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Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

This Omnibus Motion seeks, in part, to reject certain executory contracts and unexpired leases. If you have received this Motion and are a contract-counterparty to an agreement with the Debtors, please review Schedule 1, attached hereto, to determine if this Motion affects your agreement and your rights thereunder.

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

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In re: : **Chapter 11**
: **Case No. 16- _____ ()**
CHC GROUP LTD. *et al.*, : **(Joint Administration Requested)**
:
Debtors. :
:
----- X

DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:



CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”),¹ respectfully represent:

Relief Requested

1. The Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as Exhibit B (the “**Order**”), authorizing them, pursuant to sections 105(a) and 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to reject certain equipment leases (the “**Leases**”) for helicopters and other related equipment identified on Schedule 1 attached hereto that the Debtors no longer need in the operation of their business (collectively, the “**Excess Equipment**”) and certain sublease agreements identified on Schedule 2 attached hereto (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 (the “**Subleased Equipment**”).

Jurisdiction and Venue

2. This Court has jurisdiction to consider this matter 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 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

3. On the date hereof (the “**Petition Date**”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of title 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, where applicable, is attached hereto as Exhibit A.

4. Contemporaneously herewith, the Debtors have filed a motion seeking joint administration of these chapter 11 cases.

The Debtors' Businesses

5. The Debtors, together with their non-debtor affiliates (collectively, “CHC”), comprise a global commercial helicopter service company, primarily engaged in providing helicopter services to the offshore oil and gas industry. CHC also provides helicopter services for search and rescue and emergency medical services to various government agencies. In addition, CHC maintains the industry’s largest independent helicopter maintenance, repair, and overhaul business (such business, an “MRO”), which services helicopter fleets for both CHC as well as third-party customers. CHC manages its domestic and overseas businesses from Irving, Texas and its sales force from an office in Houston, Texas. CHC maintains one of its primary engine overhaul facilities in Fort Collins, Colorado. Only certain entities within CHC – primarily the issuers or guarantors of the Debtors’ funded debt – are Debtors in these proceedings. CHC’s other entities, including certain operating entities, are not debtors in these cases and are continuing to conduct their businesses in the ordinary course.

6. Additional information about the Debtors’ businesses, capital structure and the circumstances leading to the commencement of these chapter 11 cases can be found in the *Declaration of Robert A. Del Genio in Support of the Debtors’ Chapter 11 Petitions and Request for First Day Relief* (the “**Del Genio Declaration**”), filed concurrently herewith.

Basis for Relief

7. In connection with the commencement of these chapter 11 cases, CHC has undertaken to formulate a revised business plan to address the high cost/weakened revenue environment. As an ongoing component of that plan and of the chapter 11 process, CHC has identified cost savings to be achieved through a significant reduction in their fleet by eliminating

helicopters and other related equipment that currently are not, or soon will not be, used to generate revenue in CHC's businesses. In addition, CHC is in the process of reducing the complexity of its fleet, which will decrease costs associated with crew training, inventory and maintenance. This reduction and rationalization of CHC's fleet will create a significant surplus of helicopters and other related equipment owned and leased by CHC.

8. CHC maintains a fleet of approximately 230 helicopters comprised of the medium variant (8 to 15 passengers) and heavy variant (16 to 26 passengers) collectively (the "CHC Fleet"). A significant portion of the fleet is comprised of new technology helicopters which have greater range, passenger capacity, enhanced safety systems, and the ability to operate in variable conditions. Of the 230 helicopters in the fleet, CHC owns 67 helicopters and CHC leases the remainder from various third-party lessors. In most cases CHC subleases aircraft to affiliated operating entities. These leasing structures provide maximum regulatory and business flexibility.

9. Based on current market conditions, a significant reduction in the Debtors leased fleet size and related expenses is required to improve the Debtors' financial position and flexibility and position the Debtors to take advantage of opportunities that may arise out of the current industry downturn.

10. The Debtors have undertaken to accelerate their fleet replacement strategy in exiting from non-revenue generating aircraft and five older technology helicopter types, in order to first meet their customers' demands for newer technology helicopters and then reduce the number of different helicopters types in their fleet. The Debtors expect to reduce their fleet to approximately 75 aircraft by 2017, with approximately 90 aircraft to be returned in the next sixty (60) days. The near-term returns include approximately 16 Sikorsky S-76, 18 Airbus

AS332, 16 Sikorsky S-92, 20 Airbus H225, 1 Airbus EC155 and 19 AgustaWestland AW139 helicopters.

11. In accordance with this analysis, CHC has decided to retire immediately or has already retired certain helicopters and related equipment from its fleet. The Excess Equipment is not necessary for CHC's continued operation or successful reorganization. Accordingly, CHC seeks to eliminate the costs associated with retaining such Excess Equipment.

12. The requested relief will (i) allow for immediate rejection of the Leases and the Subleases and eliminate unnecessary obligations of the Debtors; (ii) establish an orderly, efficient process for the surrender and return of the Excess Equipment and related documentation; (iii) preserve the uninterrupted operation of CHC's business; and (iv) reduce the very substantial costs and disruptions that otherwise would be incurred in connection with replacing engines currently installed on rejected helicopters with the originally installed engines. The requested relief will also ensure that lessors under the rejected Leases (the "**Lessors**") are provided with procedures for the documentation of title to the helicopters and related equipment that are surrendered and returned to them through the surrender and return process. As part of CHC's revised business plan, CHC expects to reduce its fleet over the next sixty (60) days by approximately 90 helicopters. CHC will continue to analyze its fleet and, as a result of this ongoing analysis, CHC believes it is likely that a substantial number of additional helicopters and related equipment will be retired in the future.

Replacement of Helicopter Parts and Equipment

13. The process of rejecting the Leases is extremely complicated, particularly when rejecting and returning approximately 90 helicopters in a very short period of time. One of the difficult aspects of this process is addressing the standard practice in the helicopter industry

of “pooling” of helicopter parts, including engines, across an operator’s helicopter fleet as well as with third-party MROs and such MROs’ customers’ helicopter fleets.

14. All helicopters need regular maintenance. Many helicopter parts, including engines, are “time-limited” in that they are installed on a helicopter and permitted to be operated on the helicopter for a fixed interval of flight hours, cycles or calendar time that is specific to the type of part. At the end of the applicable interval, the part is “run-out”, and the operator must remove it from the helicopter and install on the helicopter another “fresh” part of the same type with all or a portion of the applicable interval remaining in order to continue operating the helicopter. Helicopter parts may also be removed from a helicopter and replaced because they are damaged or otherwise unserviceable and require testing or repair. For some types of helicopter parts, when they are run-out or unserviceable, they are removed from the helicopter and discarded. For other types of helicopter parts, including engines, when they are run-out or unserviceable, they are removed from the helicopter and sent to an MRO for scheduled maintenance to replenish the applicable interval of the run-out part or for testing and repair of the unserviceable part, as applicable.

15. Scheduled maintenance, testing and repair services performed by an MRO are detailed, time-consuming processes. In addition, MROs are not in all the same locations as their customers’ helicopter bases, which are located all over the world, including in remote areas, and accordingly transporting run-out and unserviceable parts from a helicopter base to an MRO and back again can take considerable time and expense. Accordingly, to avoid frequent and lengthy disruptions in helicopter operation schedules due to scheduled maintenance, testing and repair of helicopter parts that become run-out or unserviceable during the course of each helicopter’s operation, it is standard in the helicopter industry for an MRO, on an ongoing basis,

both to receive run-out and unserviceable parts from all of its different customers and to provide these customers with a supply of other fresh or serviceable parts of the same type for installation and use on such customers' helicopters. When an MRO has finished its maintenance, testing and repair processes such that a run-out or unserviceable part is fresh or serviceable, as applicable, that fresh or serviceable part goes into the same parts pool that supplies all of the MRO's customers. To facilitate this kind of MRO parts pooling arrangement (an "**MRO Pooling Arrangement**"), the MRO's arrangements with its different customers typically will contemplate that title to run-out or unserviceable parts that the customer sends to the MRO will vest in the MRO, and title to the supply of fresh or serviceable parts that the MRO sends to a customer will vest in the customer or in the owner/lessor of the aircraft on which such fresh or serviceable part is installed. Accordingly, the parts that a customer receives from an MRO and installs on a helicopter are often not the same parts that were originally installed on the helicopter, and in many cases will be a part originally installed on a helicopter operated by a different customer.

16. The engines in CHC's helicopter fleet are maintained, tested and repaired under MRO Pooling Arrangements by both CHC's own MRO as well as third-party MROs. Accordingly, due to these MRO Pooling Arrangements and given the large size of CHC's helicopter fleet and its continued operation for many years, on any given day, a significant portion of the helicopters in CHC's fleet will not have installed on them those engines that were originally installed on the helicopter at the commencement of the applicable lease (the "**Original Equipment**"), and given the breadth of CHC's worldwide operations, much of such Original Equipment will be located in different parts of the world than the applicable helicopter subject to

such lease and, in fact, may be installed on the helicopters of third-party operators or owned and possessed by an MRO and used in such MRO's shared pool.

17. Replacement of engines and other parts will occur multiple times for each helicopter during the term of the applicable lease and during the life of a helicopter. Typically, helicopter leases identify the Original Equipment and other parts by serial number. As the Original Equipment or other parts become run-out or unserviceable in the course of the helicopter's operation, the operator will remove and replace such parts with other fresh or serviceable parts during the term of the applicable lease. Moreover, as it is in the interest of the lessors that the helicopter is in an operating condition during the lease term, helicopter leases typically require the lessee to remove run-out or unserviceable parts and replace them with other parts that have time remaining in the applicable interval and are serviceable, and many leases will require that at lease expiry the helicopter is returned to the applicable lessor with minimum flight hours, cycles or calendar days, as the case may be, before scheduled removal of specific parts.

18. To accommodate this standard and necessary practice, helicopter leases and mortgages typically include provisions contemplating the removal and replacement of engines under certain circumstances. Thus, in the case of a helicopter lease, the substitution provisions would contemplate that the lessee cause title to a replacement engine to be conveyed to the lessor and contemporaneously the lessor relinquish title to the engine being replaced. Similarly, in the case of a helicopter mortgage, the substitution provisions would contemplate that the mortgagor subject a replacement engine to the mortgage and contemporaneously the secured party relinquish its lien on the engine being replaced.

19. Substantially all of CHC's helicopter leases include provisions contemplating the removal and replacement of engines and parts under the applicable lease, including provisions permitting CHC to "substitute" other engines under the lease under certain circumstances. In addition, many of CHC's leases follow CHC's general policy of not permitting filings or registrations of the applicable Lessor's interest in any particular engines then subject to the lease, as CHC views such filings or registrations as inconsistent with or hampering the ordinary course replacement of engines in CHC's helicopter fleet and MRO Pooling Arrangements.

20. Requiring CHC to return with each helicopter the Original Equipment would be monumentally burdensome, expensive and disruptive to CHC's business, inasmuch as this process would require CHC to ground and remove all affected helicopters from revenue generating operations much earlier than would otherwise be necessary in order to remove the then affixed engines, transport each removed engine to the location of the helicopter subject to the applicable lease, and replace each removed engine with the engine identified in the applicable lease, assuming such engine is even currently in CHC's possession as part of CHC's engine pool. Thus, the operations and maintenance schedules for each affected helicopter would be disrupted, thereby adding to the complexity, burden, expense and loss of revenue. In addition, with respect to any Original Equipment installed on a helicopter that is no longer in CHC's fleet or is now part of an MRO's engine pool, it may not be possible for CHC to reacquire such Original Equipment to return to the applicable Lessor, since such engine may be installed and operating in the fleet of another operator and title to such engine would have been conveyed by an original equipment manufacturer ("OEM") or MRO, as the case may be, to such operator. The burden, expense and disruption to CHC's business and fleet operations would be multiplied

significantly given that 44 helicopters are being returned as part of this motion and an additional approximately 45 helicopters are expected to be returned in the very near term, with potentially additional helicopters to be surrendered and returned in the medium term as CHC continues to review its fleet needs.

21. Moreover, in order to accomplish this task absent the relief requested, CHC might need to establish one or more maintenance lines at each helicopter base and at its MRO maintenance locations dedicated solely to replacing engines or contract the work to outside repair companies or MROs. As a result, CHC would need to hire additional maintenance workers, pay significant overtime expenses and incur significant outside contractor expenses to coordinate and perform engine replacements in connection with Excess Equipment returns. The cost of this incremental labor and these operations would be significant and particularly onerous for CHC at a time when CHC is taking every possible measure to preserve cash and limit unnecessary costs.

22. Furthermore, given the number of helicopters that would have to be taken out of service, the engine replacements could lead to lengthy disruptions in service to CHC's customers, which may cause CHC's customers to cancel their contracts or assess penalties against CHC that would impact revenues to the detriment of the estates and all parties in interest.

23. Each helicopter model has specific types of rotor blades, engines and other parts approved for use with such helicopter model. All engines of a specific model and version are the same. The only difference in value of two engines of the same model and version is a function of the differences in the condition and remaining maintenance cycle interval as between the two engines. Most leases provide that a lessor is entitled to receive an engine with the condition and remaining maintenance cycle interval specified in the lease. It is standard practice

in the industry that when an engine is removed and sent to an MRO for overhaul and repair, the MRO will provide to the operator for installation on the helicopter an overhauled and repaired engine that would be in better condition than the engine removed from the helicopter. Therefore, upon installation of the replacement engine from the MRO, the lessor for that helicopter receives a more valuable part than the part removed.

24. Additional information about CHC's fleet operations and the standard maintenance and pooling practices in the helicopter industry can be found in the *Declaration of Michael B. Cox in Support of the Debtors' First Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* (the "**Cox Declaration**"), filed concurrently herewith.

25. Upon return of leased helicopters, if not already completed during the term of the lease, CHC will facilitate bills of sale and title transfers on replacement engines. Given the large number of helicopters being returned by CHC, a streamlined procedure is needed to allow for the efficient return of each helicopter.

26. CHC proposes that the procedures set forth below create a reasonable, cost-effective, orderly process for the nearly contemporaneous return of Excess Equipment and related documentation.

Procedures

27. The Debtors ask that the Court approve the following procedures regarding the Leases, Subleases and Excess Equipment that are the subject of this motion ("**Procedures**").

A. Filing Proofs of Claim

28. The Debtors propose that any claims arising out of any rejection effected pursuant to these Procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the “**Bar Date**”), on or before the later of (i) the Bar Date or (ii) 30 days after the Effective Date with respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

B. Provision of Records and Documents

29. Upon effectiveness of rejection or as soon as reasonably practicable thereafter, the Debtors shall make available to the applicable Lessors records and documents relating to such Excess Equipment that are readily available. If such Excess Equipment is Replacement Equipment, the Debtors shall make available records and documents that are readily available relating to such Replacement Equipment instead of those relating to any equipment previously installed (but no longer installed) on the helicopter in accordance with the foregoing.

C. Return and Retrieval of Helicopters

30. The Debtors have provided information on the schedules and exhibits attached hereto that will assist the Lessors in retrieving the Excess Equipment.

31. If any of the engines (the “**Replacement Equipment**”) installed on or returned with a helicopter (the “**Affected Equipment**”) at the time of surrender and return by the Debtors have not been previously substituted pursuant to the terms of the relevant Lease, the following guidelines shall apply:

a. If requested, and subject to paragraphs (b) through (e) below, the Debtors shall formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the relevant Lessor free and clear of all liens, claims and encumbrances (except for permitted liens under the relevant Lease) by providing a bill of sale to the Lessor of such Replacement Equipment.

b. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not a permitted lien under the relevant Lease, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to substitute equipment designated by the Debtors and having a value and utility at least equal to the Replacement Equipment (the "**Substitute Equipment**"), (ii) the Debtors shall facilitate the lifting and release of such lien or mortgage on such Replacement Equipment, (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version as such Replacement Equipment, or (iv) the Replacement Equipment shall not be returned to the Lessor and the Lessor shall instead receive as part of the Lessor's damages claim, if any, a pre-petition claim for the value of an engine of the same model and version returned in compliance with the return conditions set forth in the Lease. In the case of (iii) and (iv) above, the Debtors may remove the Replacement Equipment from the Affected Equipment.

c. If the transfer documentation contemplated herein was not formalized at the time of the removal of the Original Equipment, the relevant Lessor shall simultaneously deliver, or cause to be delivered, to the Debtors a bill of sale for the Original Equipment, transferring such Original Equipment to the Debtors (or to a third party designated by the Debtors) free and clear of all liens, claims and encumbrances (except for liens permitted under the Lease or the Lessor's financings).

d. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor or by the same beneficial owner and leased to the Debtors under separate leases, then it shall be sufficient for the Debtors to surrender such Replacement Equipment to the Lessor in lieu of the Original Equipment. The Replacement Equipment shall thereafter be released from the relevant Lease and any liens in favor of the indenture trustee or other secured party with respect to such replacement lease or mortgage, and the Original Equipment shall be subject to such lease or mortgage and any such liens.

e. In lieu of providing Replacement Equipment pursuant to these Procedures, the Debtors may, in their sole discretion, make the Original Equipment available to an affected Lessor at the location where it is situated, whether or not the Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment available to the affected Lessor at the location where the Affected Equipment is situated. In these circumstances, the Debtors may remove the Replacement Equipment from the Affected Equipment.

32. If a lessor of Original Equipment or Replacement Equipment does not deliver title documents or if a secured party with a lien on Original Equipment or Replacement Equipment does not deliver documents necessary to release its liens, each as required in these procedures, the Debtors shall be entitled to move for an Order to Show Cause to compel such lessor to transfer title to such equipment or to compel such secured party to release its liens. In such an instance, such lessor or such secured party, as the case may be, shall also be liable to the Debtors and the affected Lessor for any damages arising out of or in connection with such lessor's or such secured party's delay, including legal and other fees. The Debtors and the affected Lessor shall also be entitled to continue to use such equipment until title is transferred or the liens are released as set forth herein.

33. The Debtors also ask this Court to enter an Order providing that if the Lessor affected by the rejection of a Lease does not retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 within 15 days after the Effective Date, such Lessor shall be responsible to the Debtors for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by the Debtors, including costs of insuring the Excess Equipment. If the Lessor does not remove the Excess Equipment or otherwise contract with the Debtors or a third party for storage of the Excess Equipment, the Debtors may file a motion to compel removal of the Excess Equipment and/or payment to the Debtors of storage and other attendant costs including without limitation all legal fees. The Excess Equipment will be made available to the Lessor “as is, where is” and the Debtors specifically make neither representations nor warranties regarding the Excess Equipment.

34. To preserve the value of the Excess Equipment before the appropriate Lessor takes possession, the Debtors will maintain their current insurance coverage and continue the existing storage maintenance program, if applicable, until the earlier of: (i) the fifteenth (15th) day after the later of the date of entry of the Order and the relevant Effective Date; or (ii) the date on which the appropriate Lessor takes possession of the Excess Equipment. Thereafter, however, the Debtors shall cease insuring and maintaining the Excess Equipment.

D. Debtors’ Cooperation In Making Related Aviation Authority Filings

35. Upon written request from an affected Lessor, the Debtors agree to cooperate reasonably with such Lessor with respect to the execution of, or provision of, information required for a lease termination document to be filed with the aviation authority in the applicable jurisdiction in connection with such Excess Equipment. In addition, the Debtors

ask this Court to enter an order providing that once the affected Lessor retrieves or takes control of such Excess Equipment, such Lessor or the authorized party under an Irrevocable De-Registration and Export Request Authorization (“**IDERA**”) or a power of attorney provided by the Debtors, if any, shall be permitted to request the cancellation, or transfer to a party designated by such Lessor, of such helicopter’s registration on such aviation authority’s register. However, the affected Lessor shall be solely responsible for all costs associated with such documentation and the filing thereof with the relevant aviation authority or registry.

E. Debtors’ Further Actions to Implement Approved Rejections

36. 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. 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.

Rejection of the Leases and the Subleases Is in the Best Interests of the Debtors and Their Estates and Creditors, Is Supported By the Debtors’ Business Judgment, and Should Be Approved By the Court

37. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993); *see also Matter of Murexco Petroleum, Inc.*,

15 F.3d 60, 62 (5th Cir. 1994) (noting that Section 365 “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.”)

38. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the “business judgment” standard. *See In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Minges*, 602 F.2d 38, 42 (2d Cir. 1979); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 513 (1984); *In re Roman Crest Fruit, Inc.*, 35 B.R. 939, 949 (S.D.N.Y. 1983). 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).

39. 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 Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will benefit the estate.’”) (citation omitted); *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). 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).

40. As part of their ongoing efforts to reduce costs and maximize fleet flexibility, the Debtors have identified Excess Equipment that no longer fits into the Debtors’ business plan and, accordingly, will no longer be utilized by the Debtors and have no utility or value to the Debtors. The Debtors entered into the Leases and related agreements in a different economic climate than the one facing the Debtors’ industry today. Today, with the ongoing downturn in the Debtors’ industry, these same helicopters are no longer necessary to the Debtors’ operations. As of the date hereof, the Debtors have taken or will take all of the Excess Equipment out of service. Consequently, the unused equipment is, or will be, languishing in expensive storage space without generating any value for the Debtors’ estates and the Excess Equipment is nothing more than a cash drain on the Debtors’ businesses. Thus, the Excess

Equipment is burdensome to the Debtors and is no longer beneficial to the Debtors or their estates. If the rejection of the Leases is approved, the Debtors will maintain sufficient helicopters to operate their businesses and meet their customers' needs.

41. With respect to the Subleased Equipment, in almost all cases upon termination of each related Lease, the Debtors and the parties operating the helicopters are required to terminate the applicable Subleases and return such helicopters to the Lessors. As the Debtors' structural cost-cutting measures contemplate the return of the Excess Equipment subject to the subleases, it is not economical for the Debtors to continue to lease the Subleased Equipment from the applicable Lessors on terms that are burdensome to the Debtors and in turn sublease such equipment to the Sublessees on terms that are not overall beneficial to the Debtors or their estates, therefore the Subleases are burdensome to the Debtors and are no longer beneficial to the Debtors or their estates.

Nunc Pro Tunc Relief is Appropriate

42. Bankruptcy courts are empowered to grant retroactive rejection of a contract or lease under Section 105(a) and 365(a) of the Bankruptcy Code. *See Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028-29 (1st Cir. 1995) (indicating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively" to the motion filing date); *see also Pacific Shore Dev., LLC v. At Home Corp (In re At Home Corp.)*, 392 F.3d 1064, 1067 (9th Cir. 2004) (same); *In re Chi-Chi's, Inc.* 305 B.R. 396, 399 (Bankr. D. Del. 2004) ("[T]he court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers to long as it promises to be the purposes of §365(a)).

43. The Debtors submit that the rejection of the Leases should be effective as of the relevant Effective Date. The Debtors are not using the Excess Equipment and such equipment will be available for the relevant Lessor to retrieve on such date. This relief will expedite the Debtors' relief from burdensome obligations and provide the Lessors with the information necessary for them to retrieve the equipment. See, e.g., *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at * 3 (S.D.N.Y., Nov. 15, 2002) (finding that retroactive rejection is valid when the balance of equities favor such treatment); *In re Jamesway Corp.*, 179 B.R. 33, 38 (S.D.N.Y. 1995) (finding that a court may approve retroactive rejection); see also *In re At Home Corp.*, 392 F.3d 1064, 1071 (9th Cir. 2004) (same); *In re Thinking Mach. Corp. v. Mellon Fin. Servs.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (approving retroactive orders of rejection where the balance of the equities favors such relief).

44. The equities of these cases favor rejection of the Leases and Subleases *nunc pro tunc* to the Petition Date. Rejection *nunc pro tunc* will permit the Debtors to reduce the burdensome costs and avoid additional, unnecessary claims that may be incurred under the Leases and Subleases that are not necessary to the Debtors' operations going forward. Furthermore, the counterparties will not be unduly prejudiced if the Leases and Subleases are rejected *nunc pro tunc* to the Petition Date as the Debtors have already ceased using the Excess Equipment and the Lessors may immediately retrieve and take possession of the Excess Equipment. Therefore, rejection of the Excess Equipment, Leases, Subleases and related agreements *nunc pro tunc* to the Petition Date is in the best interests of the Debtors' estates and creditors and constitutes a proper exercise of the Debtors' sound business judgment.

Reservation of Rights

45. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any

party in interest's rights to dispute the amount of, basis for or validity of any claim of any parties in interest to the Excess Equipment, Subleased Equipment, or Leases or Subleases under applicable nonbankruptcy law or (iii) a waiver of any claims or causes of action which may exist against any parties in interest to the Excess Equipment, Subleased Equipment, or Leases or Subleases. The Debtors are in the process of reviewing these matters and reserve all of their rights under the Bankruptcy Code.

Notice

46. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to certain secured lenders under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any; and (x) in

the case of the Subleases, the Sublessees. Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

47. No previous request for the relief sought herein has been made to this or any other Court.

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WHEREFORE, the Debtors respectfully request that the Court enter an order (a) authorizing the Debtors to reject the Leases and the Subleases and (b) granting such other and further relief as this Court may deem just and proper.

Dated: New York, New York
May 5, 2016

By: /s/ Jasmine Ball
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-and-

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*Proposed Attorneys for Debtors and
Debtors in Possession*

EXHIBIT A**Debtors**

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Group Ltd.	7405
6922767 Holding SARL	8004
Capital Aviation Services B.V.	2415
CHC Cayman ABL Borrower Ltd.	5051
CHC Cayman ABL Holdings Ltd.	4835
CHC Cayman Investments I Ltd.	8558
CHC Den Helder B.V.	2455
CHC Global Operations (2008) ULC	7214
CHC Global Operations Canada (2008) ULC	6979
CHC Global Operations International ULC	8751
CHC Helicopter (1) S.à r.l.	8914
CHC Helicopter (2) S.à r.l.	9088
CHC Helicopter (3) S.à r.l.	9297
CHC Helicopter (4) S.à r.l.	9655
CHC Helicopter (5) S.à r.l.	9897
CHC Helicopter Australia Pty Ltd	2402
CHC Helicopter Holding S.à r.l.	0907
CHC Helicopter S.A.	6821
CHC Helicopters (Barbados) Limited	7985
CHC Helicopters (Barbados) SRL	N/A
CHC Holding (UK) Limited	2198
CHC Holding NL B.V.	6801

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Hoofddorp B.V.	2413
CHC Leasing (Ireland) Limited	8230
CHC Netherlands B.V.	2409
CHC Norway Acquisition Co AS	6777
Heli-One (Netherlands) B.V.	2414
Heli-One (Norway) AS	2437
Heli-One (U.S.) Inc.	9617
Heli-One (UK) Limited	2451
Heli-One Canada ULC	8735
Heli-One Holdings (UK) Limited	6780
Heli-One Leasing (Norway) AS	2441
Heli-One Leasing ULC	N/A
Heli-One USA Inc.	3691
Heliworld Leasing Limited	2464
Integra Leasing AS	2439
Lloyd Bass Strait Helicopters Pty. Ltd.	2398
Lloyd Helicopter Services Limited	6781
Lloyd Helicopter Services Pty. Ltd.	2394
Lloyd Helicopters International Pty. Ltd.	2400
Lloyd Helicopters Pty. Ltd.	2393
Management Aviation Limited	2135

Alphabetical Index of Parties Listed in Schedules 1 and 2

Notice Parties: Schedule 1	Row(s)
Bank of Utah	38, 39, 41, 43
BNP Paribas SA	16-18, 30, 32-35
Element Capital Corp.	9-13
Export Development Canada	3-7
GE Capital Equipment Finance Ltd.	14
HFSI Limited	15
HSBC France	30, 32-35
Leonardo Helicopter (4) LLC	16
Leonardo Helicopter (5) LLC	17
Leonardo Helicopter (7) LLC	18
Libra Group Services	15
Lobo Leasing SPV A Limited	19, 20
Lombard North Central Plc	1-7
Macquarie Rotorcraft Leasing (Ireland) Ltd	21
Milestone Aviation Holding Group No. 1 Limited	8, 23
Milestone Aviation Holding Group No. 20 Limited	24
Milestone Aviation Holding Group No. 25 Limited	22, 25-26
Milestone Aviation Holding Group No. 8 Limited	27-29
Parilease S.A.S.	30-35
Royal Bank of Scotland Plc	1-7
Societe Generale	30, 34, 35
Sparebank 1 SR-Finans AS	36
Waypoint Asset Co 3 Limited	37-41
Waypoint Asset Co 6 Limited	42
Waypoint Asset Co 8 Limited	43
Waypoint Asset Company No. 2 (Ireland) Limited	44
Wells Fargo Bank Northwest, N.A.	21
Wells Fargo Bank Northwest, National Association	40, 44
Wilmington Trust SP Services (Dublin) Limited	8, 22-29

Notice Parties: Schedule 2	Row(s)
Atlantic Aviation Ltd.	37, 47
BHS - Brazilian Helicopter Services Taxi Aereo SA	18, 20, 26, 51, 53, 61
CHC Helicopters (Mauritius) Limited	30, 31, 32, 33, 34, 35
CHC Helicopters Netherlands BV	28
CHC Helikopter Service AS	1, 6, 12, 14
CHC Scotia Limited	3, 5, 7, 8, 10, 11, 13, 15, 16, 27, 48, 49

Schedule 1**EXCESS EQUIPMENT¹**

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
1	CHC Helicopters (Barbados) SRL	<p>Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom</p> <p>Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p> <p>Serial Number: 2707</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A1</p> <p>Serial Numbers: 13172 13201</p>	North Denes Airfield, Caister Road, Great Yarmouth, NR30 5TF United Kingdom	Petition Date

¹ For each helicopter and lease that is being rejected, each other related transaction document to which a Debtor is a party that is integral to such leasing transaction (including, without limitation, any lessee or sublessee consent in connection with any lease) also will be deemed part of this Schedule 1 and shall be rejected with respect to such helicopter if the related helicopter lease is rejected. References to any agreement to be rejected are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof. As a matter of administrative convenience, in some cases the Debtors have listed the original parties to the documents without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not have been named in this Schedule is not intended to change the treatment of the documents. The current parties to the agreements are being noticed pursuant to this Notice. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on this Schedule 1 that have already terminated or expired in accordance with the terms of such leases or contracts.

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
2	Heli-One Leasing ULC	<p>Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom</p> <p>Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Lender: The Royal Bank of Scotland Plc Address: Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C++</p> <p>Serial Number: 760711</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel 2S2</p> <p>Serial Numbers: 42158 42161</p>	Heritage Hangar - 7630 Montreal Street, Delta, V4K 0A7 Canada	Petition Date
3	Heliworld Leasing Limited	<p>Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom</p> <p>Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186</p> <p>Borrower: The Royal Bank of Scotland Plc</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L</p> <p>Serial Number: 2053</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A</p> <p>Serial Numbers: 437 454</p>	CHC Helicopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				
4	CHC Helicopters (Barbados) SRL	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2395	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3103 1162	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date
5	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760687	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42169 42048	H1 Hangar - 4300 - 80th Street, Delta, V4K 3N3 Canada	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Kingdom Fax: +1 202 565 3558</p> <p>Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186</p> <p>Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519</p>				
6	Heli-One Leasing ULC	<p>Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186</p> <p>Borrower: The Royal Bank of Scotland Plc Head of Finance</p>	<p>Manufacturer: Sikorsky Model: S76C++ Serial Number:760743</p>	<p>Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42083 21041</p>	Hangar 3 - Unit 3, 4340 King Street, Delta, V4K 0A5 Canada	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				
7	Heli-One Leasing ULC	<p>Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom</p> <p>Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186</p> <p>Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2 Serial Number: 2567</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 409 217</p>	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date
8	Heliworld Leasing Limited	<p>Lessor: Milestone Aviation Holding Group No. 1 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge, Dublin 4 Ireland</p> <p>Copy: William Kelly Classon House, Dundrum</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2 Serial Number: 2592</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3104 3008</p>	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Business Park, Dundrum Road , Dublin 14 Ireland Fax: 353 1 477 3385 Trustee: Wilmington Trust SP Services (Dublin) Limited Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385				
9	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2467	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3163 3151	Heli-One Poland Sp. z o.o. Jasionka 947 36-002 Jasionka, Poland	Petition Date
10	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2474	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3179 3162	Hangar 6 - Unit 6, 4340 King Street, Delta, V4K 0A5 Canada	Petition Date
11	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2477	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3161 3166	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Petition Date
12	CHC	Lessor:	Manufacturer: Sikorsky	Manufacturer: Turbomeca	Avenida Antonio Carlos	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
	Helicopters (Barbados) SRL	Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129	Model: S76C+ Serial Number: 760568	Model: Arriel 2S1 Serial Numbers: 20602TEC 20759TEC	Junqueira de Moraes – N° 979 – Bairro Aeroporto – Imbuuro – Macaé – RJ – Brazil CEP 27970000	
13	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2504	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3007 3168	Hangar 6 - Unit 6, 4340 King Street, Delta, V4K 0A5 Canada	Petition Date
14	CHC Helicopters (Barbados) Limited	Lessor: GE Capital Equipment Finance Ltd. Address: The Ark, 201 Talgarth Road, London, W6 8BJ United Kingdom Fax: +44 844 8920 845	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2613	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3021 3016	CHC Helikopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Petition Date
15	CHC Helicopters (Barbados) SRL	Lessor: Sandycove Aviation Limited 41 Forbes Quay Sir John Rogerson's Quay Dublin 2 Ireland Fax: +44 20 7245 0681 Copy:Libra Group Services13-14 Hobart Place, London SW1W 0HH Fax: +44 20 7245 0681	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2902	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13061 13187	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Canada	Petition Date
16	CHC Helicopters (Barbados) Limited	Lessor: Leonardo Helicopter (4) LLC Address: Corporate Trust Administration	Manufacturer: AugustaWestland Model: AW139	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140</p> <p>Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203</p> <p>Copy: BNP Paribas SA Commercial Support & Loan Implementation 21 place du Marche Saint-Honore, Paris, France 75002 Fax: '+33 1 4298 1203</p>	<p>Serial Number: 31414</p>	<p>Serial Numbers: PCE-KB1029 PCE-KB0903</p>		
17	CHC Helicopters (Barbados) Limited	<p>Lessor: Leonardo Helicopter (5) LLC</p> <p>Address: Corporate Trust Administration 1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140</p> <p>Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203</p> <p>Copy: BNP Paribas SA Commercial Support & Loan Implementation 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203</p>	<p>Manufacturer: AugustaWestland</p> <p>Model: AW139</p> <p>Serial Number:31418</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB1046 PCE-KB1080</p>	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Petition Date
18	CHC Helicopters (Barbados)	<p>Lessor: Leonardo Helicopter (7) LLC</p>	<p>Manufacturer: AugustaWestland</p>	<p>Manufacturer: Pratt & Whitney Canada</p>	Snake Island Integrated Free Zone, Snake Island, Apapa, Lagos, Nigeria	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
	Limited	Address: Corporate Trust Administration 1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140 Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203 Copy: BNP Paribas SA Commercial Support & Loan Implementation 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203	Model: AW139 Serial Number:31458	Model: PT6C-67C Serial Numbers:PCE- KB1195PCE-KB1218		
19	CHC Helicopters (Barbados) SRL	Lessor: Lobo Leasing SPV A Limited Address: The Arch, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin Ireland	Manufacturer: AugustaWestland Model: AW139 Serial Number: 31540	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1271 PCE-KB1323	Helicopter and Engine Location: Snake Island Integrated Free Zone, Snake Island, Apapa, Lagos, Nigeria	Petition Date
20	CHC Helicopters (Barbados) SRL	Lessor: Lobo Leasing SPV A Limited Address: The Arch, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin Ireland	Manufacturer: Sikorsky Model: S76C+ Serial Number: 760546	Manufacturer: Turbomeca Model: Arriel 2S1 Serial Numbers: 20616TEC 20750TEC	Helicopter and Engine Location: Estrada Velha de Arraial do Cabo – S/N – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Petition Date
21	CHC Helicopters (Barbados) SRL	Lessor: Macquarie Rotorcraft Leasing (Ireland) Ltd Address: C/O Macquarie Rotorcraft Leasing (Ireland) Limited, 1st Floor, Connaught House, 1 Burlington Road, Dublin 4 Ireland	Manufacturer: AugustaWestland Model: AW139 Serial Number:31070	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB0219 PCE-KB0036	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Copy: Two Embarcadero Center, Ste. 200 San Francisco, CA 94111 USA</p> <p>Trustee: Wells Fargo Bank Northwest, N.A Contract Management Group</p> <p>c/o Macquarie Rotorcraft Leasing (Ireland) Limited 1st Floor, Connaught House 1 Burlington Rd. Dublin 4 Ireland</p>				
22	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 25 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmons Court Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>Copy: Wilmington Trust Company</p> <p>Corporate Trust Administration 1100 North Market Street, Wilmington, DE 19890 Fax: (302) 636-4140</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p> <p>Serial Number: 2899</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A1</p> <p>Serial Numbers: 13297 13296</p>	Estrada Velha de Arraial do Cabo -S/N –Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Petition Date
23	CHC Leasing (Ireland) Limited	<p>Lessor: Milestone Aviation Holding Group No. 1 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor,</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 238</p>	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Simmons Court Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	Serial Number: 2393	3086		
24	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 20 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmons Court Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2617</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3127 3110</p>	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date
25	CHC Helicopters (Barbados)	<p>Lessor: Milestone Aviation Holding Group No. 25 Limited</p>	Manufacturer: AugustaWestland	Manufacturer: Pratt & Whitney Canada	Agar - 4740 Agar Drive, Richmond, V7B 1A3 Canada	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
	Limited	<p>Address: William Kelly Minerva House, 2nd Floor, Simmons Court Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Model: AW139</p> <p>Serial Number:31474</p>	<p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB1047 PCE-KB1222</p>		
26	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 25 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmons Court Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: AugustaWestland</p> <p>Model: AW139</p> <p>Serial Number:31479</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB1194 PCE-KB1245</p>	Agar - 4740 Agar Drive, Richmond, V7B 1A3 Canada	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
27	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 8 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge, Dublin 4 Ireland</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2398</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2</p> <p>Serial Numbers: 3097 3184</p>	Heli-One Poland Sp. z o.o. Jasionka 947 36-002 Jasionka, Poland	Petition Date
28	CHC Helicopters (Barbados) SRL	<p>Lessor: Milestone Aviation Holding Group No. 8 Limited</p> <p>William Kelly Minerva House, 2nd Floor Simmonscourt Road Ballsbridge, Dublin 4 Ireland</p> <p>Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House Dundrum Business Park Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C++</p> <p>Serial Number: 760622</p>	<p>Manufacturer: Turbomeca Model: Arriel 2S2</p> <p>Serial Numbers: 21021 42233</p>	Agar - 4740 Agar Drive, Richmond, V7B 1A3 Canada	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Ireland Fax: + 353 1 477 3385				
29	Heliworld Leasing Limited	Lessor:Milestone Aviation Holding Group No. 8 Limited William Kelly Minerva House, 2nd Floor Simmons Court Road, Ballsbridge Dublin 4 Ireland Fax: 353 1 296 5159 William Kelly Units 23 & 24 Classon House Dundrum Business Park Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159 Trustee: Wilmington Trust SP Services (Dublin) Limited Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1 Ireland Fax: + 353 1 477 3385	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2601	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3096 3178	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Petition Date
30	CHC Helicopters (Barbados) SRL	Lessor:Parilease S.A.S. Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203 Agent: HSBC France	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC155B1 Serial Number: 6802	Manufacturer: Turbomeca Model: Arriel 2C2 Serial Numbers: 26019 26074	Luchthavenweg 18 (in DHA hangar), 1786 PP, Den Helder, The Netherlands	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Vincent Nelson 103, Avenue de Champs Elysees Paris 75008 France</p> <p>vincent.nelson@hsbc.fr</p> <p>Fax: +33 1 5813 8169</p> <p>Mandated Lead Arranger: BNP Paribas SA</p> <p>Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France</p> <p>marie-cecile.fournier@sgcib.com</p> <p>Fax: +33 1 4692 4597</p>				
31	CHC Helicopters (Barbados) SRL	<p>Lessor: Parilease S.A.S.</p> <p>Noelle Courtin 16 rue de L'Hanovre Paris 75002 France</p> <p>Fax: +33 1 4298 1203</p>	<p>Manufacturer: AugustaWestland</p> <p>Model: AW139</p> <p>Serial Number: 31485</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB1220 PCE-KB1002</p>	Luchthavenweg 18 (in DHA hangar), 1786 PP, Den Helder, The Netherlands	Petition Date
32	CHC Helicopters (Barbados) SRL	<p>Lessor: Parilease S.A.S.</p> <p>Noelle Courtin 16 rue de L'Hanovre Paris 75002 France</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A</p> <p>Serial Numbers: 1055</p>	Estrada Velha de Arraial do Cabo - S/Nº –Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Fax: +33 1 4298 1203 Agent: HSBC France Vincent Nelson 103, Avenue de Champs Elysees Paris 75008 France vincent.nelson@hsbc.fr Fax: +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184	Serial Number: 2708	1162		
33	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203 Agent: HSBC France Vincent Nelson 103, Avenue de Champs Elysees Paris 75008 vincent.nelson@hsbc.fr Fax: +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184	Manufacturer: Airbus Helicopters Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2722	Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1051 1107	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ, São Tomé, Brazil	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
34	Heliworld Leasing Limited	<p>Lessor: Parilease S.A.S.</p> <p>Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203</p> <p>Agent: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Mandated Lead Arranger:HSBC FranceVincent Nelson103, Avenue de Champs Elysees Paris 5008 vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Societe Generale Marie Cecile Fournier17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France marie-cecile.fournier@sgcib.com Fax: +33 1 4692 4597</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p> <p>Serial Number: 2768</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A1</p> <p>Serial numbers: 13079 13072</p>	Lot 32 Karasek Way Karratha Airport WA Australia	Petition Date
35	Heliworld Leasing Limited	<p>Lessor: Parilease S.A.S.</p> <p>Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203</p> <p>Agent: BNP Paribas SA Commercial Support & Loan Implementation</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p> <p>Serial Number: 2775</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A1</p> <p>Serial Numbers: 13061 13187</p>	Lot 32 Karasek Way Karratha Airport WA Australia	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Mandated Lead Arranger: HSBC France Vincent Nelson103, Avenue de Champs Elysees Paris 75008 vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 Francemarie-cecile.fournier@sgcib.com Fax: +33 1 4692 4597</p>				
36	Heli-One Leasing (Norway) AS	<p>Lessor: Sparebank 1 SR-Finans AS</p> <p>Address: Ole Magnus Baekkelund Petroleumsvn 6, Postboks 114 Forus Stavenger 4065 Norway Fax: 47 51 44 48 80</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2594</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3077 3180</p>	CHC Helikopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Petition Date
37	CHC Helicopters (Barbados) SRL	<p>Lessor: Waypoint Asset Co 3 Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick, Ireland Fax: +353 61 445022</p>	<p>Manufacturer: AugustaWestland</p> <p>Model: AW139</p> <p>Serial Number: 31498</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB1283 PCE-KB1316</p>	Helicopter and Engine Location: Hangar, 83 Gordon Garrett Drive, Geraldton Airport, Moonyoonooka, WA, 6532 Australia	Petition Date
38	CHC Helicopters (Barbados) SRL	<p>Lessor: Waypoint Asset Co 3 Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay</p>	<p>Manufacturer: AugustaWestland</p> <p>Model: AW139</p> <p>Serial Number:</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers:</p>	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Limerick, Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT84111 Fax: +1 801 781 2775	31141	PCE-KB0371 PCE-KB0364		
39	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT84111 Fax: +1 801 781 2775	Manufacturer: AugustaWestland Model: AW139 Serial Number: 41005	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB0154 PCE-KB0534	CHC Scotia Ltd, CHC Hangar, Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	Petition Date
40	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022 Trustee: Wells Fargo Bank Northwest, National Association 260 North Charles Lindbergh Drive, MAC U1240-026, Salt Lake City, UT 84116 USA Fax: +1 801 246 7142	Manufacturer: Sikorsky Model: S76C++ Serial Numbers:760651	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42057 42020	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Petition Date
41	CHC	Lessor:	Manufacturer:	Manufacturer:	CHC Scotia Ltd, CHC Hangar,	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
	Helicopters (Barbados) SRL	Waypoint Asset Co 3 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT84111 Fax: +1 801 781 2775	AugustaWestland Model: AW139 Serial Number: 41210	Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: None.	Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	
42	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 6 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022	Manufacturer: Sikorsky Model: S76C++ Serial Numbers:760764	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42165 42312TEC	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Petition Date
43	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 8 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah Address: 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA Fax: +1 801 781 2775 Joshua Eyre 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA	Manufacturer: Sikorsky Model: S76C++ Serial Numbers: 760765	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42130 42086	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Petition Date

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		jeyre@bankofutah.com Fax: +353 61 445022				
44	CHC Helicopters (Barbados) SRL	<p>Lessor: Waypoint Asset Company No. 2 (Ireland) Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022</p> <p>Owner Trustee: Wells Fargo Bank Northwest, National Association</p> <p>Address: 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Fax: +1 801 246 7142</p> <p>Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Fax: +1 801 246 7142</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C++</p> <p>Serial Number: 760734</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel 2S2</p> <p>Serial Numbers: 42314TEC 42272</p>	Estrada Velha de Arraial do Cabo - S/N – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Petition Date

Schedule 2¹

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
1	2053	Sublease	Heliworld Leasing Limited	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Petition Date
2	2393	Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations International ULC	Petition Date
3	2395	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caizer Road, Caizer-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
4	2398	Sublease	CHC Helicopters (Barbados) Limited	CHC Global Operations International ULC	Petition Date
5	2467	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Petition Date
6	2474	Sublease	CHC Helicopters	CHC Helikopter Service AS	Petition Date

¹ For each helicopter, lease, sublease and related agreements that are being rejected, each other related transaction document to which a Debtor is a party that is integral to such leasing transaction (including, without limitation, any lessee or sublessee consent to any transaction in connection with any lease) also will be deemed part of this Schedule 2 and shall be rejected with respect to such helicopter if the related helicopter lease is rejected. References to any agreement to be rejected are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof. As a matter of administrative convenience, in some cases the Debtors have listed the original parties to the documents without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not have been named in this Schedule is not intended to change the treatment of the documents. The current parties to the agreements are being noticed pursuant to this Notice. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on this Schedule 2 that have already terminated or expired in accordance with the terms of such leases or contracts.

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
			(Barbados) SRL	Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	
7	2477	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Petition Date
8	2504	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Petition Date
9	2567	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	Petition Date
10	2567	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
11	2592	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
12	2594	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Petition Date
13	2601	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
14	2613	Sublease	CHC Helicopters (Barbados) Limited	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Petition Date
15	2617	Sublease	CHC Helicopters (Barbados) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
16	2707	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Petition Date
17	2708	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Petition Date
18	2708	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Petition Date
19	2722	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Petition Date
20	2722	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Petition Date
21	2768	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Petition Date
22	2768	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Petition Date

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
23	2775	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Petition Date
24	2775	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Petition Date
25	2899	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	Petition Date
26	2899	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Petition Date
27	2902	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
28	6802	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters Netherlands BV Luchthavenweg 18, 1786 PP, Den Helder, the Netherlands	Petition Date
29	31070	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Petition Date
30	31141	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters (Mauritius) Limited c/o CIM Corporate Services Ltd., Cascades Building, 33 Edith Cavell Street, Port Louis, Mauritius	Petition Date
31	31141	Sub-Sublease	CHC Helicopters (Mauritius) Limited c/o CIM Corporate Services Ltd., Cascades Building, 33 Edith Cavell Street, Port Louis,	CHC Global Operations Canada (2008) ULC	Petition Date

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
			Mauritius		
32	31414	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Petition Date
33	31414	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Petition Date
34	31418	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Petition Date
35	31418	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Petition Date
36	31458	Sublease	CHC Helicopters (Barbados) Limited	Heliworld Leasing Limited	Petition Date
37	31458	Sub-Sublease	Heliworld Leasing Limited	Atlantic Aviation Ltd. 12 Oyinkan Abayomi Drive, Ikoj Lagos, Nigeria	Petition Date
38	31474	Sublease	CHC Helicopters (Barbados) Limited	CHC Global Operations International ULC	Petition Date
39	31479	Sublease	CHC Helicopters (Barbados) Limited	CHC Global Operations International ULC	Petition Date
40	31485	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	Petition Date
41	31485	Sub-Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Petition Date
42	31485	Sub-Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Petition Date
43	31498	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	Petition Date

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
44	31498	Sub-Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Petition Date
45	31498	Sub-Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Petition Date
46	31540	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	Petition Date
47	31540	Sub-Sublease	Heliworld Leasing Limited	Atlantic Aviation Ltd. 12 Oyinkan Abayomi Drive, Ikoj Lagos, Nigeria	Petition Date
48	41005	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
49	41210	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Petition Date
50	760546	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Petition Date
51	760546	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Petition Date
52	760568	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Petition Date
53	760568	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199,	Petition Date

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
				Suite 202, Rio de Janeiro, Brazil	
54	760622	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Petition Date
55	760651	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Petition Date
56	760687	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	Petition Date
57	760687	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	Petition Date
58	760711	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	Petition Date
59	760711	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	Petition Date
60	760734	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Petition Date
61	760734	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Petition Date
62	760743	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	Petition Date
63	760743	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	Petition Date
64	760764	Sublease	Heli-One Leasing ULC	CHC Global Operations International ULC	Petition Date
65	760765	Sublease	Heli-One Leasing ULC	Heliworld Leasing Limited	Petition Date
66	760765	Sub-Sublease	Heliworld Leasing Limited	CHC Global Operations Canada (2008) ULC	Petition Date

Exhibit B

Proposed Form of Order

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

	x	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. et al.,	:	Case No. 16- _____ ()
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	x	

**ORDER GRANTING DEBTORS’ FIRST OMNIBUS MOTION TO REJECT CERTAIN
EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE
BANKRUPTCY CODE**

Upon the motion dated May 5, 2016 (the “**Motion**”)¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 to reject the leases (“**Leases**”) for helicopters and other related equipment identified

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

on Schedule 1 to the Motion (collectively, the “**Excess Equipment**”) and the sublease agreements identified on Schedule 2 to the Motion (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 to the Motion (the “**Subleased Equipment**”); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors First Motion to Reject Certain Equipment Leases and Subleases, dated as of the Petition Date; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to certain secured lenders under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission,

(viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, and (x) in the case of the Subleases, the Sublessees; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of each of the Leases of Excess Equipment listed on Schedule 1 to the Motion is authorized and approved as of the relevant Effective Date (as set forth next to each item of Excess Equipment on Schedule 1 to the Motion) and (b) the rejection of each of the Subleases listed on Schedule 2 to the Motion is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment (as set forth next to each Sublease listed on Schedule 2 to the Motion).
3. Each rejected Lease, Sublease and related transaction agreement set forth on Schedule 1 and Schedule 2 to the Motion is hereby rejected by the Debtors party thereto.
4. The Debtors shall, upon the effectiveness of rejection or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors records

and documents relating to such Lessors' Excess Equipment that are readily available. If such Excess Equipment is Replacement Equipment, the Debtors shall make available records and documents that are readily available relating to such Replacement Equipment.

5. Upon written request from an affected Lessor, the Debtors shall cooperate reasonably with such Lessor with respect to the execution of, or provision of, information required for a lease termination document or other documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction in connection with such Excess Equipment, provided that the affected Lessor shall be solely responsible for all costs associated with such documentation and for the filing thereof with such relevant aviation authority or register.

6. Once the affected Lessor retrieves or takes control of its Excess Equipment, such Lessor or the authorized party under an IDERA or a power of attorney provided by the Debtors, if any, shall be permitted to request the cancellation, or transfer to a party designated by such Lessor, of such helicopter's registration on an aviation authority's register, provided that the affected Lessor shall be solely responsible for all costs associated with such request or transfer.

7. The Debtors are authorized (i) to maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) the fifteenth (15th) day after the later of the date of entry of the Order and the relevant Effective Date and (b) the date on which the appropriate Lessor takes possession of such Excess Equipment and (ii) thereafter to cease insuring and maintaining such Excess Equipment.

8. If the Lessor affected by the rejection of a Lease does not retrieve or

otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 to the Motion within 15 days after the Effective Date, such Lessor shall be responsible to the Debtors for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by the Debtors, including costs of insuring the Excess Equipment. If the Lessor does not remove the Excess Equipment or otherwise contract with the Debtors or a third party for storage of the Excess Equipment, the Debtors may file a motion to compel removal of the Excess Equipment and/or payment to the Debtors of storage and other attendant costs including without limitation all legal fees.

9. Subject to ordered paragraphs 10 through 13, if any Replacement Equipment installed on, or returned with, the Affected Equipment has not been previously substituted pursuant to the terms of the relevant Lease, the Debtors may, if requested by the affected Lessor, formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the Lessor free and clear of all liens, claims and encumbrances (except for permitted liens under the relevant Lease) by providing a bill of sale to the Lessor of such Replacement Equipment.

10. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not permitted under the relevant Lease, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to Substitute Equipment, (ii) the Debtors shall facilitate the lifting and release of such lien or mortgage on such Replacement Equipment, (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version, or (iv) the Replacement Equipment shall not be returned to the Lessor and the Lessor shall instead receive as part of the Lessor's damages claim, if any, a pre-petition claim for the value of an engine of the same model and version returned in

compliance with the return conditions set forth in the Lease; in the case of (iii) and (iv), the Debtors may remove the Replacement Equipment from the Affected Equipment.

11. If the transfer documentation contemplated in the Motion was not formalized at the time of the removal of the Original Equipment, the relevant Lessor shall simultaneously deliver, or cause to be delivered, to the Debtors a bill of sale for the Original Equipment, transferring such Original Equipment to the Debtors (or to a third party designated by the Debtors) free and clear of all liens, claims and encumbrances (except for liens permitted under the Lease or the Lessor's financings).

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor or by the same beneficial owner and leased to the Debtors under separate leases, then the Debtors may surrender such Replacement Equipment to the Lessor in lieu of the Original Equipment and the Replacement Equipment shall thereafter be released from the relevant Lease and any liens in favor of the secured party with respect to such Replacement Equipment, and the Original Equipment shall be subject to such lease or mortgage and any such liens.

13. In lieu of providing Replacement Equipment pursuant to the Procedures, the Debtors may, in the Debtors' sole discretion, make the Original Equipment available to an affected Lessor at the location where such Original Equipment is situated, whether or not the Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment available to the affected Lessor at the location where the Affected Equipment is situated, and in these circumstances, the Debtors may remove the Replacement Equipment from the Affected Equipment.

14. If a lessor of Original Equipment or Replacement Equipment does not

deliver title documents, or if a secured party with a lien on Original Equipment or Replacement Equipment does not deliver documents necessary to release its liens, each as required in the Procedures, the Debtors shall be entitled to move for an Order to Show Cause to compel such lessor to transfer title to such equipment or to compel such secured party to release its liens. In such an instance, such lessor or such secured party, as the case may be, shall also be liable to the Debtors and the affected Lessor for any damages arising out of or in connection with such lessor's or such secured party's delay, including legal and other fees.

15. 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 rejections approved hereby.

16. Claims arising out of any rejection effected pursuant to these procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar Date**"), on or before the later of (i) the Bar Date, or (ii) 30 days after the Effective Date with respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

17. The notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rules 2002(a), 6006, 6007 and 9014 by providing the counterparties with a notice and an opportunity to object and be heard at a hearing.

###END OF ORDER###

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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