after entry of this Order and (b) the date on which the Aircraft Lease counterparty takes possession of such Excess Aircraft and (ii) thereafter to cease insuring and maintaining such Excess Aircraft.
4. If a counterparty does not retrieve its Excess Aircraft within fifteen (15) days of entry of this Order, such counterparty be responsible for the costs of storing such aircraft and maintaining such aircraft in addition to all other attendant costs as reasonably determined by the Debtors, including the costs of insuring the relevant Excess Aircraft.
5. If a counterparty does not remove its Excess Aircraft or make timely payments for storage, the Debtors may file a motion to compel removal of the Excess Aircraft and/or payment of storage and maintenance together with other attendant costs.
6. The return of the Excess Aircraft in accordance with the Procedures satisfies the “surrender and return” requirements of section 1110(c) of the Bankruptcy Code, in the event section 1110 of the Bankruptcy Code is applicable.

7. Surrender and return is without prejudice to the rights of a counterparty to assert damages as part its claim for rejection damages, if any, or the Debtors or any other party to object to any such claims.

8. As soon as reasonably practicable, the Debtors shall make available to the applicable counterparties records and documents in Debtors' possession relating to the Excess Aircraft which are required to be return under the applicable Aircraft Lease.

9. Upon written request from an affected counterparty, the Debtors shall cooperate reasonably with such counterparty with respect to the execution of, or providing of information required for a lease termination document or other documentation, as appropriate, to be filed with the FAA in connection with such Excess Aircraft. However, the affected counterparty shall be solely responsible for all costs associated with such documentation and for the filing thereof with the FAA.

10. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the Procedures.

11. The Debtors shall ensure that no assets of the Debtors constituting the collateral of the DIP Revolving Agent and the Existing ABL Revolving Agent are returned to the counterparties to the Aircraft Leases. Further, upon the surrender and return of the Excess Aircraft to the counterparties to the Aircraft Leases, the Debtors shall provide to the DIP Revolving Agent a detailed listing of the equipment, inventory, or other items of assets constituting the Debtors' assets and removed from the Excess Equipment.

12. Notwithstanding anything to the contrary in the Motion (or any document attached thereto), to the extent that there is a conflict between the terms and conditions of the

Motion (or any document attached thereto) and the terms and conditions of this Order, the terms and conditions of this Order shall govern.

13. To the extent applicable, the fourteen-day stay under Bankruptcy Rule 6004(h) is waived and the provisions of Bankruptcy Rule 6003 are satisfied.

14. The Motion satisfies Bankruptcy Rules 6006 and 9014.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

END OF ORDER

Submitted by:

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EXHIBIT B**Rejected Aircraft Lease Information**

Debtor	Lease Counterparty	Lease and Date	Aircraft Manufacturer, Model and Serial Number	U.S. Reg. Number	Engine(s) Manufacturer, Model and Serial Number	Location of Aircraft on Effective Date	Effective Date of Rejection
Erickson Helicopters, Inc.	Copter Lease, L.L.C.	Agreement, dated March 15, 2016	Bell Helicopter, BH- 212, 30882	N16973	Pratt & Whitney Canada PT6T-3B and PT6T-3, CPPS-62046 and CPPS-61764	Anchorage	Petition Date
Erickson Helicopters, Inc.	Copter Lease, L.L.C.	Agreement, dated March 15, 2016	Bell Helicopter, BH-212, 30881	N212EV	Pratt & Whitney Canada, PT6T-3B, CPPS-60276 and CPPS-62076	Anchorage	Petition Date
Erickson Helicopters, Inc.	Variant Aircraft Fund 28198, LLC	Aircraft Lease, dated May 2, 2014	Bell Helicopter, BH-214ST, 28130	N214EB	General Electric, CT7-2A, 343034 and 343035	Medford	Petition Date

EXHIBIT C**List of Parties with Potential Interests in the Rejected Aircraft Leases**

<u>Counterparty</u>	<u>U.S. Reg. Number(s)</u>	<u>Address</u>
Copter Lease, L.L.C., solely as Owner Trustee and Lessor	N16973 N212EV	4701 Hawkins St. N.E., Albuquerque, New Mexico 87109- 4333
Eagle Copters, Ltd., as Beneficial Owner	N16973 N212EV	823 McTavish Road, NE, Calgary, Alberta, Canada T2E 7G9
Variant Aircraft Fund 28198, LLC, as Lessor	N214EB	32158 Camino Capistrano, Suite A-437, San Juan Capistrano, California 92675 Alternate Address: 321 N. Mall Drive, Suite R241 Saint George, Utah 84790