


This is the 1st affidavit of
S. Brown-John in this case and was
made on September 28, 2016

No. S-169079
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS
WITH RESPECT TO THE COMPANIES LISTED ON SCHEDULE "A" HERETO**

**APPLICATION OF CHC GROUP LTD
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

# AFFIDAVIT

1. I, Sandra Brown-John, of Suite 2600, 595 Burrard Street, Three Bentall Centre, Vancouver, B.C., V7X 1L3, Legal Administrative Assistant, SWEAR THAT:

2. I am a legal administrative assistant at Blake, Cassels & Graydon LLP, counsel for CHC Group Ltd. and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.

3. Attached hereto and marked as **Exhibit "A"** are certified copies of voluntary petitions filed with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**US Bankruptcy Court**") by each of CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Global Operations (2008) ULC, Heli-One Leasing ULC, and Heli-One Canada ULC (together the "**Canadian Debtors**").

4. Attached hereto and marked as **Exhibit "B"** are copies of British Columbia Corporate Registry Services' company summaries for the Canadian Debtors.



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5. Attached hereto and marked as **Exhibits "C"** through **"O"** are the following orders pronounced by the US Bankruptcy Court. These orders are:

- Exhibit C: Certified Foreign Representative Order
- Exhibit D: Final Employee Obligation Order
- Exhibit E: Section 362 Protection Order
- Exhibit F: Final Tax Order
- Exhibit G: Final Customer Deposit Order
- Exhibit H: Sixth Interim Cash Management Order
- Exhibit I: Kurtzman Carson Consultants LLC Order
- Exhibit J: Sixth Interim Cash Collateral Order
- Exhibit K: Final Insurance Order
- Exhibit L: Severance Payments Order
- Exhibit M: Repair Payments Order
- Exhibit N: Claims Bar Date Order
- Exhibit O: Supplemental Bar Date Order

6. Attached hereto and marked as **Exhibit "P"** is a copy of the Debtors Cash Management Motion filed with the US Bankruptcy Court.

7. Attached hereto and marked as **Exhibit "Q"** are British Columbia Personal Property Registry Search results for each of the Canadian Debtors.

SWORN BEFORE ME at Vancouver, British Columbia on September 28, 2016 )

**SANDRA BROWN-JOHN**

A Commissioner for taking Affidavits for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

This is **Exhibit "A"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
**BLAKE**, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

| Fill in this information to identify the case | | |
|---|---|---|
| United States Bankruptcy Court for the: | | |
| Northern | *District of* | Texas (State) |
| Case number (*If known*): | | Chapter 11 |

2

☐ Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16

**If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.**

**1. Debtor's name** CHC Global Operations Canada (2008) ULC

**2. All other names debtor used in the last 8 years**
Include any assumed names, trade names, and *doing business as* names

**See Schedule 1**

**3. Debtor's federal Employer Identification Number** (EIN) 98-1196979

**4. Debtor's address**

**Principal place of business**

4740 Agar Drive
Number Street

Richmond, B.C., Canada V7B 1A3
City State ZIP Code

County

**Mailing address, if different from principal place of business**

600 East Las Colinas Blvd., 10th Floor
Number Street

P.O. Box

Irving TX 75039
City State ZIP Code

**Location of principal assets, if different from principal place of business**

Number Street

City State ZIP Code

**5. Debtor's website** (URL) www.chc.ca

**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

**7. Describe debtor's business**

A. *Check one:*

3

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. *Check all that apply:*

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4812

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check one:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

- ☒ No
- ☐ Yes District _____ When _____ Case number _____
  MM/ DD/ YYYY
  District _____ When _____ Case number _____
  MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1,

- ☐ No
- ☒ Yes Debtor See Schedule 2 Relationship Affiliates
  District Northern District of Texas When 05/05/2016
  MM / DD/ YYYY
  Case number, if known _____

attach a separate list.

4

**11. Why is the case filed in this district?**

*Check all that apply:*

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

**Where is the property?**

Number Street

City State ZIP Code

**Is the property insured?**

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact Name _____
  Phone _____

## Statistical and administrative information

**13. Debtor's estimation of available funds**

*Check one:*

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ 1-49 | ☐ 1,000-5,000 | ☐ 25,001-50,000 |
| ☐ 50-99 | ☐ 5,001-10,000 | ☐ 50,001-100,000 |
| ☐ 100-199 | ☒ 10,001-25,000 | ☐ More than 100,000 |
| ☐ 200-999 | | |

**15. Estimated assets (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

**16. Estimated liabilities** (on a consolidated basis)

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

## Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/05/2016
MM / DD / YYYY

✘ /s/ Robert A. Del Genio
Signature of authorized representative of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Title

**18. Signature of attorney**

✘ /s/ Stephen A. Youngman
Signature of attorney for debtor

Date 05/05/2016
MM / DD / YYYY

Stephen A. Youngman
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

200 Crescent Court, Suite 300
Number Street

Dallas
City

TX
State

75201
ZIP Code

(214) 746-7700
Contact phone

stephen.youngman@weil.com
Email address

22226600
Bar Number

TX
State

**Schedule 1**

All Other Names Used By the Debtor or Its Affiliates in the Last 8 Years

| Entity | Previous Name(s) |
|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. |
| CHC Global Operations International ULC | CHC Global Operations International Inc. |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC<br>CHC Helicopter Corporation |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited |
| CHC Leasing (Ireland) Limited | Justinvale Limited |
| Heli-One Canada ULC | Heli-One Canada Inc.<br>6976972 Canada Inc. |
| Heli-One Leasing ULC | Heli-One Leasing Inc. |

**Schedule 2**

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| Company |
|---|
| CHC Group Ltd. |
| 6922767 Holding SARL |
| Capital Aviation Services B.V. |
| CHC Cayman ABL Borrower Ltd. |
| CHC Cayman ABL Holdings Ltd. |
| CHC Cayman Investments I Ltd. |
| CHC Den Helder B.V. |
| CHC Global Operations (2008) ULC |
| CHC Global Operations Canada (2008) ULC |
| CHC Global Operations International ULC |
| CHC Helicopter (1) S.à r.l. |
| CHC Helicopter (2) S.à r.l. |
| CHC Helicopter (3) S.à r.l. |
| CHC Helicopter (4) S.à r.l. |
| CHC Helicopter (5) S.à r.l. |
| CHC Helicopter Australia Pty Ltd |
| CHC Helicopter Holding S.à r.l. |
| CHC Helicopter S.A. |
| CHC Helicopters (Barbados) Limited |
| CHC Helicopters (Barbados) SRL |
| CHC Holding (UK) Limited |
| CHC Holding NL B.V. |
| CHC Hoofddorp B.V. |
| CHC Leasing (Ireland) Limited |

| Company |
| --- |
| CHC Netherlands B.V. |
| CHC Norway Acquisition Co AS |
| Heli-One (Netherlands) B.V. |
| Heli-One (Norway) AS |
| Heli-One (U.S.) Inc. |
| Heli-One (UK) Limited |
| Heli-One Canada ULC |
| Heli-One Holdings (UK) Limited |
| Heli-One Leasing (Norway) AS |
| Heli-One Leasing ULC |
| Heli-One USA Inc. |
| Heliworld Leasing Limited |
| Integra Leasing AS |
| Lloyd Bass Strait Helicopters Pty. Ltd. |
| Lloyd Helicopter Services Limited |
| Lloyd Helicopter Services Pty. Ltd. |
| Lloyd Helicopters International Pty. Ltd. |
| Lloyd Helicopters Pty. Ltd. |
| Management Aviation Limited |

**CHC GLOBAL OPERATIONS CANADA (2008) ULC**

**CONSENT WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY**

WHEREAS, CHC Global Operations Canada (2008) ULC, a British Columbia unlimited liability corporation (the ***"Company"***), is an indirect subsidiary of CHC Group Ltd., a Cayman Islands exempted company (***"CHC"***);

WHEREAS, CHC and certain of its subsidiaries and affiliates are considering commencing cases under chapter 11 of title 11 of the United States Code (the ***"Bankruptcy Code"***) in the United States Bankruptcy Court for the Northern District of Texas (the ***"Bankruptcy Court"***);

WHEREAS, all of the directors of the Company (the ***"Board"***), having received and considered advice from the Company's legal and financial advisors, and having considered the interests of the Company's creditors, employees, and other stakeholders and interested parties, deem it desirable and in the best interests of the Company to commence a case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

COMMENCEMENT OF CHAPTER 11 CASE

NOW, THEREFORE, BE IT RESOLVED, that, if the board of directors of CHC resolves to authorize CHC's officers and directors to file a chapter 11 petition on behalf of CHC, upon such board of directors' authorization, Karl Fessenden, Hooman Yazhari, Lee Eckert, Nicolas Stable, Robert A. Del Genio, David Balevic, Gareth Carline, Paul King, any of the directors and officers of the Company as listed on the Company's register of directors and officers, and any other person designated and so authorized to act (each, an ***"Authorized Officer"***) be, and each of them hereby is, empowered, authorized, and directed, in the name and on behalf of the Company, to execute and verify a petition under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time that the Authorized Officer executing the same shall determine;

RETENTION OF ADVISORS

FURTHER RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby employed as counsel for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Debevoise & Plimpton LLP is hereby employed as special aircraft counsel for the

Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of PJT Partners LP is hereby employed as investment banker for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of Seabury Corporate Advisors LLC is hereby employed as financial advisor for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of CDG Group, LLC is hereby employed as restructuring advisor in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that Kurtzman Carson Consultants LLC is hereby employed as (i) claims and noticing agent, and (ii) administrative agent for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Blake, Cassels & Graydon LLP is hereby employed as Canadian counsel for the Company in any matters arising in Canada in respect of the Chapter 11 case and related matters;

FURTHER RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed to execute and file in the Company's chapter 11 case, all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to engage, employ, and retain all assistance by legal counsel, accountants, financial advisors, and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case, including, without limitation, negotiating and obtaining debtor in possession financing and/or the use of cash collateral, and executing, delivering and performing any and all documents, agreements, certificates, and/or instruments in connection with such debtor in possession financing and/or use of cash collateral, with a view to the successful prosecution of such case;

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file, and/or record, and perform, such agreements, instruments, motions, affidavits, applications for approvals and rulings of governmental or regulatory authorities, certificates, and other documents, and to take such other actions that in

the judgment of the Authorized Officer shall be or become necessary, proper, or desirable in connection with the Company's chapter 11 case;

GENERAL RESOLUTIONS

FURTHER RESOLVED, that all prior actions taken by any Authorized Officer, officer or agent for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorizations, instructions, releases, waivers, proxies, instruments and other documents (whether of a like nature or not) and the payment of any and all related fees and expenses be confirmed, ratified, and approved in all respects;

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, for and on behalf of the Company, to take any and all actions, to negotiate and enter into agreements and amendments to agreements, to perform all such acts and deeds, to execute, file, deliver, or record in the name of and on behalf of the Company, all such certificates, instruments, agreements, and other documents, and to make all such payments as they, in their judgment, may deem necessary, advisable, or appropriate in order to carry out the purpose and intent of the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements, and documents;

FURTHER RESOLVED, that these resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of these resolutions by facsimile, and any such copy shall be deemed to be an original.

[*Signatures appear on the following pages*]

The foregoing resolutions are consented to by all of the directors of the Company as evidenced by the signatures hereto pursuant to the *Business Corporations Act* (British Columbia), effective as of April 28, 2016.

David Balevic
Director

Gareth Carline
Director

Paul King
Director

15

| Fill in this information to identify the case: |
|---|
| Debtor name CHC Global Operations Canada (2008) ULC |
| United States Bankruptcy Court for the: Northern District of Texas (State) |
| Case number (if known): _____ |

☐ Check if this an amended filing

Official Form 204

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**[1] **12/15**

**A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.**

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| | | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| 1 | Name: International Corporate Trust<br>Address: The Bank of New York Mellon 101 Barclay Street, Floor 4 East, New York, NY 10286 | Name: The Bank of New York Mellon<br>Phone: - (412) 234-5000<br>Fax: -<br>Email: - | Unsecured Notes | Liquidated | | | $98,432,780 |
| 2 | Name: McGrigors Pension Trustees Limited<br>Address: 141 Bothwell Street, Glasgow, G2 7EQ | Name: Ian Gordon<br>Phone: 44 (0)141 567 8401<br>Fax: -<br>Email: - | Pensions | Liquidated | | | $66,440,996 |
| 3 | Name: Martello Property Services Inc.<br>Address: 200-808 West Hastings Street, Vancouver, BC, V6C 2X4 | Name: Martello Property Services Inc.<br>Phone: 604-681-6544<br>Fax: 604-681-5114<br>Email: - | Lease Financing Facility | Liquidated | | | $26,586,212 |
| 4 | Name: Finmeccanica S.P.A. Helicopters Div.<br>Address: Warranty Administration Dept Via Per Tornavento 15 21019 Somma Lombardo (Va) | Name: Finmeccanica S.P.A. Helicopters Div.<br>Phone: 00390331711288<br>Fax: 00390331711377<br>Email: daniele.romiti@finmeccanica.com | Trade | Liquidated | | | $4,956,652 |
| 5 | Name: Airbus Helicopters<br>Address: Aeroport International Marseille Province Fr-13725 Marignane Cedex | Name: Airbus Helicopters<br>Phone: 003342858585<br>Fax: 003342859996<br>Email: guillaume.faury@airbus.com | Trade | Disputed | | May be subject to asserted setoff | $4,145,055 |
| 6 | Name: Sikorsky Commerical Inc. (HSI)<br>Address: P.O. BOX 111068 Trumbull, CT 06611-0868 | Name: Sikorsky Commerical Inc. (HSI)<br>Phone: 203-416-4000<br>Fax: 203-416-4291<br>Email: danielschultz@sikorsky.com | Trade | Disputed | | May be subject to asserted setoff | $3,076,829 |

[1] Although certain secured creditors may have unsecured deficiency claims depending on the value of their collateral, such a determination has not been made at this time. Therefore, such creditors are not included on this list.

[2] This List of Creditors Who Have the 30 Largest Unsecured Claims is presented on a consolidated basis for each of the Debtors.

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 7 | Name: Coface – Parilease SAS<br>Address: 16 rue de Hanovre<br>Paris 75002<br>France | Name: Coface – Parilease SAS<br>Phone: +33 1 43 16 86 52<br>Fax: +33 1 4298 1203<br>Email: | Lease | Unliquidated | | May be subject to asserted setoff | $2,197,611 |
| 8 | Name: CAE<br>Address: 2025 Logistics Drive Mississauga Ontario L5S 1Z9 L5S 1Z9 Canada CA L5S 1Z9 | Name: CAE<br>Phone: - 905-672-8650<br>Fax: 514-734-5682<br>Email: nelson.camacho@cae.com | Services | Unliquidated Disputed | | May be subject to asserted setoff | $2,132,219 |
| 9 | Name: Waypoint Asset Company (Ireland) Ltd<br>Address: 25/28 North Wall Quay<br>Dublin 1 Ireland IE | Name: Waypoint Asset Company (Ireland) Ltd<br>Phone: +353 61 633333<br>Fax: +353 61 633334<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,320,087 |
| 10 | Name: Turbomeca<br>Address: Technopole Izarbel Bp4 64210 Bidart, France | Name: Turbomeca<br>Phone: - +(33) 5 59 12 50 72<br>Fax: - 0033559125491<br>Email: bruno.even@turbomeca.fr | Trade | Unliquidated | | | $1,185,968 |
| 11 | Name: TMC International Ltd<br>Address: 2-1-15 Hiroo Shibuya-ku JP-Tokyo 150-0012 Japan | Name: TMC International Ltd<br>Phone: +81-3-3400-5188<br>Fax: +81-3-5778-4888<br>Email: - | Services | Unliquidated | | | $1,048,444 |
| 12 | Name: Milestone Aviation Group<br>Address: Block 4 The Harcourt Centre Harcourt Road Dublin 2 Ireland | Name: Milestone Aviation Group<br>Phone: - +353 1 216 5700<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,020,158 |
| 13 | Name: Ruag Switzerland Ltd<br>Address: Ruag Aviation Seetalstrasse 175 Ch-6032 Emmen | Name: Ruag Switzerland Ltd<br>Phone: 0041416725050<br>Fax: 0041416725051<br>Email: - | Trade | Liquidated | | | $920,051 |
| 14 | Name: Lombard North Central Plc<br>Address: Lombard House, The Waterfront, Elstree Road Elstree, Hertfordshire WD6 3BS<br>United Kingdom | Name: Lombard North Central Plc<br>Phone: +44 (0) 208 236 7827<br>Fax: +44 207 672 4006<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $777,578 |
| 15 | Name: Sandycove Aviation Limited<br>Address: c/o LCI Helicopters Ireland Ltd 41 Forbes Quay Sir John Rogersons Quay Dublin 2 Ireland IE | Name: Sandycove Aviation Limited<br>Phone: -<br>Fax: -<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $710,371 |
| 16 | Name: GE Capital Equipment Finance Ltd<br>Address: 2630 The Quadrant Aztec West Bristol Bristol BS32 4GQ GB BS32 4GQ | Name: GE Capital Equipment Finance Ltd<br>Phone: 00448702418899<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $686,416 |
| 17 | Name: SACE Lenders - BNP Paribas<br>Address: 21, place du Marche Saint-Honore<br>Paris 75001<br>France | Name: SACE Lenders - BNP Paribas<br>Phone: +33 1 43 16 86 52<br>Fax: - +33 1 4316 8184<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $503,623 |
| 18 | Name: SpareBank1<br>Address: Sjogata 8, 9008 Tromso, PO Box 6801, Langes Tromso 9298<br>Norway | Name: SpareBank1<br>Phone: +47 7762 2372<br>Fax: - +47 7762 2371<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $413,085 |
| 19 | Name: 1027098 BC Ltd.<br>Address: 1376 Sea Lover's Lane, Gabriola, BC, Canada V0R 1X5 | Name: 1027098 BC Ltd.<br>Phone: - 1-250-247-9594<br>Fax: -<br>Email: - | Services | Liquidated | | | $390,000 |

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 20 | Name: Precision Accessories & Instruments<br>Address: 495 Lake Mirror Road Building 800 Suite G<br>Atlanta, GA 30349 | Name: Precision Accessories & Instruments<br>Phone: 0014047675800<br>Fax: 0014047675900<br>Email: - | Trade | Liquidated | | | $379,316 |
| 21 | Name: Saga Gabon S.A.<br>Address: Z.P.D. Owendo Bp72<br>Libreville Gabon Gabon Ga | Name: Saga Gabon S.A.<br>Phone: 241-702082<br>Fax: 241-701207<br>Email: - | Trade | Liquidated | | | $368,164 |
| 22 | Name: Regent Tanzania Ltd.<br>Address: P.O. Box 10311<br>964 Olympio Street<br>Upanga Dar - ES - Salaam Dar - ES - Salaam Tanzania TZ | Name: Regent Tanzania Ltd.<br>Phone: -+255 784 540060<br>Fax: - 255 22 2153 297<br>Email: - | Services | Contingent; Unliquidated; Disputed | | | $367,147 |
| 23 | Name: Lobo Leasing SPV A Limited<br>Address: Alexandra House The Sweepstakes Ballsbridge<br>Dublin 4 Ireland IE | Name: Lobo Leasing SPV A Limited<br>Phone: - +353 1 253 0460<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $314,312 |
| 24 | Name: Airbus Helicopters Simulation Center<br>Address: Sultan Abdul Aziz Shah Airport<br>47200 Subang Selangor<br>Malaysia | Name: Airbus Helicopters Simulation Center<br>Phone: - 60378487600<br>Fax: -<br>Email: - | Trade | Liquidated | | | $286,735 |
| 25 | Name: Euroavionics Navigations System GMB<br>Address: Karlsruher Strasse 91<br>DE-75179 Pforzheim<br>Germany | Name: Euroavionics Navigations System GMB<br>Phone: - 00497231586780<br>Fax: -<br>Email: - | Trade | Liquidated | | | $259,696 |
| 26 | Name: Sikorsky Helitech - Australia<br>Address: PO Box 1374 Eagle Farm QLD 4009<br>Australia | Name: Sikorsky Helitech - Australia<br>Phone: - (07)36327000<br>Fax: -<br>Email: - | Trade | Liquidated | | | $229,694 |
| 27 | Name: Composite Technology Inc. USA<br>Address: 1727 South Main Street<br>Grapevine TX 75261<br>USA | Name: Composite Technology Inc. USA<br>Phone: - 0019724566900<br>Fax: -<br>Email: - | Trade | Liquidated | | | $209,014 |
| 28 | Name: DJ Composites Inc.<br>Address: 1 C.L. Dobbin Road Gander Newfoundland &<br>Labrador A1V 2V3<br>Canada | Name: DJ Composites Inc<br>Phone: - 709-256-6111<br>Fax: -<br>Email: - | Trade | Liquidated | | | $201,219 |
| 29 | Name: Matha Janthorn Co. Ltd.<br>Address: 779 Soi Rajchada 18 Rajchadapisek Rd Huey Kwang<br>Bangkok 10310<br>Thailand | Name: Matha Janthorn Co. Ltd<br>Phone: - 02 692 6229<br>Fax: - 02 692 5005<br>Email: - | Services | Liquidated | | | $199,702 |
| 30 | Name: Honeywell International, Phoenix<br>Address: 21111N. 19th Ave.<br>Phoenix AZ 85027-2708<br>USA | Name: Honeywell International, Phoenix<br>Phone: - 0016024366184<br>Fax: -<br>Email: - | Trade | Liquidated | | | $175,607 |

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations Canada (2008) ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ *Other document that requires a declaration* _____

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

Executed on 05/05/2016
MM / DD / YYYY

x /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**
**PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in CHC Group Ltd. ("**CHC Parent**") and its above-captioned debtor affiliates (the "**Non-Parent Debtors**"), as debtors and debtors in possession (collectively, the "**Debtors**").[1] CHC Parent, on behalf of itself and the Non-Parent Debtors, respectfully represent as follows:

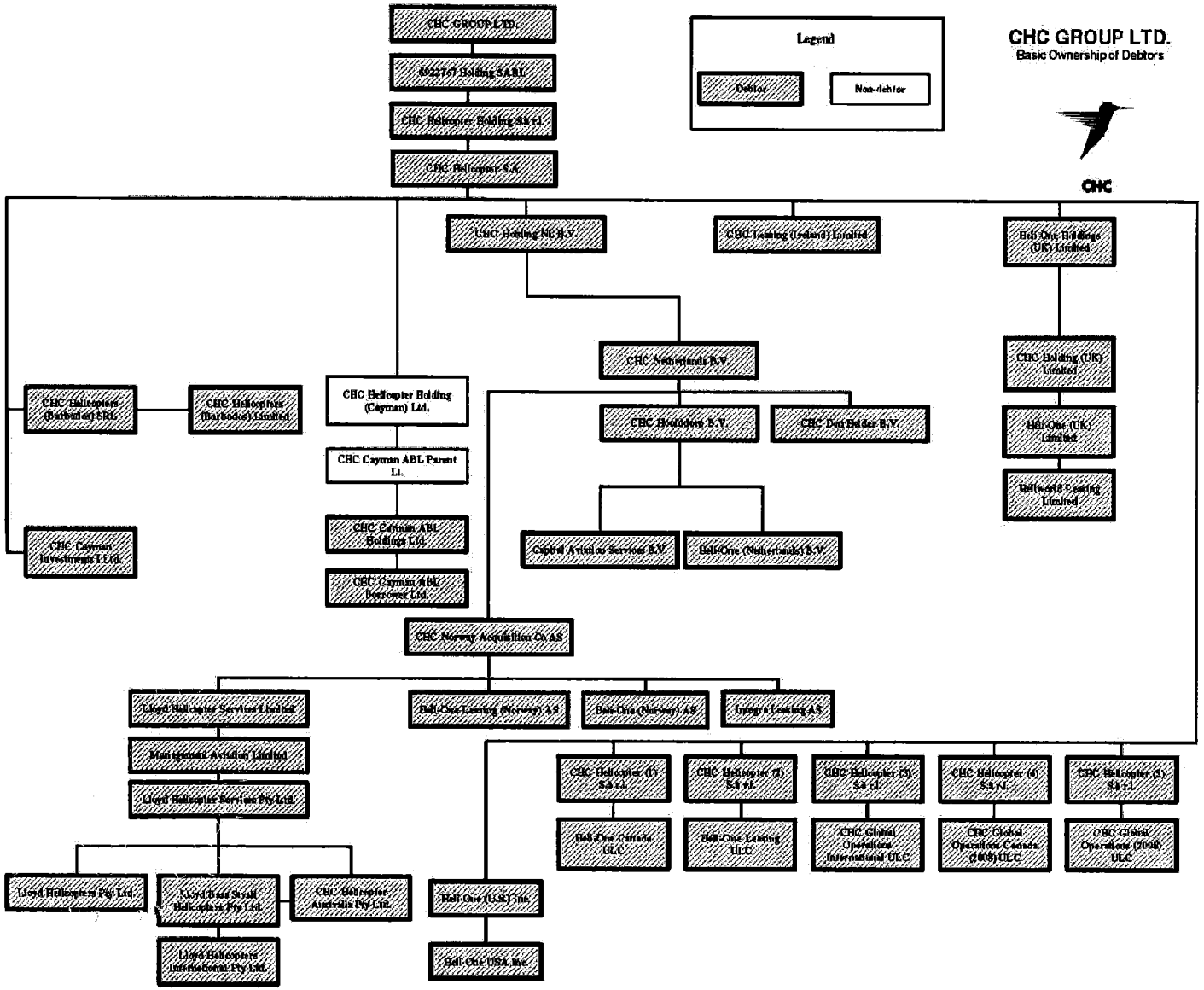
- Each Debtor identified on **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
- CHC Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.

[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 B**.

- CHC Parent's equity securities are publicly held. Clayton Dubilier & Rice, LLC controls 100% of the convertible preferred shares in CHC Parent, representing approximately 49.9% voting stock on an as-converted basis. First Reserve Management, L.P. controls approximately 56.2% of the ordinary shares in CHC Parent, representing approximately 27.3% voting stock on an as-converted basis.

**Exhibit A**

**Organizational Chart**


CHC GROUP LTD.
Legend
Debtor
Non-debtor
CHC GROUP LTD.
Basic Ownership of Debtors
CHC
CHC Helicopter S.A.
CHC Holding NL B.V.
CHC Leasing (Ireland) Limited
Heli-One Holding (UK) Limited
CHC Netherlands B.V.
CHC Holding (UK) Limited
Heli-One (UK) Limited
Helicopter Leasing Limited
CHC Helicopter Holding (Cayman) Ltd.
CHC Cayman ABL Parent Lt.
CHC Cayman ABL Holdings Ltd.
CHC Cayman ABL Borrower Ltd.
CHC Cayman Investments I Ltd.
CHC Helicopters (Barbados) SRL
CHC Helicopters (Barbados) Limited
CHC Heerlen B.V.
CHC Den Helder B.V.
Capital Aviation Services B.V.
Heli-One (Netherlands) B.V.
CHC Norway Acquisition Co AS
Lloyd Helicopter Services Limited
Management Aviation Limited
Lloyd Helicopter Services Pty Ltd.
Heli-One Leasing (Norway) AS
Heli-One (Norway) AS
Integra Leasing AS
CHC Helicopter (1) S.à r.l.
CHC Helicopter (2) S.à r.l.
CHC Helicopter (3) S.à r.l.
CHC Helicopter (4) S.à r.l.
CHC Helicopter (5) S.à r.l.
Heli-One Canada ULC
Heli-One Leasing ULC
CHC Global Operations International ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations (2008) ULC
Lloyd Helicopters Pty Ltd.
Lloyd Bell Sayall Helicopters Pty Ltd.
CHC Helicopter Australia Pty Ltd.
Lloyd Helicopters International Pty Ltd.
Heli-One (USA) Inc.
Heli-One USA Inc.

## Exhibit B

### 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 |
| | |

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations Canada (2008) ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known):

24

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.
WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☑ *Other document that requires a declaration* Corporate Ownership Statement

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

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

25

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

**DECLARATION FOR ELECTRONIC FILING OF BANKRUPTCY PETITION**

**PART I - DECLARATION OF PETITIONER:**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the Chapter of Title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition to be filed electronically in this case and I hereby declare under penalty of perjury that the information provided therein, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within seven (7) business days after the petition has been filed electronically.

☐ ***[Check only if Chapter 7 individual debtor(s) whose debts are primarily consumer debts]*** I am an individual whose debts are primarily consumer debts and who has chosen to file under Chapter 7. I am aware that I may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, understand the relief available under each Chapter, and choose to proceed under Chapter 7.

☑ ***[Check only if debtor is a corporation, partnership or limited liability company]*** I hereby further declare under penalty of perjury that I have been authorized to file the petition on behalf of the debtor in this case.

Date: 05/05/2016 /s/ Robert A. Del Genio _____
Debtor Joint Debtor

*(Revised 1/15/14)*

26

**PART II - DECLARATION OF ATTORNEY:**

I declare ***under penalty of perjury*** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: 05/05/2016 /s/ Stephen A. Youngman
Attorney for Debtor

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 26th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Juanita C Brown Deputy

*(Revised 1/15/14)*

| Fill in this information to identify the case | | | |
|---|---|---|---|
| United States Bankruptcy Court for the: | | | |
| Northern | *District of* | Texas (State) | |
| Case number (*If known*): | | Chapter | 11 |

27

☐ Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16

**If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.**

**1. Debtor's name** CHC Global Operations International ULC

**2. All other names debtor used in the last 8 years**
Include any assumed names, trade names, and *doing business as* names

**See Schedule 1**

**3. Debtor's federal Employer Identification Number** (EIN) 98-1198751

**4. Debtor's address**

**Principal place of business**

4740 Agar Drive
Number Street

Richmond, B.C., Canada V7B 1A3
City State ZIP Code

County

**Mailing address, if different from principal place of business**

600 East Las Colinas Blvd., 10th Floor
Number Street

P.O. Box

Irving TX 75039
City State ZIP Code

**Location of principal assets, if different from principal place of business**

Number Street

City State ZIP Code

**5. Debtor's website** (URL) www.chc.ca

**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

**7. Describe debtor's business**

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. *Check all that apply:*

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4812

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check one:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

- ☒ No
- ☐ Yes District _____ When _____ Case number _____
  MM/ DD/ YYYY
  District _____ When _____ Case number _____
  MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1,

- ☐ No
- ☒ Yes Debtor See Schedule 2 Relationship Affiliates
  District Northern District of Texas When 05/05/2016
  MM / DD/ YYYY
  Case number, if known _____

attach a separate list. 29

**11. Why is the case filed in this district?**

*Check all that apply:*

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

**Where is the property?**

Number Street

City State ZIP Code

**Is the property insured?**

☐ No

☐ Yes. Insurance agency _____
Contact Name _____
Phone _____

## Statistical and administrative information

**13. Debtor's estimation of available funds**

*Check one:*

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ 1-49 | ☐ 1,000-5,000 | ☐ 25,001-50,000 |
| ☐ 50-99 | ☐ 5,001-10,000 | ☐ 50,001-100,000 |
| ☐ 100-199 | ☒ 10,001-25,000 | ☐ More than 100,000 |
| ☐ 200-999 | | |

**15. Estimated assets (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

| | | | |
|---|---|---|---|
| **16. Estimated liabilities** (on a consolidated basis) | ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| | ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| | ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| | ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

## Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/05/2016
MM / DD / YYYY

✘ /s/ Robert A. Del Genio
Signature of authorized representative of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Title

**18. Signature of attorney**

✘ /s/ Stephen A. Youngman
Signature of attorney for debtor

Date 05/05/2016
MM / DD / YYYY

Stephen A. Youngman
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

200 Crescent Court, Suite 300
Number Street

Dallas
City

TX
State

75201
ZIP Code

(214) 746-7700
Contact phone

stephen.youngman@weil.com
Email address

22226600
Bar Number

TX
State

**Schedule 1**

All Other Names Used By the Debtor or Its Affiliates in the Last 8 Years

| Entity | Previous Name(s) |
|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. |
| CHC Global Operations International ULC | CHC Global Operations International Inc. |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC<br>CHC Helicopter Corporation |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited |
| CHC Leasing (Ireland) Limited | Justinvale Limited |
| Heli-One Canada ULC | Heli-One Canada Inc.<br>6976972 Canada Inc. |
| Heli-One Leasing ULC | Heli-One Leasing Inc. |

**Schedule 2**

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

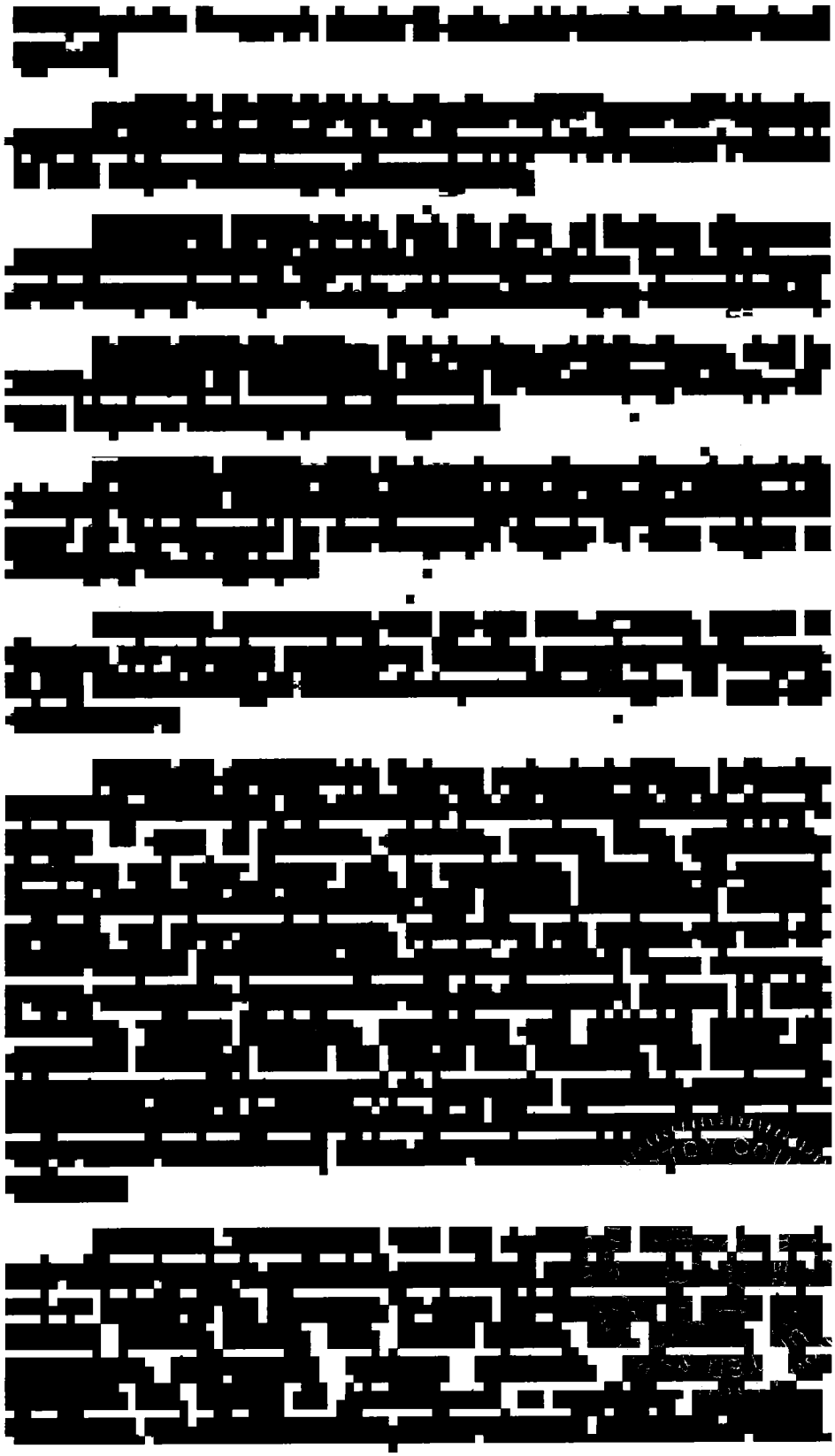
On the date hereof, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| Company |
|---|
| CHC Group Ltd. |
| 6922767 Holding SARL |
| Capital Aviation Services B.V. |
| CHC Cayman ABL Borrower Ltd. |
| CHC Cayman ABL Holdings Ltd. |
| CHC Cayman Investments I Ltd. |
| CHC Den Helder B.V. |
| CHC Global Operations (2008) ULC |
| CHC Global Operations Canada (2008) ULC |
| CHC Global Operations International ULC |
| CHC Helicopter (1) S.à r.l. |
| CHC Helicopter (2) S.à r.l. |
| CHC Helicopter (3) S.à r.l. |
| CHC Helicopter (4) S.à r.l. |
| CHC Helicopter (5) S.à r.l. |
| CHC Helicopter Australia Pty Ltd |
| CHC Helicopter Holding S.à r.l. |
| CHC Helicopter S.A. |
| CHC Helicopters (Barbados) Limited |
| CHC Helicopters (Barbados) SRL |
| CHC Holding (UK) Limited |
| CHC Holding NL B.V. |
| CHC Hoofddorp B.V. |
| CHC Leasing (Ireland) Limited |

| Company |
| --- |
| CHC Netherlands B.V. |
| CHC Norway Acquisition Co AS |
| Heli-One (Netherlands) B.V. |
| Heli-One (Norway) AS |
| Heli-One (U.S.) Inc. |
| Heli-One (UK) Limited |
| Heli-One Canada ULC |
| Heli-One Holdings (UK) Limited |
| Heli-One Leasing (Norway) AS |
| Heli-One Leasing ULC |
| Heli-One USA Inc. |
| Heliworld Leasing Limited |
| Integra Leasing AS |
| Lloyd Bass Strait Helicopters Pty. Ltd. |
| Lloyd Helicopter Services Limited |
| Lloyd Helicopter Services Pty. Ltd. |
| Lloyd Helicopters International Pty. Ltd. |
| Lloyd Helicopters Pty. Ltd. |
| Management Aviation Limited |

[redacted]

[redacted]



[redacted]

[redacted]

[redacted] by all of the directors of the Company as evidenced by the signatures hereto pursuant to the Business Corporations Act ([redacted]), effective as of April 28, 2016.

[redacted]
David Roberts
Director



Gareth Carline
Director



Paul King
Director

40

| Fill in this information to identify the case: |
|---|
| Debtor name CHC Global Operations International ULC |
| United States Bankruptcy Court for the: Northern District of Texas (State) |
| Case number (if known): _____ |

☐ Check if this an amended filing

Official Form 204

## Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders[1]

12/15

**A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.**

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim. If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| | | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| 1 | Name: International Corporate Trust<br>Address: The Bank of New York Mellon 101 Barclay Street, Floor 4 East, New York, NY 10286 | Name: The Bank of New York Mellon<br>Phone: - (412) 234-5000<br>Fax: -<br>Email: - | Unsecured Notes | Liquidated | | | $98,432,780 |
| 2 | Name: McGrigors Pension Trustees Limited<br>Address: 141 Bothwell Street, Glasgow, G2 7EQ | Name: Ian Gordon<br>Phone: 44 (0)141 567 8401<br>Fax: -<br>Email: - | Pensions | Liquidated | | | $66,440,996 |
| 3 | Name: Martello Property Services Inc.<br>Address: 200-808 West Hastings Street, Vancouver, BC, V6C 2X4 | Name: Martello Property Services Inc.<br>Phone: 604-681-6544<br>Fax: 604-681-5114<br>Email: - | Lease Financing Facility | Liquidated | | | $26,586,212 |
| 4 | Name: Finmeccanica S.P.A. Helicopters Div.<br>Address: Warranty Administration Dept Via Per Tornavento 15 21019 Somma Lombardo (Va) | Name: Finmeccanica S.P.A. Helicopters Div.<br>Phone: 00390331711288<br>Fax: 00390331711377<br>Email: daniele.romiti@finmeccanica.com | Trade | Liquidated | | | $4,956,652 |
| 5 | Name: Airbus Helicopters<br>Address: Aeroport International Marseille Province Fr-13725 Marignane Cedex | Name: Airbus Helicopters<br>Phone: 003342858585<br>Fax: 003342859996<br>Email: guillaume.faury@airbus.com | Trade | Disputed | | May be subject to asserted setoff | $4,145,055 |
| 6 | Name: Sikorsky Commerical Inc. (HSI)<br>Address: P.O. BOX 111068 Trumbull, CT 06611-0868 | Name: Sikorsky Commerical Inc. (HSI)<br>Phone: 203-416-4000<br>Fax: 203-416-4291<br>Email: danielschultz@sikorsky.com | Trade | Disputed | | May be subject to asserted setoff | $3,076,829 |

[1] Although certain secured creditors may have unsecured deficiency claims depending on the value of their collateral, such a determination has not been made at this time. Therefore, such creditors are not included on this list.

[2] This List of Creditors Who Have the 30 Largest Unsecured Claims is presented on a consolidated basis for each of the Debtors.

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 7 | Name: Coface – Parilease SAS<br>Address: 16 rue de Hanovre<br>Paris 75002<br>France | Name: Coface – Parilease SAS<br>Phone: +33 1 43 16 86 52<br>Fax: +33 1 4298 1203<br>Email: | Lease | Unliquidated | | May be subject to asserted setoff | $2,197,611 |
| 8 | Name: CAE<br>Address: 2025 Logistics Drive Mississauga Ontario L5S 1Z9 L5S 1Z9 Canada CA L5S 1Z9 | Name: CAE<br>Phone: - 905-672-8650<br>Fax: 514-734-5682<br>Email: nelson.camacho@cae.com | Services | Unliquidated Disputed | | May be subject to asserted setoff | $2,132,219 |
| 9 | Name: Waypoint Asset Company (Ireland) Ltd<br>Address: 25/28 North Wall Quay<br>Dublin 1 Ireland IE | Name: Waypoint Asset Company (Ireland) Ltd<br>Phone: +353 61 633333<br>Fax: +353 61 633334<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,320,087 |
| 10 | Name: Turbomeca<br>Address: Technopole Izarbel Bp4 64210 Bidart, France | Name: Turbomeca<br>Phone: - +(33) 5 59 12 50 72<br>Fax: - 0033559125491<br>Email: bruno.even@turbomeca.fr | Trade | Unliquidated | | | $1,185,968 |
| 11 | Name: TMC International Ltd<br>Address: 2-1-15 Hiroo Shibuya-ku JP-Tokyo 150-0012 Japan | Name: TMC International Ltd<br>Phone: +81-3-3400-5188<br>Fax: +81-3-5778-4888<br>Email: - | Services | Unliquidated | | | $1,048,444 |
| 12 | Name: Milestone Aviation Group<br>Address: Block 4 The Harcourt Centre Harcourt Road Dublin 2 Ireland | Name: Milestone Aviation Group<br>Phone: - +353 1 216 5700<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,020,158 |
| 13 | Name: Ruag Switzerland Ltd<br>Address: Ruag Aviation Seetalstrasse 175 Ch-6032 Emmen | Name: Ruag Switzerland Ltd<br>Phone: 0041416725050<br>Fax: 0041416725051<br>Email: - | Trade | Liquidated | | | $920,051 |
| 14 | Name: Lombard North Central Plc<br>Address: Lombard House, The Waterfront, Elstree Road Elstree, Hertfordshire WD6 3BS<br>United Kingdom | Name: Lombard North Central Plc<br>Phone: +44 (0) 208 236 7827<br>Fax: +44 207 672 4006<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $777,578 |
| 15 | Name: Sandycove Aviation Limited<br>Address: c/o LCI Helicopters Ireland Ltd 41 Forbes Quay Sir John Rogersons Quay Dublin 2 Ireland IE | Name: Sandycove Aviation Limited<br>Phone: -<br>Fax: -<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $710,371 |
| 16 | Name: GE Capital Equipment Finance Ltd<br>Address: 2630 The Quadrant Aztec West Bristol Bristol BS32 4GQ GB BS32 4GQ | Name: GE Capital Equipment Finance Ltd<br>Phone: 00448702418899<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $686,416 |
| 17 | Name: SACE Lenders - BNP Paribas<br>Address: 21, place du Marche Saint-Honore<br>Paris 75001<br>France | Name: SACE Lenders - BNP Paribas<br>Phone: +33 1 43 16 86 52<br>Fax: - +33 1 4316 8184<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $503,623 |
| 18 | Name: SpareBank1<br>Address: Sjogata 8, 9008 Tromso, PO Box 6801, Langes Tromso 9298<br>Norway | Name: SpareBank1<br>Phone: +47 7762 2372<br>Fax: - +47 7762 2371<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $413,085 |
| 19 | Name: 1027098 BC Ltd.<br>Address: 1376 Sea Lover's Lane, Gabriola, BC, Canada V0R 1X5 | Name: 1027098 BC Ltd.<br>Phone: - 1-250-247-9594<br>Fax: -<br>Email: - | Services | Liquidated | | | $390,000 |

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured. fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 20 | Name: Precision Accessories & Instruments<br>Address: 495 Lake Mirror Road Building 800 Suite G<br>Atlanta, GA 30349 | Name: Precision Accessories & Instruments<br>Phone: 0014047675800<br>Fax: 0014047675900<br>Email: - | Trade | Liquidated | | | $379,316 |
| 21 | Name: Saga Gabon S.A.<br>Address: Z.P.D. Owendo Bp72<br>Libreville Gabon Gabon Ga | Name: Saga Gabon S.A.<br>Phone: 241-702082<br>Fax: 241-701207<br>Email: - | Trade | Liquidated | | | $368,164 |
| 22 | Name: Regent Tanzania Ltd.<br>Address: P.O. Box 10311<br>964 Olympio Street<br>Upanga Dar - ES - Salaam Dar - ES - Salaam Tanzania TZ | Name: Regent Tanzania Ltd.<br>Phone: -+255 784 540060<br>Fax: - 255 22 2153 297<br>Email: - | Services | Contingent; Unliquidated; Disputed | | | $367,147 |
| 23 | Name: Lobo Leasing SPV A Limited<br>Address: Alexandra House The Sweepstakes Ballsbridge<br>Dublin 4 Ireland IE | Name: Lobo Leasing SPV A Limited<br>Phone: - +353 1 253 0460<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $314,312 |
| 24 | Name: Airbus Helicopters Simulation Center<br>Address: Sultan Abdul Aziz Shah Airport<br>47200 Subang Selangor<br>Malaysia | Name: Airbus Helicopters Simulation Center<br>Phone: - 60378487600<br>Fax: -<br>Email: - | Trade | Liquidated | | | $286,735 |
| 25 | Name: Euroavionics Navigations System GMB<br>Address: Karlsruher Strasse 91<br>DE-75179 Pforzheim<br>Germany | Name: Euroavionics Navigations System GMB<br>Phone: - 00497231586760<br>Fax: -<br>Email: - | Trade | Liquidated | | | $259,696 |
| 26 | Name: Sikorsky Helitech - Australia<br>Address: PO Box 1374 Eagle Farm QLD 4009<br>Australia | Name: Sikorsky Helitech - Australia<br>Phone: - (07)36327000<br>Fax: -<br>Email: - | Trade | Liquidated | | | $229,694 |
| 27 | Name: Composite Technology Inc. USA<br>Address: 1727 South Main Street<br>Grapevine TX 75261<br>USA | Name: Composite Technology Inc. USA<br>Phone: - 0019724566900<br>Fax: -<br>Email: - | Trade | Liquidated | | | $209,014 |
| 28 | Name: DJ Composites Inc.<br>Address: 1 C.L. Dobbin Road<br>Gander Newfoundland & Labrador A1V 2V3<br>Canada | Name: DJ Composites Inc<br>Phone: - 709-256-6111<br>Fax: -<br>Email: - | Trade | Liquidated | | | $201,219 |
| 29 | Name: Matha Janthorn Co. Ltd.<br>Address: 779 Soi Rajchada 18<br>Rajchadapisek Rd Huey Kwang<br>Bangkok 10310<br>Thailand | Name: Matha Janthorn Co. Ltd<br>Phone: - 02 692 6229<br>Fax: - 02 692 5005<br>Email: - | Services | Liquidated | | | $199,702 |
| 30 | Name: Honeywell International, Phoenix<br>Address: 21111N. 19th Ave.<br>Phoenix AZ 85027-2708<br>USA | Name: Honeywell International, Phoenix<br>Phone: - 0016024366184<br>Fax: -<br>Email: - | Trade | Liquidated | | | $175,607 |

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations International ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☐ *Other document that requires a declaration* _____

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**
**PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in CHC Group Ltd. ("**CHC Parent**") and its above-captioned debtor affiliates (the "**Non-Parent Debtors**"), as debtors and debtors in possession (collectively, the "**Debtors**").[1] CHC Parent, on behalf of itself and the Non-Parent Debtors, respectfully represent as follows:

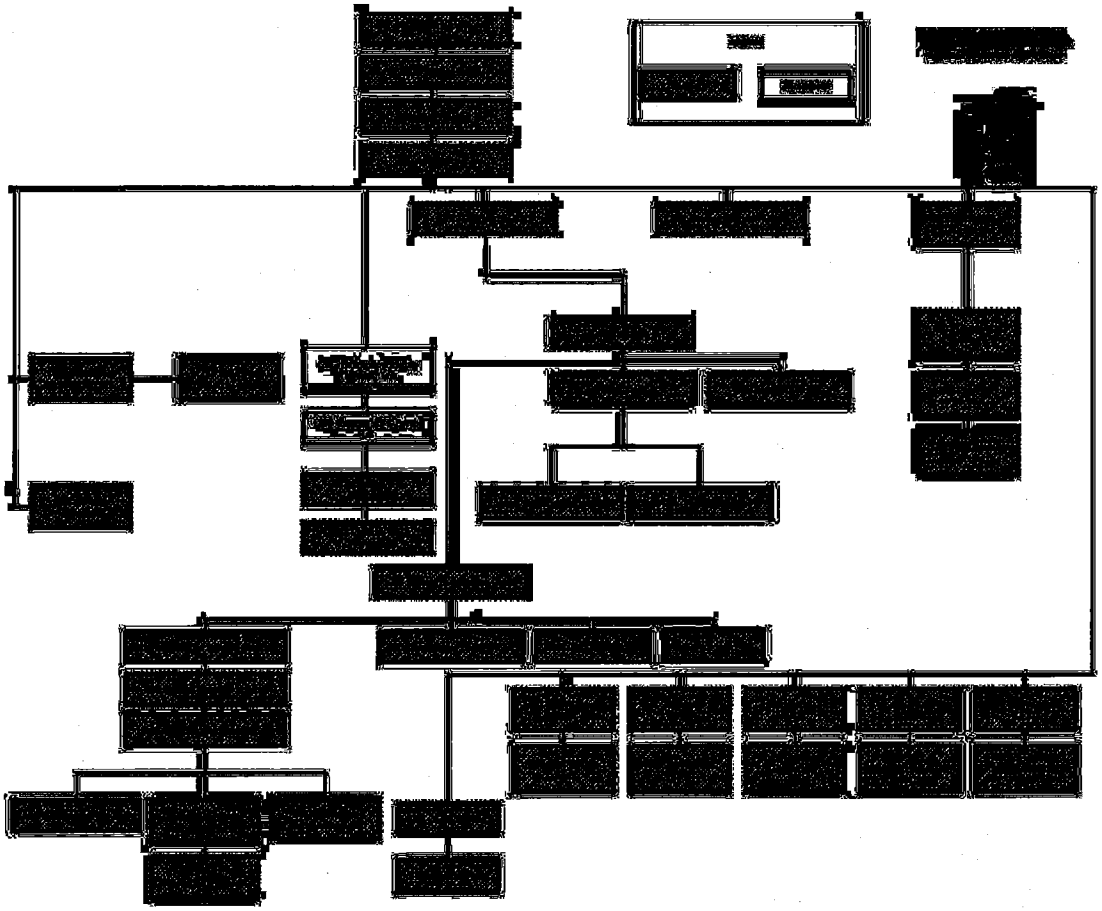
- Each Debtor identified on **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
- CHC Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.

[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 B**.

- CHC Parent's equity securities are publicly held. Clayton Dubilier & Rice, LLC controls 100% of the convertible preferred shares in CHC Parent, representing approximately 49.9% voting stock on an as-converted basis. First Reserve Management, L.P. controls approximately 56.2% of the ordinary shares in CHC Parent, representing approximately 27.3% voting stock on an as-converted basis.

**Exhibit A**

**Organizational Chart**



## Exhibit B

### 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 |
| | |

49

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations International ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.
WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☑ *Other document that requires a declaration* Corporate Ownership Statement

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

Executed on 05/05/2016
MM / DD / YYYY

x /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

50

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

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

**DECLARATION FOR ELECTRONIC FILING OF BANKRUPTCY PETITION**

**PART I - DECLARATION OF PETITIONER:**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the Chapter of Title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition to be filed electronically in this case and I hereby declare under penalty of perjury that the information provided therein, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within seven (7) business days after the petition has been filed electronically.

☐ ***[Check only if Chapter 7 individual debtor(s) whose debts are primarily consumer debts]*** I am an individual whose debts are primarily consumer debts and who has chosen to file under Chapter 7. I am aware that I may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, understand the relief available under each Chapter, and choose to proceed under Chapter 7.

☑ ***[Check only if debtor is a corporation, partnership or limited liability company]*** I hereby further declare under penalty of perjury that I have been authorized to file the petition on behalf of the debtor in this case.

Date: 05/05/2016 /s/ Robert A. Del Genio _____
Debtor Joint Debtor

*(Revised 1/15/14)*

**PART II - DECLARATION OF ATTORNEY:** 51

I declare ***under penalty of perjury*** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: 05/05/2016 /s/ Stephen A. Youngman
Attorney for Debtor

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 26th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Pamela C Brown Deputy

*(Revised 1/15/14)*

| Fill in this information to identify the case | |
|---|---|
| United States Bankruptcy Court for the: | |
| Northern | *District of* Texas (State) |
| Case number (*If known*): | Chapter 11 |

52

☐ Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16

**If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.**

**1. Debtor's name** CHC Global Operations (2008) ULC

**2. All other names debtor used in the last 8 years**
Include any assumed names, trade names, and *doing business as* names
**See Schedule 1**

**3. Debtor's federal Employer Identification Number** (EIN) 98-1197214

**4. Debtor's address**

**Principal place of business**

4740 Agar Drive
Number Street

Richmond, B.C., Canada V7B 1A3
City State ZIP Code

County

**Mailing address, if different from principal place of business**

600 East Las Colinas Blvd., 10th Floor
Number Street

P.O. Box

Irving TX 75039
City State ZIP Code

**Location of principal assets, if different from principal place of business**

Number Street

City State ZIP Code

**5. Debtor's website** (URL) www.chc.ca

**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

**7. Describe debtor's business**

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. *Check all that apply:*

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4812

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check one:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

- ☒ No
- ☐ Yes District _____ When _____ Case number _____
  MM/ DD/ YYYY
  District _____ When _____ Case number _____
  MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1,

- ☐ No
- ☒ Yes Debtor See Schedule 2 Relationship Affiliates
  District Northern District of Texas When 05/05/2016
  MM / DD/ YYYY
  Case number, if known _____

attach a separate list. 54

**11. Why is the case filed in this district?**

*Check all that apply:*

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

**Where is the property?**

Number Street

City State ZIP Code

**Is the property insured?**

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact Name _____
  Phone _____

## Statistical and administrative information

**13. Debtor's estimation of available funds**

*Check one:*

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ 1-49 | ☐ 1,000-5,000 | ☐ 25,001-50,000 |
| ☐ 50-99 | ☐ 5,001-10,000 | ☐ 50,001-100,000 |
| ☐ 100-199 | ☒ 10,001-25,000 | ☐ More than 100,000 |
| ☐ 200-999 | | |

**15. Estimated assets (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

**16. Estimated liabilities** (on a consolidated basis)

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

## Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/05/2016
MM / DD / YYYY

✘ /s/ Robert A. Del Genio
Signature of authorized representative of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Title

**18. Signature of attorney**

✘ /s/ Stephen A. Youngman
Signature of attorney for debtor

Date 05/05/2016
MM / DD / YYYY

Stephen A. Youngman
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

200 Crescent Court, Suite 300
Number Street

Dallas
City

TX
State

75201
ZIP Code

(214) 746-7700
Contact phone

stephen.youngman@weil.com
Email address

22226600
Bar Number

TX
State

**Schedule 1**

All Other Names Used By the Debtor or Its Affiliates in the Last 8 Years

| Entity | Previous Name(s) |
|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. |
| CHC Global Operations International ULC | CHC Global Operations International Inc. |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC<br>CHC Helicopter Corporation |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited |
| CHC Leasing (Ireland) Limited | Justinvale Limited |
| Heli-One Canada ULC | Heli-One Canada Inc.<br>6976972 Canada Inc. |
| Heli-One Leasing ULC | Heli-One Leasing Inc. |

## Schedule 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| Company |
|---|
| CHC Group Ltd. |
| 6922767 Holding SARL |
| Capital Aviation Services B.V. |
| CHC Cayman ABL Borrower Ltd. |
| CHC Cayman ABL Holdings Ltd. |
| CHC Cayman Investments I Ltd. |
| CHC Den Helder B.V. |
| CHC Global Operations (2008) ULC |
| CHC Global Operations Canada (2008) ULC |
| CHC Global Operations International ULC |
| CHC Helicopter (1) S.à r.l. |
| CHC Helicopter (2) S.à r.l. |
| CHC Helicopter (3) S.à r.l. |
| CHC Helicopter (4) S.à r.l. |
| CHC Helicopter (5) S.à r.l. |
| CHC Helicopter Australia Pty Ltd |
| CHC Helicopter Holding S.à r.l. |
| CHC Helicopter S.A. |
| CHC Helicopters (Barbados) Limited |
| CHC Helicopters (Barbados) SRL |
| CHC Holding (UK) Limited |
| CHC Holding NL B.V. |
| CHC Hoofddorp B.V. |
| CHC Leasing (Ireland) Limited |

| Company |
| --- |
| CHC Netherlands B.V. |
| CHC Norway Acquisition Co AS |
| Heli-One (Netherlands) B.V. |
| Heli-One (Norway) AS |
| Heli-One (U.S.) Inc. |
| Heli-One (UK) Limited |
| Heli-One Canada ULC |
| Heli-One Holdings (UK) Limited |
| Heli-One Leasing (Norway) AS |
| Heli-One Leasing ULC |
| Heli-One USA Inc. |
| Heliworld Leasing Limited |
| Integra Leasing AS |
| Lloyd Bass Strait Helicopters Pty. Ltd. |
| Lloyd Helicopter Services Limited |
| Lloyd Helicopter Services Pty. Ltd. |
| Lloyd Helicopters International Pty. Ltd. |
| Lloyd Helicopters Pty. Ltd. |
| Management Aviation Limited |

**CHC GLOBAL OPERATIONS (2008) ULC**

**CONSENT WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY**

WHEREAS, CHC Global Operations (2008) ULC, a British Columbia unlimited liability corporation (the ***"Company"***), is an indirect subsidiary of CHC Group Ltd., a Cayman Islands exempted company (***"CHC"***);

WHEREAS, CHC and certain of its subsidiaries and affiliates are considering commencing cases under chapter 11 of title 11 of the United States Code (the ***"Bankruptcy Code"***) in the United States Bankruptcy Court for the Northern District of Texas (the ***"Bankruptcy Court"***);

WHEREAS, all of the directors of the Company (the ***"Board"***), having received and considered advice from the Company's legal and financial advisors, and having considered the interests of the Company's creditors, employees, and other stakeholders and interested parties, deem it desirable and in the best interests of the Company to commence a case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

COMMENCEMENT OF CHAPTER 11 CASE

NOW, THEREFORE, BE IT RESOLVED, that, if the board of directors of CHC resolves to authorize CHC's officers and directors to file a chapter 11 petition on behalf of CHC, upon such board of directors' authorization, Karl Fessenden, Hooman Yazhari, Lee Eckert, Nicolas Stable, Robert A. Del Genio, Gareth Carline, Paul King, any of the directors and officers of the Company as listed on the Company's register of directors and officers, and any other person designated and so authorized to act (each, an ***"Authorized Officer"***) be, and each of them hereby is, empowered, authorized, and directed, in the name and on behalf of the Company, to execute and verify a petition under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time that the Authorized Officer executing the same shall determine;

RETENTION OF ADVISORS

FURTHER RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby employed as counsel for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Debevoise & Plimpton LLP is hereby employed as special aircraft counsel for the

Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of PJT Partners LP is hereby employed as investment banker for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of Seabury Corporate Advisors LLC is hereby employed as financial advisor for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of CDG Group, LLC is hereby employed as restructuring advisor in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that Kurtzman Carson Consultants LLC is hereby employed as (i) claims and noticing agent, and (ii) administrative agent for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Blake, Cassels & Graydon LLP is hereby employed as Canadian counsel for the Company in any matters arising in Canada in respect of the Chapter 11 case and related matters;

FURTHER RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed to execute and file in the Company's chapter 11 case, all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to engage, employ, and retain all assistance by legal counsel, accountants, financial advisors, and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case, including, without limitation, negotiating and obtaining debtor in possession financing and/or the use of cash collateral, and executing, delivering and performing any and all documents, agreements, certificates, and/or instruments in connection with such debtor in possession financing and/or use of cash collateral, with a view to the successful prosecution of such case;

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file, and/or record, and perform, such agreements, instruments, motions, affidavits, applications for approvals and rulings of governmental or regulatory authorities,

certificates, and other documents, and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper, or desirable in connection with the Company's chapter 11 case;

GENERAL RESOLUTIONS

FURTHER RESOLVED, that all prior actions taken by any Authorized Officer, officer or agent for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorizations, instructions, releases, waivers, proxies, instruments and other documents (whether of a like nature or not) and the payment of any and all related fees and expenses be confirmed, ratified, and approved in all respects;

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, for and on behalf of the Company, to take any and all actions, to negotiate and enter into agreements and amendments to agreements, to perform all such acts and deeds, to execute, file, deliver, or record in the name of and on behalf of the Company, all such certificates, instruments, agreements, and other documents, and to make all such payments as they, in their judgment, may deem necessary, advisable, or appropriate in order to carry out the purpose and intent of the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements, and documents;

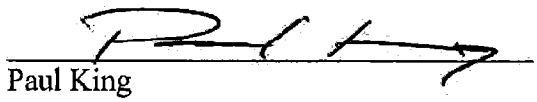
FURTHER RESOLVED, that these resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of these resolutions by facsimile, and any such copy shall be deemed to be an original.

[*Signatures appear on the following pages*]

The foregoing resolutions are consented to by all of the directors of the Company as evidenced by the signatures hereto pursuant to the *Business Corporations Act* (British Columbia) effective as of April 28, 2016.



Gareth Carline
Director



Paul King
Director

64

| Fill in this information to identify the case: |
|---|
| Debtor name CHC Global Operations (2008) ULC |
| United States Bankruptcy Court for the: Northern District of Texas (State) |
| Case number (if known): _____ |

☐ Check if this an amended filing

Official Form 204

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders[1]** 12/15

**A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.**

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| | | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| 1 | Name: International Corporate Trust<br>Address: The Bank of New York Mellon 101 Barclay Street, Floor 4 East, New York, NY 10286 | Name: The Bank of New York Mellon<br>Phone: - (412) 234-5000<br>Fax: -<br>Email: - | Unsecured Notes | Liquidated | | | $98,432,780 |
| 2 | Name: McGrigors Pension Trustees Limited<br>Address: 141 Bothwell Street, Glasgow, G2 7EQ | Name: Ian Gordon<br>Phone: 44 (0)141 567 8401<br>Fax: -<br>Email: - | Pensions | Liquidated | | | $66,440,996 |
| 3 | Name: Martello Property Services Inc.<br>Address: 200-808 West Hastings Street, Vancouver, BC, V6C 2X4 | Name: Martello Property Services Inc.<br>Phone: 604-681-6544<br>Fax: 604-681-5114<br>Email: - | Lease Financing Facility | Liquidated | | | $26,586,212 |
| 4 | Name: Finmeccanica S.P.A. Helicopters Div.<br>Address: Warranty Administration Dept Via Per Tornavento 15 21019 Somma Lombardo (Va) | Name: Finmeccanica S.P.A. Helicopters Div.<br>Phone: 00390331711288<br>Fax: 00390331711377<br>Email: daniele.romiti@finmeccanica.com | Trade | Liquidated | | | $4,956,652 |
| 5 | Name: Airbus Helicopters<br>Address: Aeroport International Marseille Province Fr-13725 Marignane Cedex | Name: Airbus Helicopters<br>Phone: 003342858585<br>Fax: 003342859996<br>Email: guillaume.faury@airbus.com | Trade | Disputed | | May be subject to asserted setoff | $4,145,055 |
| 6 | Name: Sikorsky Commerical Inc. (HSI)<br>Address: P.O. BOX 111068 Trumbull, CT 06611-0868 | Name: Sikorsky Commerical Inc. (HSI)<br>Phone: 203-416-4000<br>Fax: 203-416-4291<br>Email: danielschultz@sikorsky.com | Trade | Disputed | | May be subject to asserted setoff | $3,076,829 |

[1] Although certain secured creditors may have unsecured deficiency claims depending on the value of their collateral, such a determination has not been made at this time. Therefore, such creditors are not included on this list.

[2] This List of Creditors Who Have the 30 Largest Unsecured Claims is presented on a consolidated basis for each of the Debtors.

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 7 | Name: Coface – Parilease SAS<br>Address: 16 rue de Hanovre<br>Paris 75002<br>France | Name: Coface – Parilease SAS<br>Phone: +33 1 43 16 86 52<br>Fax: +33 1 4298 1203<br>Email: | Lease | Unliquidated | | May be subject to asserted setoff | $2,197,611 |
| 8 | Name: CAE<br>Address: 2025 Logistics Drive Mississauga Ontario L5S 1Z9 L5S 1Z9 Canada CA L5S 1Z9 | Name: CAE<br>Phone: - 905-672-8650<br>Fax: 514-734-5682<br>Email: nelson.camacho@cae.com | Services | Unliquidated Disputed | | May be subject to asserted setoff | $2,132,219 |
| 9 | Name: Waypoint Asset Company (Ireland) Ltd<br>Address: 25/28 North Wall Quay<br>Dublin 1 Ireland IE | Name: Waypoint Asset Company (Ireland) Ltd<br>Phone: +353 61 633333<br>Fax: +353 61 633334<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,320,087 |
| 10 | Name: Turbomeca<br>Address: Technopole Izarbel Bp4 64210 Bidart, France | Name: Turbomeca<br>Phone: - +(33) 5 59 12 50 72<br>Fax: - 0033559125491<br>Email: bruno.even@turbomeca.fr | Trade | Unliquidated | | | $1,185,968 |
| 11 | Name: TMC International Ltd<br>Address: 2-1-15 Hiroo Shibuya-ku JP-Tokyo 150-0012 Japan | Name: TMC International Ltd<br>Phone: +81-3-3400-5188<br>Fax: +81-3-5778-4888<br>Email: - | Services | Unliquidated | | | $1,048,444 |
| 12 | Name: Milestone Aviation Group<br>Address: Block 4 The Harcourt Centre Harcourt Road Dublin 2 Ireland | Name: Milestone Aviation Group<br>Phone: - +353 1 216 5700<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,020,158 |
| 13 | Name: Ruag Switzerland Ltd<br>Address: Ruag Aviation Seetalstrasse 175 Ch-6032 Emmen | Name: Ruag Switzerland Ltd<br>Phone: 0041416725050<br>Fax: 0041416725051<br>Email: - | Trade | Liquidated | | | $920,051 |
| 14 | Name: Lombard North Central Plc<br>Address: Lombard House, The Waterfront, Elstree Road Elstree, Hertfordshire WD6 3BS<br>United Kingdom | Name: Lombard North Central Plc<br>Phone: +44 (0) 208 236 7827<br>Fax: +44 207 672 4006<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $777,578 |
| 15 | Name: Sandycove Aviation Limited<br>Address: c/o LCI Helicopters Ireland Ltd 41 Forbes Quay Sir John Rogersons Quay Dublin 2 Ireland IE | Name: Sandycove Aviation Limited<br>Phone: -<br>Fax: -<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $710,371 |
| 16 | Name: GE Capital Equipment Finance Ltd<br>Address: 2630 The Quadrant Aztec West Bristol Bristol BS32 4GQ GB BS32 4GQ | Name: GE Capital Equipment Finance Ltd<br>Phone: 00448702418899<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $686,416 |
| 17 | Name: SACE Lenders - BNP Paribas<br>Address: 21, place du Marche Saint-Honore<br>Paris 75001<br>France | Name: SACE Lenders - BNP Paribas<br>Phone: +33 1 43 16 86 52<br>Fax: - +33 1 4316 8184<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $503,623 |
| 18 | Name: SpareBank1<br>Address: Sjogata 8, 9008 Tromso, PO Box 6801, Langes Tromso 9298<br>Norway | Name: SpareBank1<br>Phone: +47 7762 2372<br>Fax: - +47 7762 2371<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $413,085 |
| 19 | Name: 1027098 BC Ltd.<br>Address: 1376 Sea Lover's Lane, Gabriola, BC, Canada V0R 1X5 | Name: 1027098 BC Ltd.<br>Phone: - 1-250-247-9594<br>Fax: -<br>Email: - | Services | Liquidated | | | $390,000 |

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 20 | Name: Precision Accessories & Instruments<br>Address: 495 Lake Mirror Road Building 800 Suite G<br>Atlanta, GA 30349 | Name: Precision Accessories & Instruments<br>Phone: 0014047675800<br>Fax: 0014047675900<br>Email: - | Trade | Liquidated | | | $379,316 |
| 21 | Name: Saga Gabon S.A.<br>Address: Z.P.D. Owendo Bp72<br>Libreville Gabon Gabon Ga | Name: Saga Gabon S.A.<br>Phone: 241-702082<br>Fax: 241-701207<br>Email: - | Trade | Liquidated | | | $368,164 |
| 22 | Name: Regent Tanzania Ltd.<br>Address: P.O. Box 10311<br>964 Olympio Street<br>Upanga Dar - ES - Salaam Dar - ES - Salaam Tanzania TZ | Name: Regent Tanzania Ltd.<br>Phone: -+255 784 540060<br>Fax: - 255 22 2153 297<br>Email: - | Services | Contingent; Unliquidated; Disputed | | | $367,147 |
| 23 | Name: Lobo Leasing SPV A Limited<br>Address: Alexandra House The Sweepstakes Ballsbridge<br>Dublin 4 Ireland IE | Name: Lobo Leasing SPV A Limited<br>Phone: - +353 1 253 0460<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $314,312 |
| 24 | Name: Airbus Helicopters Simulation Center<br>Address: Sultan Abdul Aziz Shah Airport<br>47200 Subang Selangor<br>Malaysia | Name: Airbus Helicopters Simulation Center<br>Phone: - 60378487600<br>Fax: -<br>Email: - | Trade | Liquidated | | | $286,735 |
| 25 | Name: Euroavionics Navigations System GMB<br>Address: Karlsruher Strasse 91<br>DE-75179 Pforzheim<br>Germany | Name: Euroavionics Navigations System GMB<br>Phone: - 00497231586780<br>Fax: -<br>Email: - | Trade | Liquidated | | | $259,696 |
| 26 | Name: Sikorsky Helitech - Australia<br>Address: PO Box 1374 Eagle Farm QLD 4009<br>Australia | Name: Sikorsky Helitech - Australia<br>Phone: - (07)36327000<br>Fax: -<br>Email: - | Trade | Liquidated | | | $229,694 |
| 27 | Name: Composite Technology Inc. USA<br>Address: 1727 South Main Street<br>Grapevine TX 75261<br>USA | Name: Composite Technology Inc. USA<br>Phone: - 0019724566900<br>Fax: -<br>Email: - | Trade | Liquidated | | | $209,014 |
| 28 | Name: DJ Composites Inc.<br>Address: 1 C.L. Dobbin Road<br>Gander Newfoundland & Labrador A1V 2V3<br>Canada | Name: DJ Composites Inc<br>Phone: - 709-256-6111<br>Fax: -<br>Email: - | Trade | Liquidated | | | $201,219 |
| 29 | Name: Matha Janthorn Co. Ltd.<br>Address: 779 Soi Rajchada 18<br>Rajchadapisek Rd Huey Kwang<br>Bangkok 10310<br>Thailand | Name: Matha Janthorn Co. Ltd<br>Phone: - 02 692 6229<br>Fax: - 02 692 5005<br>Email: - | Services | Liquidated | | | $199,702 |
| 30 | Name: Honeywell International, Phoenix<br>Address: 21111N. 19th Ave.<br>Phoenix AZ 85027-2708<br>USA | Name: Honeywell International, Phoenix<br>Phone: - 0016024366184<br>Fax: -<br>Email: - | Trade | Liquidated | | | $175,607 |

67

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations (2008) ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☐ *Other document that requires a declaration* _____

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**
**PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in CHC Group Ltd. ("**CHC Parent**") and its above-captioned debtor affiliates (the "**Non-Parent Debtors**"), as debtors and debtors in possession (collectively, the "**Debtors**").[1] CHC Parent, on behalf of itself and the Non-Parent Debtors, respectfully represent as follows:

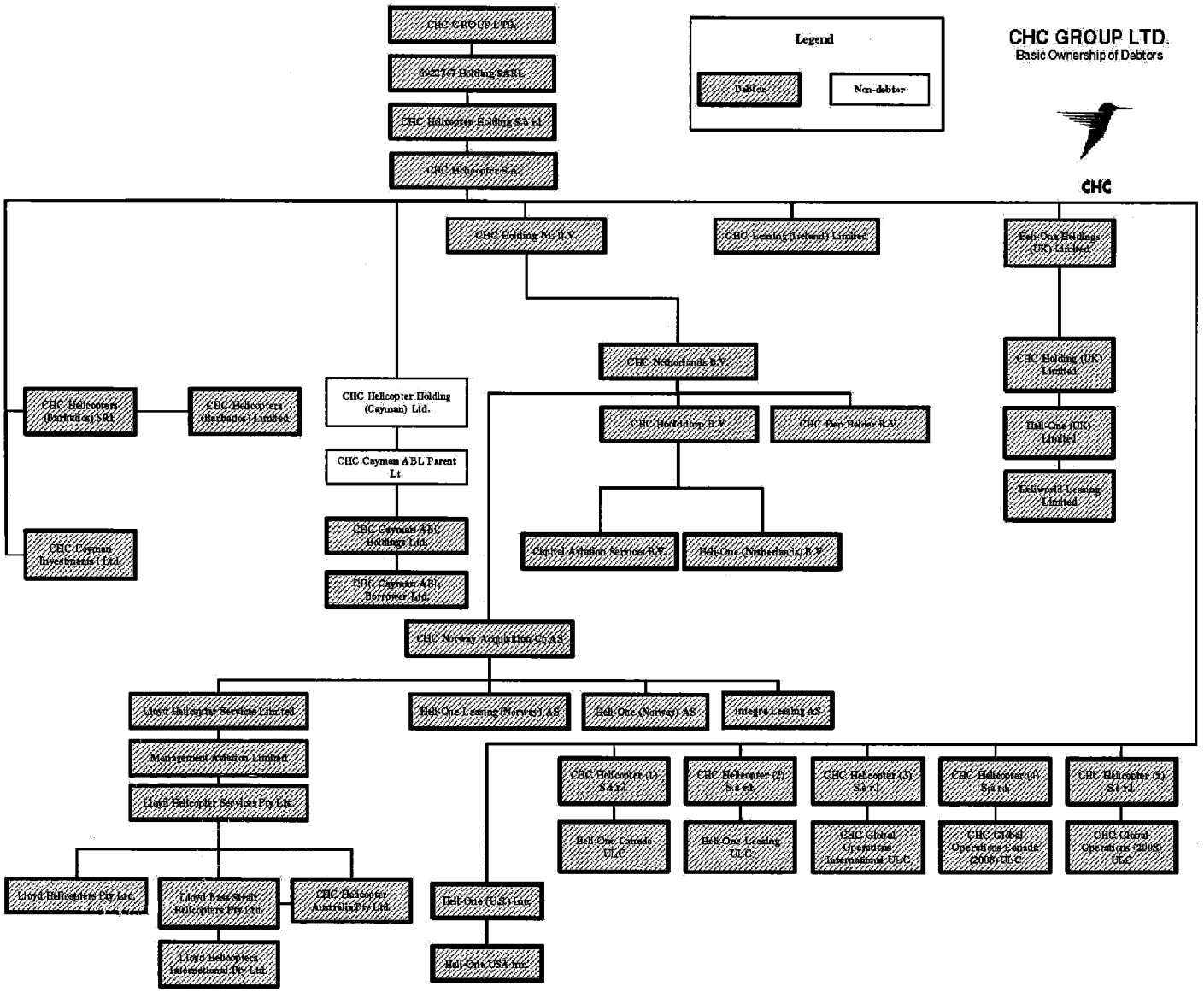
- Each Debtor identified on **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
- CHC Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.

[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 B**.

- CHC Parent's equity securities are publicly held. Clayton Dubilier & Rice, LLC controls 100% of the convertible preferred shares in CHC Parent, representing approximately 49.9% voting stock on an as-converted basis. First Reserve Management, L.P. controls approximately 56.2% of the ordinary shares in CHC Parent, representing approximately 27.3% voting stock on an as-converted basis.

**Exhibit A**

**Organizational Chart**


CHC GROUP LTD.
Legend
Debtor
Non-debtor
CHC GROUP LTD.
Basic Ownership of Debtors
CHC
6621767 Holding SARL
CHC Helicopter Holding SA s.à.
CHC Helicopter S.A.
CHC Holding NL B.V.
CHC Leasing (Ireland) Limited
Heli-One Holdings (UK) Limited
CHC Netherlands B.V.
CHC Holding (UK) Limited
Heli-One (UK) Limited
Helicopter Leasing Limited
CHC Helicopters (Barbados) SRL
CHC Helicopters (Barbados) Limited
CHC Helicopter Holding (Cayman) Ltd.
CHC Cayman ABL Parent Lt.
CHC Cayman ABL Holdings Ltd.
CHC Cayman ABL Borrower Ltd.
CHC Cayman Investments I Ltd.
CHC Holdings B.V.
CHC Peru Helicopters B.V.
Capital Aviation Services B.V.
Heli-One (Netherlands) B.V.
CHC Norway Acquisition Co AS
Lloyd Helicopter Services Limited
Management Aviation Limited
Lloyd Helicopter Services Pty Ltd.
Heli-One Leasing (Norway) AS
Heli-One (Norway) AS
Integra Leasing AS
CHC Helicopter (1) S.à r.l.
CHC Helicopter (2) S.à r.l.
CHC Helicopter (3) S.à r.l.
CHC Helicopter (4) S.à r.l.
CHC Helicopter (5) S.à r.l.
Heli-One Canada ULC
Heli-One Leasing ULC
CHC Global Operations International ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations (2008) ULC
Lloyd Helicopters Pty Ltd.
Lloyd Bass Strait Helicopters Pty Ltd.
CHC Helicopter Australia Pty Ltd.
Lloyd Helicopters International Pty Ltd.
Heli-One (US) Inc.
Heli-One USA Inc.

## Exhibit B

### 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 |
| | |

**Fill in this information to identify the case and this filing:**

Debtor Name CHC Global Operations (2008) ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

73

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.
WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☑ *Other document that requires a declaration* Corporate Ownership Statement

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

74

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

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

**DECLARATION FOR ELECTRONIC FILING OF BANKRUPTCY PETITION**

**PART I - DECLARATION OF PETITIONER:**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the Chapter of Title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition to be filed electronically in this case and I hereby declare under penalty of perjury that the information provided therein, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within seven (7) business days after the petition has been filed electronically.

☐ ***[Check only if Chapter 7 individual debtor(s) whose debts are primarily consumer debts]*** I am an individual whose debts are primarily consumer debts and who has chosen to file under Chapter 7. I am aware that I may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, understand the relief available under each Chapter, and choose to proceed under Chapter 7.

☑ ***[Check only if debtor is a corporation, partnership or limited liability company]*** I hereby further declare under penalty of perjury that I have been authorized to file the petition on behalf of the debtor in this case.

Date: 05/05/2016 /s/ Robert A. Del Genio _____
Debtor

_____
Joint Debtor

*(Revised 1/15/14)*

**PART II - DECLARATION OF ATTORNEY:**

75

I declare ***under penalty of perjury*** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: 05/05/2016 /s/ Stephen A. Youngman
Attorney for Debtor

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 26th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Almita C. Brown, Deputy

*(Revised 1/15/14)*

| Fill in this information to identify the case | |
|---|---|
| United States Bankruptcy Court for the: | |
| Northern | *District of* Texas (State) |
| Case number (*If known*): | Chapter 11 |

76

☐ Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16

**If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.**

**1. Debtor's name** Heli-One Leasing ULC

**2. All other names debtor used in the last 8 years**
Include any assumed names, trade names, and *doing business as* names — **See Schedule 1**

**3. Debtor's federal Employer Identification Number** (EIN) N/A

**4. Debtor's address**

**Principal place of business**

4740 Agar Drive
Number Street

Richmond, B.C., Canada V7B 1A3
City State ZIP Code

County

**Mailing address, if different from principal place of business**

600 East Las Colinas Blvd., 10th Floor
Number Street

P.O. Box

Irving TX 75039
City State ZIP Code

**Location of principal assets, if different from principal place of business**

Number Street

City State ZIP Code

**5. Debtor's website** (URL) www.chc.ca

**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

**7. Describe debtor's business**

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. *Check all that apply:*

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4812

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check one:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

- ☒ No
- ☐ Yes District _____ When _____ Case number _____
  MM/ DD/ YYYY
  District _____ When _____ Case number _____
  MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1,

- ☐ No
- ☒ Yes Debtor See Schedule 2 Relationship Affiliates
  District Northern District of Texas When 05/05/2016
  MM / DD/ YYYY
  Case number, if known _____

attach a separate list. 78

**11. Why is the case filed in this district?**

*Check all that apply:*

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

**Where is the property?**

Number Street

City State ZIP Code

**Is the property insured?**

☐ No

☐ Yes. Insurance agency _____
Contact Name _____
Phone _____

## Statistical and administrative information

**13. Debtor's estimation of available funds**

*Check one:*

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ 1-49 | ☐ 1,000-5,000 | ☐ 25,001-50,000 |
| ☐ 50-99 | ☐ 5,001-10,000 | ☐ 50,001-100,000 |
| ☐ 100-199 | ☒ 10,001-25,000 | ☐ More than 100,000 |
| ☐ 200-999 | | |

**15. Estimated assets (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

**16. Estimated liabilities** (on a consolidated basis)

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

## Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/05/2016
MM / DD / YYYY

✘ /s/ Robert A. Del Genio
Signature of authorized representative of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Title

**18. Signature of attorney**

✘ /s/ Stephen A. Youngman
Signature of attorney for debtor

Date 05/05/2016
MM / DD / YYYY

Stephen A. Youngman
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

200 Crescent Court, Suite 300
Number Street

Dallas
City

TX
State

75201
ZIP Code

(214) 746-7700
Contact phone

stephen.youngman@weil.com
Email address

22226600
Bar Number

TX
State

**Schedule 1**

All Other Names Used By the Debtor or Its Affiliates in the Last 8 Years

| Entity | Previous Name(s) |
|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. |
| CHC Global Operations International ULC | CHC Global Operations International Inc. |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC<br>CHC Helicopter Corporation |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited |
| CHC Leasing (Ireland) Limited | Justinvale Limited |
| Heli-One Canada ULC | Heli-One Canada Inc.<br>6976972 Canada Inc. |
| Heli-One Leasing ULC | Heli-One Leasing Inc. |

## Schedule 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| Company |
|---|
| CHC Group Ltd. |
| 6922767 Holding SARL |
| Capital Aviation Services B.V. |
| CHC Cayman ABL Borrower Ltd. |
| CHC Cayman ABL Holdings Ltd. |
| CHC Cayman Investments I Ltd. |
| CHC Den Helder B.V. |
| CHC Global Operations (2008) ULC |
| CHC Global Operations Canada (2008) ULC |
| CHC Global Operations International ULC |
| CHC Helicopter (1) S.à r.l. |
| CHC Helicopter (2) S.à r.l. |
| CHC Helicopter (3) S.à r.l. |
| CHC Helicopter (4) S.à r.l. |
| CHC Helicopter (5) S.à r.l. |
| CHC Helicopter Australia Pty Ltd |
| CHC Helicopter Holding S.à r.l. |
| CHC Helicopter S.A. |
| CHC Helicopters (Barbados) Limited |
| CHC Helicopters (Barbados) SRL |
| CHC Holding (UK) Limited |
| CHC Holding NL B.V. |
| CHC Hoofddorp B.V. |
| CHC Leasing (Ireland) Limited |

| Company |
| --- |
| CHC Netherlands B.V. |
| CHC Norway Acquisition Co AS |
| Heli-One (Netherlands) B.V. |
| Heli-One (Norway) AS |
| Heli-One (U.S.) Inc. |
| Heli-One (UK) Limited |
| Heli-One Canada ULC |
| Heli-One Holdings (UK) Limited |
| Heli-One Leasing (Norway) AS |
| Heli-One Leasing ULC |
| Heli-One USA Inc. |
| Heliworld Leasing Limited |
| Integra Leasing AS |
| Lloyd Bass Strait Helicopters Pty. Ltd. |
| Lloyd Helicopter Services Limited |
| Lloyd Helicopter Services Pty. Ltd. |
| Lloyd Helicopters International Pty. Ltd. |
| Lloyd Helicopters Pty. Ltd. |
| Management Aviation Limited |

**HELI-ONE LEASING ULC**

**UNANIMOUS WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY**

WHEREAS, Heli-One Leasing ULC, a British Columbia unlimited liability corporation (the ***"Company"***), is an indirect subsidiary of CHC Group Ltd., a Cayman Islands exempted company (***"CHC"***);

WHEREAS, CHC and certain of its subsidiaries and affiliates are considering commencing cases under chapter 11 of title 11 of the United States Code (the ***"Bankruptcy Code"***) in the United States Bankruptcy Court for the Northern District of Texas (the ***"Bankruptcy Court"***);

WHEREAS, all of the directors of the Company (the ***"Board"***), having received and considered advice from the Company's legal and financial advisors, and having considered the interests of the Company's creditors, employees, and other stakeholders and interested parties, deem it desirable and in the best interests of the Company to commence a case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

COMMENCEMENT OF CHAPTER 11 CASE

NOW, THEREFORE, BE IT RESOLVED, that, if the board of directors of CHC resolves to authorize CHC's officers and directors to file a chapter 11 petition on behalf of CHC, upon such board of directors' authorization, Karl Fessenden, Hooman Yazhari, Lee Eckert, Nicolas Stable, Robert A. Del Genio, Gareth Carline, Paul King, any of the directors and officers of the Company as listed on the Company's register of directors and officers, and any other person designated and so authorized to act (each, an ***"Authorized Officer"***) be, and each of them hereby is, empowered, authorized, and directed, in the name and on behalf of the Company, to execute and verify a petition under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time that the Authorized Officer executing the same shall determine;

RETENTION OF ADVISORS

FURTHER RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby employed as counsel for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Debevoise & Plimpton LLP is hereby employed as special aircraft counsel for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of PJT Partners LP is hereby employed as investment banker for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of Seabury Corporate Advisors LLC is hereby employed as financial advisor for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of CDG Group, LLC is hereby employed as restructuring advisor in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that Kurtzman Carson Consultants LLC is hereby employed as (i) claims and noticing agent, and (ii) administrative agent for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Blake, Cassels & Graydon LLP is hereby employed as Canadian counsel for the Company in any matters arising in Canada in respect of the Chapter 11 case and related matters;

FURTHER RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed to execute and file in the Company's chapter 11 case, all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to engage, employ, and retain all assistance by legal counsel, accountants, financial advisors, and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case, including, without limitation, negotiating and obtaining debtor in possession financing and/or the use of cash collateral, and executing, delivering and performing any and all documents, agreements, certificates, and/or instruments in connection with such debtor in possession financing and/or use of cash collateral, with a view to the successful prosecution of such case;

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file, and/or record, and perform, such agreements, instruments, motions, affidavits, applications for approvals and rulings of governmental or regulatory authorities, certificates, and other documents, and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper, or desirable in connection with the Company's chapter 11 case;

GENERAL RESOLUTIONS

FURTHER RESOLVED, that all prior actions taken by any Authorized Officer, officer or agent for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorizations, instructions, releases, waivers, proxies, instruments and other documents (whether of a like nature or not) and the payment of any and all related fees and expenses be confirmed, ratified, and approved in all respects;

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, for and on behalf of the Company, to take any and all actions, to negotiate and enter into agreements and amendments to agreements, to perform all such acts and deeds, to execute, file, deliver, or record in the name of and on behalf of the Company, all such certificates, instruments, agreements, and other documents, and to make all such payments as they, in their judgment, may deem necessary, advisable, or appropriate in order to carry out the purpose and intent of the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements, and documents;

FURTHER RESOLVED, that these resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of these resolutions by facsimile, and any such copy shall be deemed to be an original.

[*Signatures appear on the following pages*]

The foregoing resolutions are consented to by all of the directors of the Company as evidenced by the signatures hereto pursuant to the *Business Corporations Act* (British Columbia) effective as of April 28, 2016.



Gareth Carline
Director

Paul King
Director

88

| Fill in this information to identify the case: |
|---|
| Debtor name Heli-One Leasing ULC |
| United States Bankruptcy Court for the: Northern District of Texas (State) |
| Case number (if known): _____ |

☐ Check if this an amended filing

Official Form 204

## Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders[1]

12/15

**A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.**

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| | | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| 1 | Name: International Corporate Trust<br>Address: The Bank of New York Mellon 101 Barclay Street, Floor 4 East, New York, NY 10286 | Name: The Bank of New York Mellon<br>Phone: - (412) 234-5000<br>Fax: -<br>Email: - | Unsecured Notes | Liquidated | | | $98,432,780 |
| 2 | Name: McGrigors Pension Trustees Limited<br>Address: 141 Bothwell Street, Glasgow, G2 7EQ | Name: Ian Gordon<br>Phone: 44 (0)141 567 8401<br>Fax: -<br>Email: - | Pensions | Liquidated | | | $66,440,996 |
| 3 | Name: Martello Property Services Inc.<br>Address: 200-808 West Hastings Street, Vancouver, BC, V6C 2X4 | Name: Martello Property Services Inc.<br>Phone: 604-681-6544<br>Fax: 604-681-5114<br>Email: - | Lease Financing Facility | Liquidated | | | $26,586,212 |
| 4 | Name: Finmeccanica S.P.A. Helicopters Div.<br>Address: Warranty Administration Dept Via Per Tornavento 15 21019 Somma Lombardo (Va) | Name: Finmeccanica S.P.A. Helicopters Div.<br>Phone: 00390331711288<br>Fax: 00390331711377<br>Email: daniele.romiti@finmeccanica.com | Trade | Liquidated | | | $4,956,652 |
| 5 | Name: Airbus Helicopters<br>Address: Aeroport International Marseille Province Fr-13725 Marignane Cedex | Name: Airbus Helicopters<br>Phone: 003342858585<br>Fax: 003342859996<br>Email: guillaume.faury@airbus.com | Trade | Disputed | | May be subject to asserted setoff | $4,145,055 |
| 6 | Name: Sikorsky Commerical Inc. (HSI)<br>Address: P.O. BOX 111068 Trumbull, CT 06611-0868 | Name: Sikorsky Commerical Inc. (HSI)<br>Phone: 203-416-4000<br>Fax: 203-416-4291<br>Email: danielschultz@sikorsky.com | Trade | Disputed | | May be subject to asserted setoff | $3,076,829 |

[1] Although certain secured creditors may have unsecured deficiency claims depending on the value of their collateral, such a determination has not been made at this time. Therefore, such creditors are not included on this list.

[2] This List of Creditors Who Have the 30 Largest Unsecured Claims is presented on a consolidated basis for each of the Debtors.

| Name of creditor and complete mailing address, including zip code[2] | | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 7 | Name: Coface – Parilease SAS<br>Address: 16 rue de Hanovre<br>Paris 75002<br>France | Name: Coface – Parilease SAS<br>Phone: +33 1 43 16 86 52<br>Fax: +33 1 4298 1203<br>Email: | Lease | Unliquidated | | May be subject to asserted setoff | $2,197,611 |
| 8 | Name: CAE<br>Address: 2025 Logistics Drive Mississauga Ontario L5S 1Z9 L5S 1Z9 Canada CA L5S 1Z9 | Name: CAE<br>Phone: - 905-672-8650<br>Fax: 514-734-5682<br>Email: nelson.camacho@cae.com | Services | Unliquidated Disputed | | May be subject to asserted setoff | $2,132,219 |
| 9 | Name: Waypoint Asset Company (Ireland) Ltd<br>Address: 25/28 North Wall Quay<br>Dublin 1 Ireland IE | Name: Waypoint Asset Company (Ireland) Ltd<br>Phone: +353 61 633333<br>Fax: +353 61 633334<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,320,087 |
| 10 | Name: Turbomeca<br>Address: Technopole Izarbel Bp4 64210 Bidart, France | Name: Turbomeca<br>Phone: - +(33) 5 59 12 50 72<br>Fax: - 0033559125491<br>Email: bruno.even@turbomeca.fr | Trade | Unliquidated | | | $1,185,968 |
| 11 | Name: TMC International Ltd<br>Address: 2-1-15 Hiroo Shibuya-ku JP-Tokyo 150-0012 Japan | Name: TMC International Ltd<br>Phone: +81-3-3400-5188<br>Fax: +81-3-5778-4888<br>Email: - | Services | Unliquidated | | | $1,048,444 |
| 12 | Name: Milestone Aviation Group<br>Address: Block 4 The Harcourt Centre Harcourt Road Dublin 2 Ireland | Name: Milestone Aviation Group<br>Phone: - +353 1 216 5700<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,020,158 |
| 13 | Name: Ruag Switzerland Ltd<br>Address: Ruag Aviation Seetalstrasse 175 Ch-6032 Emmen | Name: Ruag Switzerland Ltd<br>Phone: 0041416725050<br>Fax: 0041416725051<br>Email: - | Trade | Liquidated | | | $920,051 |
| 14 | Name: Lombard North Central Plc<br>Address: Lombard House, The Waterfront, Elstree Road Elstree, Hertfordshire WD6 3BS<br>United Kingdom | Name: Lombard North Central Plc<br>Phone: +44 (0) 208 236 7827<br>Fax: +44 207 672 4006<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $777,578 |
| 15 | Name: Sandycove Aviation Limited<br>Address: c/o LCI Helicopters Ireland Ltd 41 Forbes Quay Sir John Rogersons Quay Dublin 2 Ireland IE | Name: Sandycove Aviation Limited<br>Phone: -<br>Fax: -<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $710,371 |
| 16 | Name: GE Capital Equipment Finance Ltd<br>Address: 2630 The Quadrant Aztec West Bristol Bristol BS32 4GQ GB BS32 4GQ | Name: GE Capital Equipment Finance Ltd<br>Phone: 00448702418899<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $686,416 |
| 17 | Name: SACE Lenders - BNP Paribas<br>Address: 21, place du Marche Saint-Honore<br>Paris 75001<br>France | Name: SACE Lenders - BNP Paribas<br>Phone: +33 1 43 16 86 52<br>Fax: - +33 1 4316 8184<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $503,623 |
| 18 | Name: SpareBank1<br>Address: Sjogata 8, 9008 Tromso, PO Box 6801, Langes Tromso 9298<br>Norway | Name: SpareBank1<br>Phone: +47 7762 2372<br>Fax: - +47 7762 2371<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $413,085 |
| 19 | Name: 1027098 BC Ltd.<br>Address: 1376 Sea Lover's Lane, Gabriola, BC, Canada V0R 1X5 | Name: 1027098 BC Ltd.<br>Phone: - 1-250-247-9594<br>Fax: -<br>Email: - | Services | Liquidated | | | $390,000 |

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 20 | Name: Precision Accessories & Instruments<br>Address: 495 Lake Mirror Road Building 800 Suite G<br>Atlanta, GA 30349 | Name: Precision Accessories & Instruments<br>Phone: 0014047675800<br>Fax: 0014047675900<br>Email: - | Trade | Liquidated | | | $379,316 |
| 21 | Name: Saga Gabon S.A.<br>Address: Z.P.D. Owendo Bp72<br>Libreville Gabon Gabon Ga | Name: Saga Gabon S.A.<br>Phone: 241-702082<br>Fax: 241-701207<br>Email: - | Trade | Liquidated | | | $368,164 |
| 22 | Name: Regent Tanzania Ltd.<br>Address: P.O. Box 10311<br>964 Olympio Street<br>Upanga Dar - ES - Salaam Dar - ES - Salaam Tanzania TZ | Name: Regent Tanzania Ltd.<br>Phone: -+255 784 540060<br>Fax: - 255 22 2153 297<br>Email: - | Services | Contingent; Unliquidated; Disputed | | | $367,147 |
| 23 | Name: Lobo Leasing SPV A Limited<br>Address: Alexandra House The Sweepstakes Ballsbridge<br>Dublin 4 Ireland IE | Name: Lobo Leasing SPV A Limited<br>Phone: - +353 1 253 0460<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $314,312 |
| 24 | Name: Airbus Helicopters Simulation Center<br>Address: Sultan Abdul Aziz Shah Airport<br>47200 Subang Selangor<br>Malaysia | Name: Airbus Helicopters Simulation Center<br>Phone: - 60378487600<br>Fax: -<br>Email: - | Trade | Liquidated | | | $286,735 |
| 25 | Name: Euroavionics Navigations System GMB<br>Address: Karlsruher Strasse 91<br>DE-75179 Pforzheim<br>Germany | Name: Euroavionics Navigations System GMB<br>Phone: - 00497231586780<br>Fax: -<br>Email: - | Trade | Liquidated | | | $259,696 |
| 26 | Name: Sikorsky Helitech - Australia<br>Address: PO Box 1374 Eagle Farm QLD 4009<br>Australia | Name: Sikorsky Helitech - Australia<br>Phone: - (07)36327000<br>Fax: -<br>Email: - | Trade | Liquidated | | | $229,694 |
| 27 | Name: Composite Technology Inc. USA<br>Address: 1727 South Main Street<br>Grapevine TX 75261<br>USA | Name: Composite Technology Inc. USA<br>Phone: - 0019724566900<br>Fax: -<br>Email: - | Trade | Liquidated | | | $209,014 |
| 28 | Name: DJ Composites Inc.<br>Address: 1 C.L. Dobbin Road Gander Newfoundland & Labrador A1V 2V3<br>Canada | Name: DJ Composites Inc<br>Phone: - 709-256-6111<br>Fax: -<br>Email: - | Trade | Liquidated | | | $201,219 |
| 29 | Name: Matha Janthorn Co. Ltd.<br>Address: 779 Soi Rajchada 18 Rajchadapisek Rd Huey Kwang Bangkok 10310<br>Thailand | Name: Matha Janthorn Co. Ltd<br>Phone: - 02 692 6229<br>Fax: - 02 692 5005<br>Email: - | Services | Liquidated | | | $199,702 |
| 30 | Name: Honeywell International, Phoenix<br>Address: 21111N. 19th Ave. Phoenix AZ 85027-2708<br>USA | Name: Honeywell International, Phoenix<br>Phone: - 0016024366184<br>Fax: -<br>Email: - | Trade | Liquidated | | | $175,607 |

**Fill in this information to identify the case and this filing:**

Debtor Name Heli-One Leasing ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☐ *Other document that requires a declaration* _____

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

Executed on 05/05/2016
MM / DD / YYYY

x /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

92

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**
**PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in CHC Group Ltd. ("**CHC Parent**") and its above-captioned debtor affiliates (the "**Non-Parent Debtors**"), as debtors and debtors in possession (collectively, the "**Debtors**").[1] CHC Parent, on behalf of itself and the Non-Parent Debtors, respectfully represent as follows:

- Each Debtor identified on **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
- CHC Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.

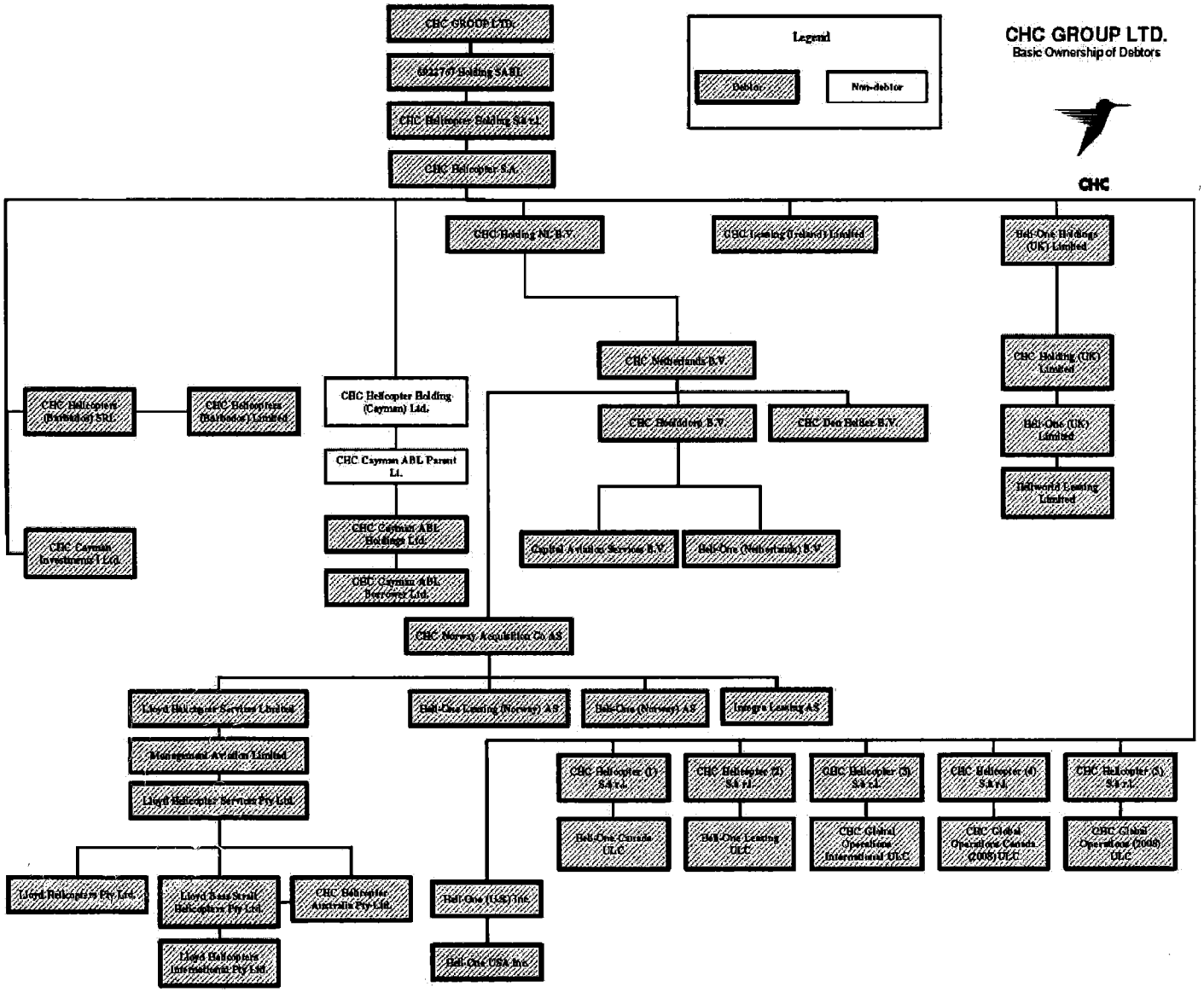
[1] A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, where applicable, is attached hereto as **Exhibit B**.

- CHC Parent's equity securities are publicly held. Clayton Dubilier & Rice, LLC controls 100% of the convertible preferred shares in CHC Parent, representing approximately 49.9% voting stock on an as-converted basis. First Reserve Management, L.P. controls approximately 56.2% of the ordinary shares in CHC Parent, representing approximately 27.3% voting stock on an as-converted basis.

**Exhibit A**

94

**Organizational Chart**


CHC GROUP LTD.
Legend
Debtor
Non-debtor
CHC GROUP LTD.
Basic Ownership of Debtors
CHC
CHC Helicopter Holding SARL
CHC Helicopter S.A.
CHC Holding NL B.V.
CHC Leasing (Ireland) Limited
Heli-One Holdings (UK) Limited
CHC Netherlands B.V.
CHC Holding (UK) Limited
CHC Helicopters (Barbados) SRL
CHC Helicopters (Barbados) Limited
CHC Helicopter Holding (Cayman) Ltd.
CHC Holdings B.V.
CHC Den Helder B.V.
Heli-One (UK) Limited
CHC Cayman ABL Parent Ltd.
Helkopter Leasing Limited
CHC Cayman Investments I Ltd.
CHC Cayman ABL Holdings Ltd.
Capital Aviation Services B.V.
Heli-One (Netherlands) B.V.
CHC Cayman ABL Borrower Ltd.
CHC Norway Acquisition Co AS
Lloyd Helicopter Services Limited
Heli-One Leasing (Norway) AS
Heli-One (Norway) AS
Integra Leasing AS
Management Aviation Limited
Lloyd Helicopter Services Pty Ltd.
CHC Helicopter (1) S.à r.l.
CHC Helicopter (2) S.à r.l.
CHC Helicopter (3) S.à r.l.
CHC Helicopter (4) S.à r.l.
CHC Helicopter (5) S.à r.l.
Heli-One Canada ULC
Heli-One Leasing ULC
CHC Global Operations International ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations (2008) ULC
Lloyd Helicopters Pty Ltd.
Lloyd Bass Strait Helicopters Pty Ltd.
CHC Helicopter Australia Pty Ltd.
Heli-One (USA) Inc.
Lloyd Helicopters International Pty Ltd.
Heli-One USA Inc.

## Exhibit B

### 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 |
| | |

97

**Fill in this information to identify the case and this filing:**

Debtor Name Heli-One Leasing ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** **12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.
WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

## Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule* ____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ *Other document that requires a declaration* Corporate Ownership Statement

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

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

98

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

**DECLARATION FOR ELECTRONIC FILING OF BANKRUPTCY PETITION**

**PART I - DECLARATION OF PETITIONER:**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the Chapter of Title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition to be filed electronically in this case and I hereby declare under penalty of perjury that the information provided therein, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within seven (7) business days after the petition has been filed electronically.

☐ ***[Check only if Chapter 7 individual debtor(s) whose debts are primarily consumer debts]*** I am an individual whose debts are primarily consumer debts and who has chosen to file under Chapter 7. I am aware that I may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, understand the relief available under each Chapter, and choose to proceed under Chapter 7.

☑ ***[Check only if debtor is a corporation, partnership or limited liability company]*** I hereby further declare under penalty of perjury that I have been authorized to file the petition on behalf of the debtor in this case.

Date: 05/05/2016 /s/ Robert A. Del Genio
Debtor

_____
Joint Debtor

*(Revised 1/15/14)*

**PART II - DECLARATION OF ATTORNEY:** 99

I declare ***under penalty of perjury*** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: 05/05/2016 /s/ Stephen A. Youngman
Attorney for Debtor

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 26th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Deputy

*(Revised 1/15/14)*

| Fill in this information to identify the case | |
|---|---|
| United States Bankruptcy Court for the: | |
| Northern *District of* Texas (State) | |
| Case number (*If known*): | Chapter 11 |

100

☐ Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16

**If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.**

**1. Debtor's name** Heli-One Canada ULC

**2. All other names debtor used in the last 8 years**
Include any assumed names, trade names, and *doing business as* names
**See Schedule 1**

**3. Debtor's federal Employer Identification Number** (EIN) 98-1198735

**4. Debtor's address**

**Principal place of business**

4740 Agar Drive
Number Street

Richmond, B.C., Canada V7B 1A3
City State ZIP Code

County

**Mailing address, if different from principal place of business**

600 East Las Colinas Blvd., 10th Floor
Number Street

P.O. Box

Irving TX 75039
City State ZIP Code

**Location of principal assets, if different from principal place of business**

Number Street

City State ZIP Code

**5. Debtor's website** (URL) www.chc.ca

**6. Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

**7. Describe debtor's business**

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. *Check all that apply:*

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4812

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check one:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

☒ No

☐ Yes District _____ When _____ Case number _____
MM/ DD/ YYYY

District _____ When _____ Case number _____
MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1,

☐ No

☒ Yes Debtor See Schedule 2 Relationship Affiliates
District Northern District of Texas When 05/05/2016
MM / DD/ YYYY
Case number, if known _____

attach a separate list.

102

**11. Why is the case filed in this district?**

*Check all that apply:*

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

**Where is the property?**

Number Street

City State ZIP Code

**Is the property insured?**

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact Name _____
  Phone _____

## Statistical and administrative information

**13. Debtor's estimation of available funds**

*Check one:*

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ 1-49 | ☐ 1,000-5,000 | ☐ 25,001-50,000 |
| ☐ 50-99 | ☐ 5,001-10,000 | ☐ 50,001-100,000 |
| ☐ 100-199 | ☒ 10,001-25,000 | ☐ More than 100,000 |
| ☐ 200-999 | | |

**15. Estimated assets (on a consolidated basis)**

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

**16. Estimated liabilities** (on a consolidated basis)

| | | |
|---|---|---|
| ☐ $0-$50,000 | ☐ $1,000,001-$10 million | ☐ $500,000,001-$1 billion |
| ☐ $50,001-$100,000 | ☐ $10,000,001-$50 million | ☒ $1,000,000,001-$10 billion |
| ☐ $100,001-$500,000 | ☐ $50,000,001-$100 million | ☐ $10,000,000,001-$50 billion |
| ☐ $500,001-$1 million | ☐ $100,000,001-$500 million | ☐ More than $50 billion |

## Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/05/2016
MM / DD / YYYY

✘ /s/Robert A. Del Genio
Signature of authorized representative of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Title

**18. Signature of attorney**

✘ /s/ Stephen A. Youngman
Signature of attorney for debtor

Date 05/05/2016
MM / DD / YYYY

Stephen A. Youngman
Printed Name

Weil, Gotshal & Manges LLP
Firm Name

200 Crescent Court, Suite 300
Number Street

Dallas
City

TX
State

75201
ZIP Code

(214) 746-7700
Contact phone

stephen.youngman@weil.com
Email address

22226600
Bar Number

TX
State

**Schedule 1**

All Other Names Used By the Debtor or Its Affiliates in the Last 8 Years

| Entity | Previous Name(s) |
|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. |
| CHC Global Operations International ULC | CHC Global Operations International Inc. |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC<br>CHC Helicopter Corporation |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited |
| CHC Leasing (Ireland) Limited | Justinvale Limited |
| Heli-One Canada ULC | Heli-One Canada Inc.<br>6976972 Canada Inc. |
| Heli-One Leasing ULC | Heli-One Leasing Inc. |

## Schedule 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| Company |
|---|
| CHC Group Ltd. |
| 6922767 Holding SARL |
| Capital Aviation Services B.V. |
| CHC Cayman ABL Borrower Ltd. |
| CHC Cayman ABL Holdings Ltd. |
| CHC Cayman Investments I Ltd. |
| CHC Den Helder B.V. |
| CHC Global Operations (2008) ULC |
| CHC Global Operations Canada (2008) ULC |
| CHC Global Operations International ULC |
| CHC Helicopter (1) S.à r.l. |
| CHC Helicopter (2) S.à r.l. |
| CHC Helicopter (3) S.à r.l. |
| CHC Helicopter (4) S.à r.l. |
| CHC Helicopter (5) S.à r.l. |
| CHC Helicopter Australia Pty Ltd |
| CHC Helicopter Holding S.à r.l. |
| CHC Helicopter S.A. |
| CHC Helicopters (Barbados) Limited |
| CHC Helicopters (Barbados) SRL |
| CHC Holding (UK) Limited |
| CHC Holding NL B.V. |
| CHC Hoofddorp B.V. |
| CHC Leasing (Ireland) Limited |

| Company |
| --- |
| CHC Netherlands B.V. |
| CHC Norway Acquisition Co AS |
| Heli-One (Netherlands) B.V. |
| Heli-One (Norway) AS |
| Heli-One (U.S.) Inc. |
| Heli-One (UK) Limited |
| Heli-One Canada ULC |
| Heli-One Holdings (UK) Limited |
| Heli-One Leasing (Norway) AS |
| Heli-One Leasing ULC |
| Heli-One USA Inc. |
| Heliworld Leasing Limited |
| Integra Leasing AS |
| Lloyd Bass Strait Helicopters Pty. Ltd. |
| Lloyd Helicopter Services Limited |
| Lloyd Helicopter Services Pty. Ltd. |
| Lloyd Helicopters International Pty. Ltd. |
| Lloyd Helicopters Pty. Ltd. |
| Management Aviation Limited |

**HELI-ONE CANADA ULC**

**CONSENT WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY**

WHEREAS, Heli-One Canada ULC, a British Columbia unlimited liability corporation (the ***"Company"***), is an indirect subsidiary of CHC Group Ltd., a Cayman Islands exempted company ("***CHC***");

WHEREAS, CHC and certain of its subsidiaries and affiliates are considering commencing cases under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Northern District of Texas (the "***Bankruptcy Court***");

WHEREAS, all of the directors of the Company (the ***"Board"***), having received and considered advice from the Company's legal and financial advisors, and having considered the interests of the Company's creditors, employees, and other stakeholders and interested parties, deem it desirable and in the best interests of the Company to commence a case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

COMMENCEMENT OF CHAPTER 11 CASE

NOW, THEREFORE, BE IT RESOLVED, that, if the board of directors of CHC resolves to authorize CHC's officers and directors to file a chapter 11 petition on behalf of CHC, upon such board of directors' authorization, Karl Fessenden, Hooman Yazhari, Lee Eckert, Nicolas Stable, Robert A. Del Genio, Gareth Carline, Paul King, any of the directors and officers of the Company as listed on the Company's register of directors and officers, and any other person designated and so authorized to act (each, an "***Authorized Officer***") be, and each of them hereby is, empowered, authorized, and directed, in the name and on behalf of the Company, to execute and verify a petition under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time that the Authorized Officer executing the same shall determine;

RETENTION OF ADVISORS

FURTHER RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby employed as counsel for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Debevoise & Plimpton LLP is hereby employed as special aircraft counsel for the

Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of PJT Partners LP is hereby employed as investment banker for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of Seabury Corporate Advisors LLC is hereby employed as financial advisor for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the firm of CDG Group, LLC is hereby employed as restructuring advisor in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that Kurtzman Carson Consultants LLC is hereby employed as (i) claims and noticing agent, and (ii) administrative agent for the Company in the Company's chapter 11 case, subject to Bankruptcy Court approval;

FURTHER RESOLVED, that the law firm of Blake, Cassels & Graydon LLP is hereby employed as Canadian counsel for the Company in any matters arising in Canada in respect of the Chapter 11 case and related matters;

FURTHER RESOLVED, that any Authorized Officer is hereby authorized, empowered, and directed to execute and file in the Company's chapter 11 case, all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to engage, employ, and retain all assistance by legal counsel, accountants, financial advisors, and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case, including, without limitation, negotiating and obtaining debtor in possession financing and/or the use of cash collateral, and executing, delivering and performing any and all documents, agreements, certificates, and/or instruments in connection with such debtor in possession financing and/or use of cash collateral, with a view to the successful prosecution of such case;

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file, and/or record, and perform, such agreements, instruments, motions, affidavits, applications for approvals and rulings of governmental or regulatory authorities, certificates, and other documents, and to take such other actions that in

the judgment of the Authorized Officer shall be or become necessary, proper, or desirable in connection with the Company's chapter 11 case;

GENERAL RESOLUTIONS

FURTHER RESOLVED, that all prior actions taken by any Authorized Officer, officer or agent for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorizations, instructions, releases, waivers, proxies, instruments and other documents (whether of a like nature or not) and the payment of any and all related fees and expenses be confirmed, ratified, and approved in all respects;

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed, for and on behalf of the Company, to take any and all actions, to negotiate and enter into agreements and amendments to agreements, to perform all such acts and deeds, to execute, file, deliver, or record in the name of and on behalf of the Company, all such certificates, instruments, agreements, and other documents, and to make all such payments as they, in their judgment, may deem necessary, advisable, or appropriate in order to carry out the purpose and intent of the foregoing resolutions, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements, and documents;

FURTHER RESOLVED, that these resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of these resolutions by facsimile, and any such copy shall be deemed to be an original.

[*Signatures appear on the following pages*]

The foregoing resolutions are consented to by all of the directors of the Company as evidenced by the signatures hereto pursuant to the *Business Corporations Act* (British Columbia), effective as of April 28, 2016.



Gareth Carline
Director

Paul King
Director

112

| Fill in this information to identify the case: |
|---|
| Debtor name Heli-One Canada ULC |
| United States Bankruptcy Court for the: Northern District of Texas (State) |
| Case number (if known): _____ |

☐ Check if this an amended filing

Official Form 204

## Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders[1]

12/15

**A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.**

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| | | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| 1 | Name: International Corporate Trust<br>Address: The Bank of New York Mellon 101 Barclay Street, Floor 4 East, New York, NY 10286 | Name: The Bank of New York Mellon<br>Phone: - (412) 234-5000<br>Fax: -<br>Email: - | Unsecured Notes | Liquidated | | | $98,432,780 |
| 2 | Name: McGrigors Pension Trustees Limited<br>Address: 141 Bothwell Street, Glasgow, G2 7EQ | Name: Ian Gordon<br>Phone: 44 (0)141 567 8401<br>Fax: -<br>Email: - | Pensions | Liquidated | | | $66,440,996 |
| 3 | Name: Martello Property Services Inc.<br>Address: 200-808 West Hastings Street, Vancouver, BC, V6C 2X4 | Name: Martello Property Services Inc.<br>Phone: 604-681-6544<br>Fax: 604-681-5114<br>Email: - | Lease Financing Facility | Liquidated | | | $26,586,212 |
| 4 | Name: Finmeccanica S.P.A. Helicopters Div.<br>Address: Warranty Administration Dept Via Per Tornavento 15 21019 Somma Lombardo (Va) | Name: Finmeccanica S.P.A. Helicopters Div.<br>Phone: 00390331711288<br>Fax: 00390331711377<br>Email: daniele.romiti@finmeccanica.com | Trade | Liquidated | | | $4,956,652 |
| 5 | Name: Airbus Helicopters<br>Address: Aeroport International Marseille Province Fr-13725 Marignane Cedex | Name: Airbus Helicopters<br>Phone: 003342858585<br>Fax: 003342859996<br>Email: guillaume.faury@airbus.com | Trade | Disputed | | May be subject to asserted setoff | $4,145,055 |
| 6 | Name: Sikorsky Commerical Inc. (HSI)<br>Address: P.O. BOX 111068 Trumbull, CT 06611-0868 | Name: Sikorsky Commerical Inc. (HSI)<br>Phone: 203-416-4000<br>Fax: 203-416-4291<br>Email: danielschultz@sikorsky.com | Trade | Disputed | | May be subject to asserted setoff | $3,076,829 |

[1] Although certain secured creditors may have unsecured deficiency claims depending on the value of their collateral, such a determination has not been made at this time. Therefore, such creditors are not included on this list.

[2] This List of Creditors Who Have the 30 Largest Unsecured Claims is presented on a consolidated basis for each of the Debtors.

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 7 | Name: Coface – Parilease SAS<br>Address: 16 rue de Hanovre<br>Paris 75002<br>France | Name: Coface – Parilease SAS<br>Phone: +33 1 43 16 86 52<br>Fax: +33 1 4298 1203<br>Email: | Lease | Unliquidated | | May be subject to asserted setoff | $2,197,611 |
| 8 | Name: CAE<br>Address: 2025 Logistics Drive Mississauga Ontario L5S 1Z9 L5S 1Z9 Canada CA L5S 1Z9 | Name: CAE<br>Phone: - 905-672-8650<br>Fax: 514-734-5682<br>Email: nelson.camacho@cae.com | Services | Unliquidated Disputed | | May be subject to asserted setoff | $2,132,219 |
| 9 | Name: Waypoint Asset Company (Ireland) Ltd<br>Address: 25/28 North Wall Quay<br>Dublin 1 Ireland IE | Name: Waypoint Asset Company (Ireland) Ltd<br>Phone: +353 61 633333<br>Fax: +353 61 633334<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,320,087 |
| 10 | Name: Turbomeca<br>Address: Technopole Izarbel Bp4 64210 Bidart, France | Name: Turbomeca<br>Phone: - +(33) 5 59 12 50 72<br>Fax: - 0033559125491<br>Email: bruno.even@turbomeca.fr | Trade | Unliquidated | | | $1,185,968 |
| 11 | Name: TMC International Ltd<br>Address: 2-1-15 Hiroo Shibuya-ku JP-Tokyo 150-0012 Japan | Name: TMC International Ltd<br>Phone: +81-3-3400-5188<br>Fax: +81-3-5778-4888<br>Email: - | Services | Unliquidated | | | $1,048,444 |
| 12 | Name: Milestone Aviation Group<br>Address: Block 4 The Harcourt Centre Harcourt Road Dublin 2 Ireland | Name: Milestone Aviation Group<br>Phone: - +353 1 216 5700<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $1,020,158 |
| 13 | Name: Ruag Switzerland Ltd<br>Address: Ruag Aviation Seetalstrasse 175 Ch-6032 Emmen | Name: Ruag Switzerland Ltd<br>Phone: 0041416725050<br>Fax: 0041416725051<br>Email: - | Trade | Liquidated | | | $920,051 |
| 14 | Name: Lombard North Central Plc<br>Address: Lombard House, The Waterfront, Elstree Road Elstree, Hertfordshire WD6 3BS<br>United Kingdom | Name: Lombard North Central Plc<br>Phone: +44 (0) 208 236 7827<br>Fax: +44 207 672 4006<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $777,578 |
| 15 | Name: Sandycove Aviation Limited<br>Address: c/o LCI Helicopters Ireland Ltd 41 Forbes Quay Sir John Rogersons Quay Dublin 2 Ireland IE | Name: Sandycove Aviation Limited<br>Phone: -<br>Fax: -<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $710,371 |
| 16 | Name: GE Capital Equipment Finance Ltd<br>Address: 2630 The Quadrant Aztec West Bristol Bristol BS32 4GQ GB BS32 4GQ | Name: GE Capital Equipment Finance Ltd<br>Phone: 00448702418899<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $686,416 |
| 17 | Name: SACE Lenders - BNP Paribas<br>Address: 21, place du Marche Saint-Honore<br>Paris 75001<br>France | Name: SACE Lenders - BNP Paribas<br>Phone: +33 1 43 16 86 52<br>Fax: - +33 1 4316 8184<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $503,623 |
| 18 | Name: SpareBank1<br>Address: Sjogata 8, 9008 Tromso, PO Box 6801, Langes Tromso 9298<br>Norway | Name: SpareBank1<br>Phone: +47 7762 2372<br>Fax: - +47 7762 2371<br>Email: - | Lease | Unliquidated | | May be subject to asserted setoff | $413,085 |
| 19 | Name: 1027098 BC Ltd.<br>Address: 1376 Sea Lover's Lane, Gabriola, BC, Canada V0R 1X5 | Name: 1027098 BC Ltd.<br>Phone: - 1-250-247-9594<br>Fax: -<br>Email: - | Services | Liquidated | | | $390,000 |

| | Name of creditor and complete mailing address, including zip code[2] | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|---|---|---|---|---|---|---|
| 20 | Name: Precision Accessories & Instruments<br>Address: 495 Lake Mirror Road<br>Building 800 Suite G<br>Atlanta, GA 30349 | Name: Precision Accessories & Instruments<br>Phone: 0014047675800<br>Fax: 0014047675900<br>Email: - | Trade | Liquidated | | | $379,316 |
| 21 | Name: Saga Gabon S.A.<br>Address: Z.P.D. Owendo Bp72<br>Libreville Gabon Gabon Ga | Name: Saga Gabon S.A.<br>Phone: 241-702082<br>Fax: 241-701207<br>Email: - | Trade | Liquidated | | | $368,164 |
| 22 | Name: Regent Tanzania Ltd.<br>Address: P.O. Box 10311<br>964 Olympio Street<br>Upanga Dar - ES - Salaam Dar - ES - Salaam Tanzania TZ | Name: Regent Tanzania Ltd.<br>Phone: -+255 784 540060<br>Fax: - 255 22 2153 297<br>Email: - | Services | Contingent; Unliquidated; Disputed | | | $367,147 |
| 23 | Name: Lobo Leasing SPV A Limited<br>Address: Alexandra House The Sweepstakes Ballsbridge<br>Dublin 4 Ireland IE | Name: Lobo Leasing SPV A Limited<br>Phone: - +353 1 253 0460<br>Fax: -<br>Email: - | Trade; Lease | Unliquidated | | May be subject to asserted setoff | $314,312 |
| 24 | Name: Airbus Helicopters Simulation Center<br>Address: Sultan Abdul Aziz Shah Airport<br>47200 Subang Selangor<br>Malaysia | Name: Airbus Helicopters Simulation Center<br>Phone: - 60378487600<br>Fax: -<br>Email: - | Trade | Liquidated | | | $286,735 |
| 25 | Name: Euroavionics Navigations System GMB<br>Address: Karlsruher Strasse 91<br>DE-75179 Pforzheim<br>Germany | Name: Euroavionics Navigations System GMB<br>Phone: - 00497231586780<br>Fax: -<br>Email: - | Trade | Liquidated | | | $259,696 |
| 26 | Name: Sikorsky Helitech - Australia<br>Address: PO Box 1374 Eagle Farm QLD 4009<br>Australia | Name: Sikorsky Helitech - Australia<br>Phone: - (07)36327000<br>Fax: -<br>Email: - | Trade | Liquidated | | | $229,694 |
| 27 | Name: Composite Technology Inc. USA<br>Address: 1727 South Main Street<br>Grapevine TX 75261<br>USA | Name: Composite Technology Inc. USA<br>Phone: - 0019724566900<br>Fax: -<br>Email: - | Trade | Liquidated | | | $209,014 |
| 28 | Name: DJ Composites Inc.<br>Address: 1 C.L. Dobbin Road<br>Gander Newfoundland & Labrador A1V 2V3<br>Canada | Name: DJ Composites Inc<br>Phone: - 709-256-6111<br>Fax: -<br>Email: - | Trade | Liquidated | | | $201,219 |
| 29 | Name: Matha Janthorn Co. Ltd.<br>Address: 779 Soi Rajchada 18<br>Rajchadapisek Rd Huey Kwang<br>Bangkok 10310<br>Thailand | Name: Matha Janthorn Co. Ltd<br>Phone: - 02 692 6229<br>Fax: - 02 692 5005<br>Email: - | Services | Liquidated | | | $199,702 |
| 30 | Name: Honeywell International, Phoenix<br>Address: 21111N. 19th Ave.<br>Phoenix AZ 85027-2708<br>USA | Name: Honeywell International, Phoenix<br>Phone: - 0016024366184<br>Fax: -<br>Email: - | Trade | Liquidated | | | $175,607 |

115

**Fill in this information to identify the case and this filing:**

Debtor Name Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
☐ *Schedule H: Codebtors* (Official Form 206H)
☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
☐ *Amended Schedule* ____
☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
☐ *Other document that requires a declaration* _____

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

Executed on 05/05/2016
MM / DD / YYYY

x /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

116

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**
**PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in CHC Group Ltd. ("**CHC Parent**") and its above-captioned debtor affiliates (the "**Non-Parent Debtors**"), as debtors and debtors in possession (collectively, the "**Debtors**").[1] CHC Parent, on behalf of itself and the Non-Parent Debtors, respectfully represent as follows:

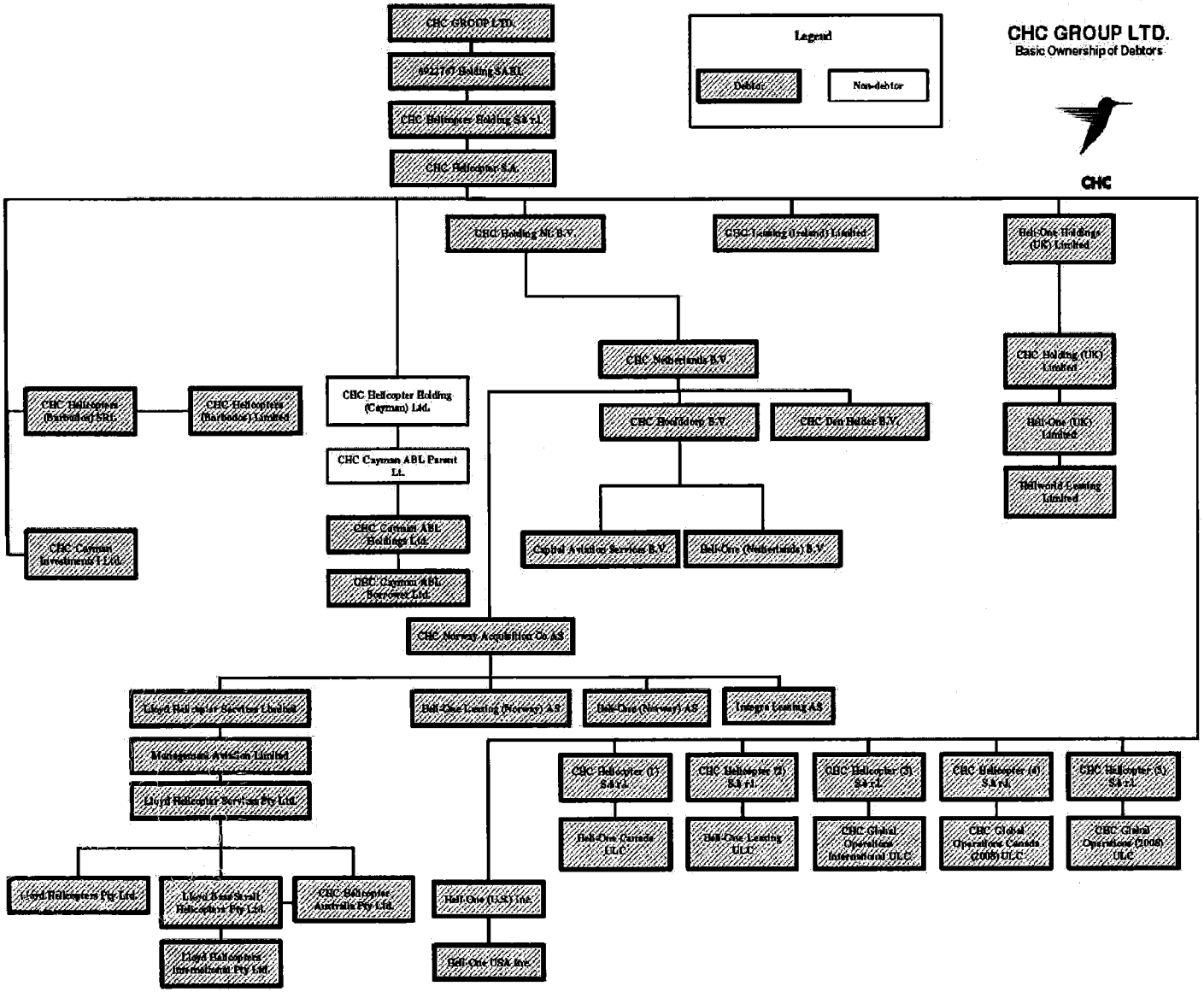
- Each Debtor identified on **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
- CHC Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.

[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 B**.

- CHC Parent's equity securities are publicly held. Clayton Dubilier & Rice, LLC controls 100% of the convertible preferred shares in CHC Parent, representing approximately 49.9% voting stock on an as-converted basis. First Reserve Management, L.P. controls approximately 56.2% of the ordinary shares in CHC Parent, representing approximately 27.3% voting stock on an as-converted basis.

**Exhibit A**

**Organizational Chart**


CHC GROUP LTD.
Legend
Debtor
Non-debtor
CHC GROUP LTD.
Basic Ownership of Debtors
CHC
CHC Helicopter S.A.
CHC Holding NL B.V.
CHC Leasing (Ireland) Limited
Bell-Ons Holdings (UK) Limited
CHC Netherlands B.V.
CHC Holding (UK) Limited
CHC Helicopter Holding (Cayman) Ltd.
CHC Helicopter (Barbados) Limited
CHC Helicopter (Bermuda) SRL
CHC Cayman Investments I Ltd.
CHC Cayman ABL Parent Lt.
CHC Cayman ABL Holdings Ltd.
CHC Cayman ABL Borrower Ltd.
CHC Heliholding B.V.
CHC Den Helder B.V.
Capital Aviation Services B.V.
Bell-Ons (Netherlands) B.V.
Bell-Ons Limited
Bellworld Leasing Limited
CHC Norway Acquisition Co AS
Lloyd Helicopter Services Limited
Management Aviation Limited
Lloyd Helicopter Services Pty Ltd.
Bell-Ons Leasing (Norway) AS
Bell-Ons (Norway) AS
Integra Leasing AS
CHC Helicopter (1) S.A.r.l.
CHC Helicopter (2) S.A.r.l.
CHC Helicopter (3) S.A.r.l.
CHC Helicopter (4) S.A.r.l.
CHC Helicopter (5) S.A.r.l.
Bell-Ons Canada ULC
Bell-Ons Leasing ULC
CHC Global Operations International ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations (2008) ULC
Lloyd Helicopters Pty Ltd.
Lloyd Bass Strait Helicopters Pty Ltd.
CHC Helicopter Australia Pty Ltd.
Lloyd Helicopters International Pty Ltd.
Bell-Ons (U.S.) Inc.
Bell-Ons USA Inc.

120

## Exhibit B

### 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 |
| | |

121

**Fill in this information to identify the case and this filing:**

Debtor Name Heli-One Canada ULC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number (If known): _____

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.
WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule* ____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ *Other document that requires a declaration* Corporate Ownership Statement

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

Executed on 05/05/2016
MM / DD / YYYY

× /s/ Robert A. Del Genio
Signature of individual signing on behalf of debtor

Robert A. Del Genio
Printed name

Chief Restructuring Officer
Position or relationship to debtor

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

122

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

**DECLARATION FOR ELECTRONIC FILING OF BANKRUPTCY PETITION**

**PART I - DECLARATION OF PETITIONER:**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the Chapter of Title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition to be filed electronically in this case and I hereby declare under penalty of perjury that the information provided therein, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within seven (7) business days after the petition has been filed electronically.

☐ ***[Check only if Chapter 7 individual debtor(s) whose debts are primarily consumer debts]*** I am an individual whose debts are primarily consumer debts and who has chosen to file under Chapter 7. I am aware that I may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, understand the relief available under each Chapter, and choose to proceed under Chapter 7.

☑ ***[Check only if debtor is a corporation, partnership or limited liability company]*** I hereby further declare under penalty of perjury that I have been authorized to file the petition on behalf of the debtor in this case.

Date: 05/05/2016 /s/ Robert A. Del Genio _____
Debtor Joint Debtor

*(Revised 1/15/14)*

**PART II - DECLARATION OF ATTORNEY:**

123

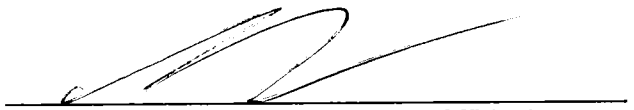
I declare ***under penalty of perjury*** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under Chapter 7, 11, 12, or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: 05/05/2016 /s/ Stephen A. Youngman
Attorney for Debtor

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 16th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Juanita C. Brown Deputy

*(Revised 1/15/14)*

This is **Exhibit "B"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
**BLAKE**, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

# BC Company Summary

For

## CHC GLOBAL OPERATIONS CANADA (2008) ULC

**Date and Time of Search:** April 19, 2016 09:58 AM Pacific Time

**Currency Date:** February 10, 2016

## ACTIVE

**Incorporation Number:** C1016857

**Name of Company:** CHC GLOBAL OPERATIONS CANADA (2008) ULC

**Recognition Date and Time:** Continued into British Columbia on October 21, 2014 12:35 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** October 21, 2015

**Receiver:** No

## CONVERT FROM

**Previous Company Name**

CHC GLOBAL OPERATIONS CANADA (2008) INC.

**Date of Company Change**

October 21, 2014

## PREVIOUS FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**

695378-6

**Name in Foreign Jurisdiction:**

CHC GLOBAL OPERATIONS CANADA (2008) INC.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**

April 08, 2008

**Foreign Jurisdiction:**

FEDERAL

## EXTRAPROVINCIAL REGISTRATION INFORMATION

**Previous Registration Number in BC:**

A0083890

**Extraprovincial Company's Name in BC:**

CHC GLOBAL OPERATIONS CANADA (2008) INC.

## REGISTERED OFFICE INFORMATION

**Mailing Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## RECORDS OFFICE INFORMATION

**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Balevic, David

**Mailing Address:**
9TH FLOOR - 6555 N STATE HIGHWAY 161
IRVING TX 75039
UNITED STATES

**Delivery Address:**
9TH FLOOR - 6555 N STATE HIGHWAY 161
IRVING TX 75039
UNITED STATES

**Last Name, First Name, Middle Name:**
Carline, Gareth

**Mailing Address:**
113 - 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Delivery Address:**
113 - 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Last Name, First Name, Middle Name:**
KING, PAUL

**Mailing Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

**Delivery Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

NO OFFICER INFORMATION FILED AS AT October 21, 2015.

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

# BC Company Summary

For

## CHC GLOBAL OPERATIONS INTERNATIONAL ULC

**Date and Time of Search:** **April 19, 2016 09:57 AM Pacific Time**

**Currency Date:** February 10, 2016

## ACTIVE

**Incorporation Number:** C1016886

**Name of Company:** CHC GLOBAL OPERATIONS INTERNATIONAL ULC

**Recognition Date and Time:** Continued into British Columbia on October 21, 2014 02:21 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** October 21, 2015

**Receiver:** No

## CONVERT FROM

**Previous Company Name**

CHC GLOBAL OPERATIONS INTERNATIONAL INC.

**Date of Company Change**

October 21, 2014

## PREVIOUS FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**

697695-6

**Name in Foreign Jurisdiction:**

CHC GLOBAL OPERATIONS INTERNATIONAL INC.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**

May 15, 2008

**Foreign Jurisdiction:**

FEDERAL

## EXTRAPROVINCIAL REGISTRATION INFORMATION

**Previous Registration Number in BC:**

A0083888

**Extraprovincial Company's Name in BC:**

CHC GLOBAL OPERATIONS INTERNATIONAL INC.

## REGISTERED OFFICE INFORMATION

**Mailing Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## RECORDS OFFICE INFORMATION



**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Balevic, David

**Mailing Address:**
9TH FLOOR - 6555 N STATE HIGHWAY 161
IRVING TX 75039
UNITED STATES

**Delivery Address:**
9TH FLOOR - 6555 N STATE HIGHWAY 161
IRVING TX 75039
UNITED STATES

**Last Name, First Name, Middle Name:**
Carline, Gareth

**Mailing Address:**
113 - 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Delivery Address:**
113 - 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Last Name, First Name, Middle Name:**
KING, PAUL

**Mailing Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

**Delivery Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

NO OFFICER INFORMATION FILED AS AT October 21, 2015.

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

# BC Company Summary

For

## CHC GLOBAL OPERATIONS (2008) ULC

**Date and Time of Search:** **April 19, 2016 10:00 AM Pacific Time**

**Currency Date:** February 10, 2016

## ACTIVE

**Incorporation Number:** C1016860

**Name of Company:** CHC GLOBAL OPERATIONS (2008) ULC

**Recognition Date and Time:** Continued into British Columbia on October 21, 2014 12:46 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** October 21, 2015

**Receiver:** No

### CONVERT FROM

| Previous Company Name | Date of Company Change |
|---|---|
| CHC GLOBAL OPERATIONS (2008) INC. | October 21, 2014 |

### PREVIOUS FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**
417386-4

**Name in Foreign Jurisdiction:**
CHC GLOBAL OPERATIONS (2008) INC.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**
January 14, 2008

**Foreign Jurisdiction:**
FEDERAL

### EXTRAPROVINCIAL REGISTRATION INFORMATION

**Previous Registration Number in BC:**
A0073528

**Extraprovincial Company's Name in BC:**
CHC GLOBAL OPERATIONS (2008) INC.

### REGISTERED OFFICE INFORMATION

**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## RECORDS OFFICE INFORMATION



**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Carline, Gareth

**Mailing Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Delivery Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Last Name, First Name, Middle Name:**
KING, PAUL

**Mailing Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

**Delivery Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

NO OFFICER INFORMATION FILED AS AT October 21, 2015.

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

# BC Company Summary

For

## HELI-ONE LEASING ULC

**Date and Time of Search:** April 19, 2016 09:56 AM Pacific Time

**Currency Date:** February 10, 2016

## ACTIVE

**Incorporation Number:** C1016895

**Name of Company:** HELI-ONE LEASING ULC

**Recognition Date and Time:** Continued into British Columbia on October 21, 2014 02:34 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** October 21, 2015

**Receiver:** No

## CONVERT FROM

| Previous Company Name | Date of Company Change |
|---|---|
| HELI-ONE LEASING INC. | October 21, 2014 |

## PREVIOUS FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**
700388-2

**Name in Foreign Jurisdiction:**
HELI-ONE LEASING INC.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**
June 30, 2008

**Foreign Jurisdiction:**
FEDERAL

## EXTRAPROVINCIAL REGISTRATION INFORMATION

**Previous Registration Number in BC:**
A0075595

**Extraprovincial Company's Name in BC:**
HELI-ONE LEASING INC.

## REGISTERED OFFICE INFORMATION

**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## RECORDS OFFICE INFORMATION



**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Carline, Gareth

**Mailing Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Delivery Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Last Name, First Name, Middle Name:**
KING, PAUL

**Mailing Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

**Delivery Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

NO OFFICER INFORMATION FILED AS AT October 21, 2015.

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

# BC Company Summary

For

## HELI-ONE CANADA ULC

**Date and Time of Search:** April 19, 2016 09:55 AM Pacific Time

**Currency Date:** February 10, 2016

## ACTIVE

**Incorporation Number:** C1016902

**Name of Company:** HELI-ONE CANADA ULC

**Recognition Date and Time:** Continued into British Columbia on October 21, 2014 02:46 PM Pacific Time

**In Liquidation:** No

**Last Annual Report Filed:** October 21, 2015

**Receiver:** No

### CONVERT FROM

**Previous Company Name**

HELI-ONE CANADA INC.

**Date of Company Change**

October 21, 2014

### PREVIOUS FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**

448980-2

**Name in Foreign Jurisdiction:**

HELI-ONE CANADA INC.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**

September 17, 2008

**Foreign Jurisdiction:**

FEDERAL

### EXTRAPROVINCIAL REGISTRATION INFORMATION

**Previous Registration Number in BC:**

A0075594

**Extraprovincial Company's Name in BC:**

HELI-ONE CANADA INC.

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**

4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## RECORDS OFFICE INFORMATION



**Mailing Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

**Delivery Address:**
4740 AGAR DRIVE
RICHMOND BC V7B 1A3
CANADA

## DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**
Carline, Gareth

**Mailing Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Delivery Address:**
113 189 EAST 16TH AVENUE
VANCOUVER BC V5T 4R2
CANADA

**Last Name, First Name, Middle Name:**
KING, PAUL

**Mailing Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

**Delivery Address:**
1919 WEST 13TH AVENUE
VANCOUVER BC V6J 2H5
CANADA

NO OFFICER INFORMATION FILED AS AT October 21, 2015.

This is **Exhibit "C"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed September 20, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

---

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER AUTHORIZING CHC GROUP LTD.**
**TO ACT AS FOREIGN REPRESENTATIVE ON BEHALF**
**OF THE DEBTORS' ESTATES PURSUANT TO 11 U.S.C. § 1505**

Upon the motion, dated August 22, 2016 (the "**Motion**"),[1] of CHC Group Ltd. ("**CHC Group**") and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to section 1505 of title 11 of the United States Code (the "**Bankruptcy Code**"), authorizing CHC Group to act as Foreign Representative on behalf of the Debtors' estates in any judicial or other proceedings in a foreign country,

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

including the Canadian Proceedings, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Wynne Sewell LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, TX 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (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 HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent 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, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.),

counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) the Debtors' Canadian creditors; and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. CHC Group is authorized, pursuant to section 1505 of the Bankruptcy code, to act as the Foreign Representative on behalf of the Debtors' estates in any judicial or other proceeding held in a foreign country, including the Canadian Proceedings. As Foreign Representative, CHC Group shall be authorized and have the power to act in any way permitted by applicable foreign law, including, but not limited to (i) seeking recognition of these chapter 11 cases in the Canadian Proceedings, (ii) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, (iii) seeking any other appropriate relief from the Canadian Court that CHC Group deems just and proper in the furtherance of the protection of the Debtor's estates; and (iv) taking similar steps and seeking similar relief in any

other foreign jurisdiction in which the Debtors determine it is necessary to commence an ancillary proceeding.

3. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a "foreign main proceeding" and CHC Group as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

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

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

###END OF ORDER###

140

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

*Attorneys for Debtors and Debtors in Possession*

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 20th day of September 2016 at Dallas, Texas
Clerk, U. S. Bankruptcy Court
Northern District of Texas
By Juanita L. Brown Deputy

This is **Exhibit "D"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

Docket #0289 Date Filed: 06/09/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 142
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed June 8, 2016**

**United States Bankruptcy Judge**

---

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY CERTAIN (A) EMPLOYEE OBLIGATIONS AND (B) INDEPENDENT CONTRACTOR OBLIGATIONS, (II) MODIFYING THE AUTOMATIC STAY AND, (III) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS PURSUANT TO SECTIONS 105(a), 363(b), AND 507(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

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 an order pursuant to section 105(a), 363(b) and 507(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of

[1] Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

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Bankruptcy Procedure (the "**Bankruptcy Rules**") (i) authorizing, but not directing, the Debtors to (a) pay, in their sole discretion, Employee Obligations and all costs incident to the foregoing, and (b) maintain and continue to honor their practices, programs, and policies in place for their employees as they were in effect as of the Petition Date, as such may be modified, amended, or supplemented from time to time in the ordinary course of business, (ii) authorizing, but not directing, the Debtors to pay, in their sole discretion, Independent Contractor Obligations, (iii) modifying the automatic stay with respect to the Workers Compensation Programs, and (iv) authorizing the Banks to receive, honor, process, and pay all checks issued or to be issued and electronic funds transfers requested or to be requested related to such obligations, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (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 the administrative agent 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) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (viii) the Board of Equalization, PO Box 942879, Sacramento, Ca. 94279, (ix) the Securities and Exchange Commission, (x) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xi) the Internal Revenue Service, and (xii) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Final Hearing**"); and the appearances of all interested parties having been noted in the record of the Final Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized, but not directed, to satisfy all prepetition Employee Obligations and Independent Contractor Obligations and all costs incident to the foregoing in accordance with the Debtors' customary policies, including, but not limited to,

Compensation Obligations, Payroll Taxes and Deductions, Expense Reimbursements, PEO Fees, Employee Benefits, and Service Fees in the ordinary course of business as they come due and in accordance with the forecast required to be provided to the Official Committee of Unsecured Creditors (the "**Committee**") under the interim and/or final orders approving the use of cash collateral, including any variance approved by the Court.

3. The Debtors are authorized, but not required, to maintain and continue to honor their practices, programs and policies in place for the benefit of their Employees as were in effect as of the Petition Date, as such may be modified, amended, or supplemented from time to time in the ordinary course of business; *provided, however*, that the Debtors will obtain the consent of the Committee, not to be unreasonably withheld, on five (5) business days' notice or further order of the Court prior to making any material modification to any programs or policies.

4. The Debtors are authorized, but not directed, to make payments on account of the PTO Cash-Out Benefits not to exceed $2 million in aggregate unless otherwise approved by further order of the Court. The Debtors will provide the Committee, by and through their advisors, a monthly report of all payments made on or after the Petition Date pursuant to this paragraph. Such report shall be due on the 20th day after (or the next business day if such day is not a business day) the last day of the month.

5. Pursuant to section 362(d) of the Bankruptcy Code, to the extent any of the Debtors' Employees hold claims under the Debtors' Workers Compensation Programs, those Employees are authorized to proceed with their Workers Compensation Claims in the appropriate judicial or administrative forum under the applicable Workers Compensation Programs; provided, that such claims are pursued in accordance with the Workers Compensation

Programs, and recoveries, if any, are limited to the proceeds from the applicable Workers Compensation Programs.

6. The Banks are authorized, at the Debtors' request, to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to Employee Obligations or Independent Contractor Obligations.

7. The Banks are authorized to rely upon the representations of the Debtors as to which checks and transfers to honor with respect to the payment of Employee Obligations and Independent Contractor Obligations.

8. The Banks are prohibited from placing any holds on, or attempting to reverse or otherwise interfere with, any checks or transfers to the Employees' accounts on account of the Employee Obligations, the Independent Contractor Obligations, and the costs and expenses incident thereto.

9. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or transfer requests on account of the Employee Obligations or Independent Contractor Obligations dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

10. The Debtors are authorized, but not directed, to pay all postpetition costs and expenses incident to the Employee Obligations and Independent Contractor Obligations, including administrative and processing fees (including but not limited to, the PEO Fees) to outside professionals in the ordinary course of business.

11. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 the Employees, Independent Contractors, PEOs, Taxing Authorities, or Benefits Providers under applicable nonbankruptcy law, (iii) a waiver of any claims or causes of action which may exist against any Employees, Independent Contractors, PEOs, Taxing Authorities, or Benefits Providers, or (iv) an assumption, adoption or rejection of any contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

12. Nothing in this Order shall be deemed to authorize the payment of any amounts in satisfaction of prepetition bonus or severance obligations that are subject to section 503(c) of the Bankruptcy Code.

13. Notwithstanding any other provision of this Order, no payments to any individual Employee or Independent Contractor on account of prepetition wages, salaries, or commissions, including severance earned by such individual Employee or Independent Contractor, or on account of contributions to an employee benefit plan shall exceed the amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

14. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

17. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

/s/ Stephen A. Youngman

Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
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Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "E"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

Docket #0056 Date Filed: 05/07/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

151

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed May 7, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

---

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER ENFORCING THE PROTECTIONS OF SECTIONS 362, 365, 525, AND 541(c) OF THE BANKRUPTCY CODE PURSUANT TO SECTION 105 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 entry of an order enforcing the protections of sections 362, 365, 525, and 541(c) of title 11 of the United States Code (the "**Bankruptcy Code**"), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.



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in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (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, and (viii) the Internal Revenue Service (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual

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

1. The Motion is granted as set forth herein.

2. Pursuant to section 362 of the Bankruptcy Code, the commencement of these chapter 11 cases shall operate as a stay, applicable to all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign and domestic governmental units (and all those acting for or on their behalf) of:

a. The commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors' chapter 11 cases, or an act to recover a claim against the Debtors that arose before the commencement of the Debtors' chapter 11 cases;

b. The enforcement, against the Debtors or against property of their estates, of a judgment obtained before the commencement of the Debtors' chapter 11 cases;

c. Any act to obtain possession of property of the estates or of property from the estates or to exercise control over property of the Debtors' estates;

d. Any act to create, perfect, or enforce any lien against property of the Debtors' estates;

e. Any act to create, perfect, or enforce against property of the Debtors any lien to the extent that such lien secures a claim that arose before the commencement of the Debtors' chapter 11 cases;

f. Any act to collect, assess, or recovery a claim against the Debtors that arose before the commencement of the Debtors' chapter 11 cases;

g. The setoff of any debt owing to the Debtors that arose before the commencement of these chapter 11 cases; and

h. The commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of the Debtors for a taxable period the bankruptcy court may determine.

3. This Order shall not affect the exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code.

4. Pursuant to section 365(e) of the Bankruptcy Code, and notwithstanding a provision in an executory contract or unexpired lease, or in applicable law, an executory contract or unexpired lease of the Debtors may not be terminated or modified, and any right or obligation under such contract or lease may not be terminated or modified, at any time after the commencement of the Debtors' chapter 11 cases solely because of a provision in such contract or lease that is conditioned on (i) the insolvency or financial condition of any or all Debtors or (ii) the commencement of the Debtors' chapter 11 cases.

5. Pursuant to section 525 of the Bankruptcy Code, a foreign or domestic governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, deny employment to, terminate the employment of, or discriminate with respect to employment against, the Debtors or the Debtors' affiliates on account of (i) the commencement of the Debtors' chapter 11 cases, (ii) the Debtors' insolvency, or (iii) the fact that the Debtors have not paid a debt that is dischargeable in the chapter 11 cases; and

6. Pursuant to section 541(c) of the Bankruptcy Code, any interest of the Debtors in property becomes property of the estates, notwithstanding any provision in any agreement, transfer instrument, or applicable nonbankruptcy law, that: (a) restricts or conditions transfer of such interest by the Debtors, or (b) is conditioned on the insolvency or financial condition of the Debtors or on the commencement of the Debtors' chapter 11 cases, and that

effects or gives an option to effect a forfeiture, modification, or termination of the Debtor's interest in property.

7. This Order is intended to be declarative of and coterminous with, and shall neither abridge, enlarge nor modify, the rights and obligations of any party under sections 362, 365, 525, and 541(c) of the Bankruptcy Code.

8. This Order shall neither abridge nor modify the rights and remedies, if any, of any party under the Convention on International Interests in Mobile Equipment (the "**Convention**") and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "**Protocol**"), if such Convention and Protocol is applicable.

9. Entry of this Order is without prejudice to the right of any party in interest to seek further clarification from the Court as to the application of any of these provisions of the Bankruptcy Code.

10. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 the Debtors' creditors, contract counterparties, and other parties in interest in foreign jurisdictions under applicable nonbankruptcy law, (iii) a waiver of any claims or causes of action which may exist against any these parties or (iv) an assumption, adoption or rejection of any agreement, contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

11. Notwithstanding any applicability of Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

157

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

/s/ Stephen A. Youngman
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-and-

Gary T. Holtzer (*pro hac vice* pending)
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*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "F"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
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Docket #0287 Date Filed: 06/09/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 159
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed June 8, 2016**

**United States Bankruptcy Judge**

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16– 31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

# FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY CERTAIN PREPETITION TAXES AND (II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS PURSUANT TO SECTIONS 105(a), 363(b), 507(a)(8), AND 541(d) 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 an order pursuant to sections 105(a), 363(b), 507(a)(8), and 541(d) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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of Bankruptcy Procedure (the "**Bankruptcy Rules**"), authorizing, but not directing, the Debtors to satisfy all Taxes due and owing to various local, state and foreign taxing authorities and governmental regulatory bodies (collectively, the "**Taxing Authorities**")[1] that arose prior to the Petition Date, including all Taxes subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date, and authorizing applicable banks and financial institutions (collectively, the "**Banks**") to receive, honor, process and pay all checks issued or to be issued and electronic funds transfers requested or to be requested relating to the above, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 the

[1] The definition of "Taxing Authorities" includes, but is not limited to, those parties set forth on the Taxing Authorities List attached hereto as **Exhibit 1**. The inclusion of any entity on, or the omission of any entity from, the Taxing Authorities List is not an admission by the Debtors that such entity is, or is not, a Taxing Authority to which the Debtors owe any amount, and the Debtors reserve all rights with respect to any such determination.

administrative agent 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, and (ix) the Taxing Authorities; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Final Hearing**"); and the appearances of all interested parties having been noted in the record of the Final Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized, but not directed, to satisfy all Taxes due and owing to the Taxing Authorities, including, without limitation, those Taxing Authorities listed on **Exhibit 1** annexed hereto, that arose prior to the Petition Date, including all Taxes subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date. All payments authorized by this paragraph shall be paid in accordance with the forecast required to be provided to the Official Committee of Unsecured Creditors (the "**Committee**") under the interim and/or final orders approving the use of cash collateral, including any variance approved by the Court.

3. The Debtors will provide the Committee, by and through their advisors, a monthly report of all payments made on or after the Petition Date pursuant to this Order. Such report shall be due on the 20th day after (or the next business day if such day is not a business day) the last day of the month.

4. The Banks are authorized, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to the prepetition Taxes. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, or wires in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, or wire; or (c) an innocent mistake made despite implementation of reasonable handling procedures., and the Banks may rely on the representations of the Debtors regarding which checks that were drawn or instructions that were issued by the Debtors before the Petition Date should be honored postpetition pursuant to an Order of this Court.

5. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or transfer requests on account of the prepetition Taxes dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

6. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 Taxing Authority under applicable nonbankruptcy

law, (iii) a waiver of any claims or causes of action which may exist against any Taxing Authority or (iv) an assumption, adoption or rejection of any contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

10. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

/s/ Stephen A. Youngman
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-and-

Gary T. Holtzer (*pro hac vice* pending)
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*Proposed Attorneys for Debtors and Debtors in Possession*

**EXHIBIT 1**

165

**List of Taxing Authorities**

| Taxing Authority or Regulatory Body | Address | Type of Tax |
|---|---|---|
| Australian Taxation Office or the Commissioner of Taxation | Australian Taxation Office,<br>Locked Bag 1936,<br>Albury NSW 1936 | Foreign Tax |
| Autoridade Tributaria De Mocambique | Av. 24 de Julho, Maputo, Mozambique | Foreign Tax |
| Banco De Prevision Social<br><br>Direccion General Impositiva | Banco De Prevision Social,<br>Tax Consulting and Collection (ATYR),<br>Sarandí 570, Uruguay<br><br>Direccion General Impositiva<br>División Atención y Asistencia<br>Av. Daniel Fernández Crespo 1534 - PB | Foreign Tax |
| Barbados Revenue Authority | Barbados Revenue Authority, Treasury Building, Bridgetown | Foreign Tax |
| Belastingdienst | Tax Administration / National Collection Centre, PO Box 100,<br>6400 AC Heerlen | Foreign Tax |
| Board of Equalization | Board of Equalization,<br>P.O. Box 942879,<br>Sacramento, California 94279-3535 | Sales Tax |
| Brazil Civil Aviation Authority (ANAC) | Agência Nacional de Aviação Civil – ANAC<br>Setor Comercial Sul - Quadra 09 - Lote C<br>Edifício Parque Cidade Corporate - Torre A (1º ao 7º andar)<br>Brasília – DF | Regulatory Assessment |
| Bugetul De Stat, Bugetul Asigurarilor De Stat (Romania) | Agentia Nationala de Adminstrare Fiscala,<br>Str. Apolodor, nr. 17, sector 5,<br>Bucuresti, CP 050741 | Foreign Tax |
| Canada Revenue Agency<br><br>Receiver General for Canada | Canada Revenue Agency<br>9755 King George Boulevard<br>Surrey BC V3T 5E1<br><br>Public Works & Government Services Canada<br>Cheque Redemption Control Directorate<br>P.O. Box 1000<br>Matane, QC, G4W 4N3 | Foreign Tax |
| Canadian Transport Authority; Transport Canada Civil Aviation | Tower C Place de Ville<br>330 Sparks Street<br>Ottawa, ON K1A 0N5, Canada | Regulatory Assessment |
| China Civil Aviation Authority | NO.155 Dongsi West Avenue<br>Dongcheng District<br>Beijing 100710, PRC | Regulatory Assessment |
| Civil Aviation Safety Authority | PO Box 2005<br>Canberra 2601<br>Australia AU | Regulatory Assessment |

| Taxing Authority or Regulatory Body | Address | Type of Tax |
|---|---|---|
| City of Delta, c/o Alpha Aviation | Alpha Aviation<br>7800 Alpha Way, Delta, BC V4K 0A7 | Property Tax |
| City of Richmond | 6911 No. 3 Road Richmond BC V6Y 2C1 | Property Tax |
| Civil Aviation Authority of the Cayman Islands | Cayman Islands<br>PO Box 10277<br>Grand Cayman<br>KY1-1003<br>Cayman Islands KY | Regulatory Assessment |
| Consumer Taxation Branch | Consumer Taxation Branch, PO Box 9442 Stn Prov Govt, Victoria, B.C. V8W 9V4 | Sales Tax |
| De Ontvanger Der Direkte Belastingen | v. Sommeldijkstraat 27, Suriname | Foreign Tax |
| Department of State Revenue of Atyrau City | State revenue committee Ministry of financc of the Republic of Kazakhstan<br>10 bld., Beibitshilik str., 010000, Astana | Foreign Tax |
| Direccion General Ge Aeronautica Civil (DGAC, Mexico) | Direccion General Ge Aeronautica Civil<br>La Secretaría de Comunicacioncs y Transportes (SCT)<br>Av. Xola y Universidad S/N, Col Narvarte, Deleg. Benito Juárez. Ciudad de México<br><br>DGAC, Communications and Transportation Ministry (SCT)<br>General Commandership<br>Ing. Francisco Luis Quiroz Pulido, Ing. Oscar Jorge Gutiérrez Briseño<br>Mexico City International Airport<br><br>mmonroca@sct.gob.mx<br>(0155) 5723-9300, ext. 20800 | Regulatory Assessment |
| Directorate General of Civil Aviation ("Direktorat Jenderal Perhubungan Udara") (DGAC, Indonesia) | Directorate General Of Civil Aviation<br>Gedung Karsa Lantai 5<br>Kementerian Perhubungan<br>JI. Medan Merdeka Barat No.8, Jakarta Pusat Jakarta 10110<br><br>+62 (021) 3505550<br>+62 (021) 3505006<br>+62 8 111 004 222Email<br>: hubud@dephub.go.id | Regulatory Assessment |
| Direction Inter Prefectorale Des Impots Des Grandes Enterprises Personnes Morales | Director General of Taxation<br>Avenue haj Ahmed Cherkaoui,<br>administrative district, Agdal, Rabat | Foreign Tax |
| Dublin City Counsel Rates Account | 16 Castle Street, Dublin 2 D02 TR63 | Property Tax |

| Taxing Authority or Regulatory Body | Address | Type of Tax |
|---|---|---|
| EUROPEAN AVIATION SAFETY AGENCY (EASA) | POSTFACH 10<br>12 53 DE<br>50452 COLOGNE, GERMANY | Regulatory Assessment |
| Environment Canada | 5th Floor, 45 Alderney Drive<br>Dartmouth, NS<br>B2Y 2N6, Canada | Regulatory Assessment |
| Federal Aviation Administration | Mike Monroney<br>Aeronautical Center, General Acct Div.<br>AMK-322, PO Box 25082<br>Oklahoma City, OK 73125 | Regulatory Assessment |
| Gemeente Den Helder | Doctorandus F. Bijlweg 20, 1784 MC Den Helder, Netherlands | Property Tax |
| Gemeente Haarlemmermeer GRB | Stadhuis van Haarlem, Grote Markt 2, 2011 RD Haarlem, Netherlands | Property Tax |
| Hoogheemraadschap Hollands Noorderk | PO Box 250, 1700 AG Heerhugowaard | Property Tax |
| Her Majesty's Revenue and Customs | Self Assessment,<br>HM Revenue and Customs,<br>BX9 1AS, United Kingdom | Foreign Tax |
| J-CAB (Japanese) | 2-1-3 Kasumigaseki, Chiyoda-ku<br>Tokyo 100-8918 | Regulatory Assessment |
| Liberia Revenue Authority | Liberia Revenue Authority,<br>1000-10 Monrovia, Liberia | Foreign Tax |
| Luxembourg Inland Revenue: Administration des contributions directes | Luxembourg Inland Revenue (ACD),<br>45, boulevard Roosevelt,<br>L-2982 Luxembourg, Luxembourg<br><br>18, rue du Fort Wedell, Luxembourg L-2982 Luxembourg<br><br>49, rue de l'Alzette, Esch-sur-Alzette PO Box 243, L-4003 Esch-sur-Alzette<br><br>2, rue Clairefontaine, Diekirch PO Box 155, L-9202 Diekirch | Foreign Tax |
| Ministry of Land, Transportation (Korea) | 11 Doum 6-ro, Government Complex-Sejong<br>Sejong-si 30103<br>Republic of Korea | Regulatory Assessment |
| Ministry of Taxes of the Republic of Azerbaijan | Azərbaycan Respublikası, AZ1073, Bakı şəhəri, Landau küç.,16 | Foreign Tax |
| MoD Republic of Slovenia | Republic of Slovenia<br>Ministry of Defence<br>Vojkova cesta 55<br>Republic of Slovenia | Regulatory Assessment |
| Nigeria Federal Inland Revenue Service | 16 Sokode Crescent<br>Wuse Zone 5<br>Garki, Abuja, Nigeria | Foreign Tax |

| Taxing Authority or Regulatory Body | Address | Type of Tax |
|---|---|---|
| Norwegian Aviation Authorities | PO Box 243<br>N-8001 BODØ<br>Norway<br>postmottak@caa.no | Regulatory Assessment |
| Public Works and Government Service Canada | 11 Laurier Street<br>PDP III<br>Gatineau, QC K1A 0S5, Canada | Regulatory Assessment |
| Republique Gabonaise | Ministere De L'Economic, du Commerce, De L'Industrie et du Tourisme<br>Direction Generale Des Impots<br>BP 37/45 – Libreville, Gabon | Foreign Tax |
| Revenue Commissioners | Office of the Revenue Commissioners,<br>Large Case Division,<br>Ballaugh House,<br>73-79 Mount St. Lower<br>Dublin 2 D02 PX37 | Foreign Tax |
| SAI Global | GPO Box 5420<br>Sydney, NSW 2001<br>Australia | Regulatory Assessment |
| Skatteetaten, Skatteoppkreveren I Sola | Postboks 99, 4097 SOLA, Norway | Foreign Tax |
| Swiss Tax Federation | Swiss Federal Tax Administration<br>Main Division Value Added Tax<br>Schwarztorstrasse 50, 3003 Berne<br><br>Main Division for Federal Direct Tax, Anticipatory Tax and Stamp Duty<br><br>Eidgenössische Steuerverwaltung<br>Hauptabteilung Direkte Bundessteuer, Verrechnungssteuer, Stempelabgaben<br>Eigerstrasse 65 3003 Bern | Foreign Tax |
| Tanzania Revenue Authority | 28 Edward Sokoine Drive,11105 Mchafukoge, Ilala CBD, P.O.Box 11491, Dar es salaam, Tanzania | Foreign Tax |
| Tesoreria General Del Estado | Tesoreria General Del Estado, Malabo II, Autopista, Equatorial Guinea | Foreign Tax |
| Thai Department of Civil Aviation | 71 Soi Ngarmduplee, Rama IV Road, Thung Mahamek<br>Bangkok 10120, Thailand | Regulatory Assessment |

| Taxing Authority or Regulatory Body | Address | Type of Tax |
|---|---|---|
| Timor-Lest Petroleum Office | Officers of the Timor-Leste Revenue Service are not authorised to receive payments from taxpayers. Pay Taxes at a Banco Nacional Ultramarino (BNU) Branch.<br><br>Dili District Office, Avenida Nicolau Lobato, Dili<br><br>Baucau District Office, Vilanova Street, Kota Baru, Baucau,<br><br>Maliana District Office, Holsa Street, Maliana. | Foreign Tax |
| Tresorier Payeur<br><br>Direction Generale Des Impots Et Des Domaines | Chef du Service d'assiette N°3<br>Centre des Impôts des Moyennes Entreprises du Littoral, Cotonou | Foreign Tax |
| U.S. Department of Transportation | U.S. Department of Transportation<br>1200 New Jersey Ave, SE<br>Washington, DC 20590 | Regulatory Assessment |
| Western Australia Office of Sate Revenue<br><br>Norther Territory Revenue Office | Office Of State Revenue<br>GPO Box T1600<br>Perth WA 6845<br><br>Territory Revenue Office<br>Level 14, Charles Darwin Centre<br>19 The Mall, Darwin | Foreign Tax |

This is **Exhibit "G"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
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Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 172
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed June 8, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

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

**DALLAS DIVISION**

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

# FINAL ORDER AUTHORIZING DEBTORS TO MAINTAIN, APPLY, PAY, AND HONOR PREPETITION CUSTOMER DEPOSITS PURSUANT TO SECTIONS 363(B) AND 105(A) 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 an order pursuant to sections 363(b) and 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**") authorizing Debtors to maintain, apply, pay, and honor

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.



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prepetition customer deposits, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 the administrative agent 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, and (ix) the Customers (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Final Hearing**"); and the appearances of all interested parties having been noted in the record of the Final Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with

the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b) to maintain, apply, pay, and honor the Customer Deposits in the ordinary course of business and consistent with past practice.

3. The Debtors will provide the Committee, by and through their advisors, a monthly report of all payments made on or after the Petition Date pursuant to this Order. Such report shall be due on the 20th day after (or the next business day if such day is not a business day) the last day of the month.

4. The Banks are authorized, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to the Customer Deposits.

5. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or transfer requests on account of the Customer Deposits dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

6. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 the Customers, (iii) a waiver of any claims or causes of action which may exist against any Customer, or (iv) an assumption, adoption or rejection of any contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

10. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

/s/ Stephen A. Youngman
Stephen A. Youngman (22226600)
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*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "H"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
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(604) 631-4218

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 178
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed September 23, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**SIXTH INTERIM ORDER AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (D) HONOR CERTAIN PREPETITION OBLIGATIONS RELATING TO THE USE OF THE CASH MANAGEMENT SYSTEM, AND (II) GRANTING EXTENSION OF TIME TO COMPLY WITH, AND PARTIAL WAIVER OF, REQUIREMENTS OF SECTION345(b) OF THE BANKRUPTCY CODE PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

Upon the Motion, dated May 5, 2016 (the "**Motion**"),[1] of CHC Group Ltd.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 105(a), 363(c), 345(b), 364(a), and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") for (i) authorization to (a) continue their existing cash management system (the "**Cash Management System**"), (b) continue certain Intercompany Transactions (as defined below), including Intercompany Netting (as defined below), and afford Intercompany Transactions with Debtor entities administrative expense priority, (c) maintain existing bank accounts (collectively, the "**Bank Accounts**") located at various banks (collectively, the "**Banks**") and existing business forms, and (d) honor certain prepetition obligations relating to the use of the Cash Management System; and (ii) an extension of time to comply with, and waiver of, the requirements of section 345(b) of the Bankruptcy Code, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), and (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 the administrative agent 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) the Banks; (x) American Express; and (xi) Berkeley Payment Solutions; and it appearing that no other or further notice need be provided; and a first interim order granting the requested relief having been entered by the Court on May 7, 2016 (Docket No. 59) (the "**First Interim Order**"); and a second interim order granting the requested relief having been entered by the Court on June 9, 2016 (Docket No. 288) (the "**Second Interim Order**"); and a third interim order granting the requested relief having been entered by the Court on July 8, 2016 (Docket No. 569) (the "**Third Interim Order**"); and a fourth interim order granting the requested relief having been entered by the Court on August 9, 2016 (Docket No. 733) (the "**Fourth Interim Order**"); and a fifth interim order granting the requested relief having been entered by the Court on September 2, 2016 (Docket No. 832) (the "**Fifth Interim Order**"); and the Debtors having obtained bonds in favor of the U.S. Trustee with respect to their Bank Accounts at Bank of America, N.A. and HSBC Bank Canada in order to satisfy the requirements of section 345(b) of the Bankruptcy Code; and a hearing having been held to consider a sixth interim order granting the relief requested in the Motion (the "**Hearing**"); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had

before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted on an interim basis as set forth herein.

2. The Debtors are authorized and empowered, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation, Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System).

3. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

4. All Intercompany Claims against a Debtor by another Debtor or non-debtor affiliate arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

5. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**,[1] hereof, in the

[1] **Schedule 1** does not include accounts closed since the Petition Date.

names and with the account numbers existing immediately prior to the Petition Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and counsel to the Official Committee of Unsecured Creditors); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse ("**ACH**") payments, electronic funds transfer ("**EFT**") payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts.

6. Except as otherwise provided in this Order, all Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

7. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee made prior to or on the Petition Date (including any ACH payments or EFT payments such Bank is or becomes obligated to settle), or any instruments issued by any of the Banks on behalf of any Debtor, shall be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

8. Unless otherwise ordered by this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The Banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on

account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored.

9. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

11. Pursuant to section 364(a) of the Bankruptcy Code, the Debtors are authorized in connection with the ordinary course of their Cash Management System to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing.

12. The bonds obtained by the Debtors to cover their accounts held with Bank of America, N.A. and HSBC Bank Canada are hereby deemed sufficient, and the Debtors are in compliance with section 345(b) of the Bankruptcy Code with respect to those accounts.

13. The requirements of section 345(b) of the Bankruptcy Code are hereby waived with respect to all Bank Accounts not held at Bank of America, N.A. or HSBC Bank Canada.

14. The Debtors are authorized to use their existing Business Forms and are not required to obtain new paper check stock reflecting their status as debtors in possession, but shall take reasonable efforts to print or stamp "debtor in possession" and the chapter 11 case number under which these cases are being jointly administered on any paper check stock or checks generated electronically.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. The Committee reserves all rights as to what constitutes Prepetition Collateral or Cash Collateral (as defined in the Cash Collateral Motion). Nothing contained in this Sixth Interim Order or any action taken by the Debtors in implementing this Sixth Interim Order shall be deemed (i) an admission as to the validity of any Intercompany Claim, (ii) an admission as to what constitutes Prepetition Collateral or Cash Collateral (as defined in the Cash Collateral Motion) or (iii) a waiver of the Debtors', the Committee's or any party in interest's right to dispute the amount of, basis for, or validity of any Intercompany Claim.

17. With the exception of the relief provided for in paragraphs 12 and 13 above, which shall be granted on a final basis, the hearing to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on **October 18, 2016 at 9:00 a.m. (Prevailing Central Time)**; and any objections to entry of such order shall be in writing, filed with the Court, and served upon (i) counsel to the Debtors, (ii) the U.S. Trustee and (iii) proposed counsel to the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York New York 10036, Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.; and Gardere Sewell Wynne LLP, 3000

Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, Attn: Marcus Helt, Esq., in each case so as to be received no later than **4:00 p.m. (Prevailing Central Time) on October 11, 2016**.

18. Nothing contained in this Sixth Interim Order or any action taken by the Debtors in implementing this Sixth Interim Order shall be deemed (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 the Banks under applicable nonbankruptcy law, or (iii) a waiver of any claims or causes of action which may exist against any Bank.

19. Notwithstanding any applicability of Bankruptcy Rule 6004(h) the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) have been satisfied.

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

22. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Sixth Interim Order.

**###END OF ORDER###**

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*

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*Proposed Attorneys for Debtors and Debtors in Possession*

**SCHEDULE 1**

**Debtors' Bank Accounts**

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 1 | 6922767 Holding SARL - Zug Branch | Credit Suisse | Checking | USD | 4724 |
| 2 | 6922767 Holding SARL - Zug Branch | Credit Suisse | Checking | CHF | 4721 |
| 3 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | EUR | 3043 |
| 4 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | USD | 3027 |
| 5 | 6922767 Holding SARL | ING Luxembourg SA | Checking | EUR | 0000 |
| 6 | 6922767 Holding SARL - Branch 4 | Bank of America, N.A. (London) | Checking | USD | 3077 |
| 7 | 6922767 Holding SARL - Branch 4 | Bank of America, N.A. (London) | Checking | EUR | 3069 |
| 8 | Capital Aviation Services B.V. | Bank of America, N.A. (London) | Checking | EUR | 8038 |
| 9 | CHC Cayman ABL Borrower Ltd | Bank of America, N.A. (London) | Checking | USD | 0028 |
| 10 | CHC Cayman ABL Borrower Ltd | Bank of America, N.A. (London) | Checking | EUR | 0010 |
| 11 | CHC Cayman ABL Holdings Ltd | Bank of America, N.A. (London) | Checking | USD | 4011 |
| 12 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | AUD | 1071 |
| 13 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | CAD | 1063 |
| 14 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | EUR | 1055 |
| 15 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | GBP | 1047 |
| 16 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | NOK | 1039 |
| 17 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | USD | 1021 |
| 18 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | USD | 1013 |
| 19 | CHC Den Helder BV | Bank of America, N.A. (London) | Checking | EUR | 4016 |
| 20 | CHC Global Operations (2008) ULC | HSBC Bank Canada | Checking | CAD | 2001 |
| 21 | CHC Global Operations (2008) ULC | HSBC Bank Canada | Checking | USD | 2070 |
| 22 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3111 |
| 23 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | USD | 1011 |
| 24 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | MZN | 1003 |
| 25 | CHC Global Operations Canada (2008) ULC | HSBC Bank Canada | Checking | CAD | 0001 |
| 26 | CHC Global Operations Canada (2008) ULC | HSBC Bank Canada | Checking | USD | 0070 |
| 27 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | TZS | 7455 |
| 28 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | NAD | 5854 |
| 29 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3103 |
| 30 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3096 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 31 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3070 |
| 32 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3062 |
| 33 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3054 |
| 34 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3020 |
| 35 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | EUR | 3012 |
| 36 | CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch | Societe Generale (Equatorial Guinea) | Checking | XAF | 0183 |
| 37 | CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch | Societe Generale (Equatorial Guinea) | Checking | XAF | 0154 |
| 38 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0580 |
| 39 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0432 |
| 40 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0377 |
| 41 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0309 |
| 42 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0246 |
| 43 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0068 |
| 44 | CHC Global Operations International ULC | BICI Gabon | Checking | XAF | 8605 |
| 45 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | CAD | 9001 |
| 46 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | USD | 9070 |
| 47 | CHC Global Operations International ULC | Ecobank Benin | Checking | XOF | 8801 |
| 48 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | USD | 9072 |
| 49 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8103 |
| 50 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8096 |
| 51 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | EUR | 8088 |
| 52 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8070 |
| 53 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8062 |
| 54 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8054 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 55 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | EUR | 8046 |
| 56 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8020 |
| 57 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8012 |
| 58 | CHC Global Operations International ULC | UniCredit Tiriac ASA | Checking | RON | 2000 |
| 59 | CHC Global Operations International ULC | BMCI (Groupe BNP Paribas) | Checking | MAD | 0296 |
| 60 | CHC Global Operations International ULC – Kazakhstan Branch | ATF Bank | Checking | KZT | 3705 |
| 61 | CHC Global Operations International ULC – Kazakhstan Branch | ATF Bank | Checking | USD | 0821 |
| 62 | CHC Global Operations International ULC – Equatorial Guinea | Bank of America, N.A. (London) | Checking | EUR | 8129 |
| 63 | CHC Global Operations International ULC – Equatorial Guinea | Bank of America, N.A. (London) | Checking | USD | 8111 |
| 64 | CHC Group Ltd. | Bank of America, N.A. (USA) | Checking | USD | 0148 |
| 65 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | USD | 0051 |
| 66 | CHC Helicopter (1) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 67 | CHC Helicopter (2) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 68 | CHC Helicopter (3) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 69 | CHC Helicopter (4) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 70 | CHC Helicopter (5) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 71 | CHC Helicopter (Barbados) SRL | RBC | Checking | USD | 8922 |
| 72 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | NOK | 5066 |
| 73 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | GBP | 5058 |
| 74 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | EUR | 5040 |
| 75 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | USD | 5016 |
| 76 | CHC Helicopter (Barbados) SRL | RBC | Checking | BBD | 1689 |
| 77 | CHC Helicopters (Australia) | ANZ Banking Group | Checking | USD | 2002 |
| 78 | CHC Helicopter Australia Pty Ltd. | Bank of America, N.A. (London) | Checking | AUD | 0038 |
| 79 | CHC Helicopter Australia Pty Ltd. | Bank of America, N.A. (London) | Checking | USD | 0012 |
| 80 | CHC Helicopter Australia Pty Ltd. | ANZ Banking Group | Restricted Account | USD | 0001 |
| 81 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | AUD | 7001 |
| 82 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | AUD | 7002 |
| 83 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | USD | 7159 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 84 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | EUR | 4058 |
| 85 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | USD | 4016 |
| 86 | CHC Helicopter Holding S.à. r.l | ING Luxembourg SA | Checking | EUR | 0000 |
| 87 | CHC Helicopter Holding S.à. r.l | JSC CB "RBS (Kazakhstan)" | Checking | USD | 9695 |
| 88 | CHC Helicopter Holding S.à. r.l - Zug Branch | Credit Suisse | Checking | CHF | 1000 |
| 89 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | CAD | 7073 |
| 90 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | USD | 7023 |
| 91 | CHC Helicopter S.A. | ING Luxembourg SA | Checking | EUR | 0000 |
| 92 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | CAD | 7148 |
| 93 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | NOK | 7130 |
| 94 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | EUR | 7122 |
| 95 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | GBP | 7114 |
| 96 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | USD | 7106 |
| 97 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | EUR | 7049 |
| 98 | CHC Helicopter S.A. | Bank of America, N.A. (USA) | Checking | USD | 6258 |
| 99 | CHC Helicopter S.A. - Branch 1 | Bank of America, N.A. (London) | Checking | EUR | 7099 |
| 100 | CHC Helicopter S.A. - Branch 1 | Bank of America, N.A. (London) | Checking | USD | 7081 |
| 101 | CHC Helicopter S.A. - Branch 3 | Bank of America, N.A. (London) | Checking | USD | 7065 |
| 102 | CHC Helicopter S.A. - Zug Financial Branch | Credit Suisse | Checking | EUR | 2002 |
| 103 | CHC Helicopter S.A. - Zug Financial Branch | Credit Suisse | Checking | CHF | 1001 |
| 104 | CHC Helicopter S.A. - Zug Holding Branch | Credit Suisse | Checking | CHF | 1001 |
| 105 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | GBP | 5052 |
| 106 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | EUR | 5036 |
| 107 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | NOK | 5028 |
| 108 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | USD | 5010 |
| 109 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | EUR | 5107 |
| 110 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | GBP | 5074 |
| 111 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | USD | 5066 |
| 112 | CHC HOLDING NL B.V. | Bank of America, N.A. (London) | Checking | USD | 4020 |
| 113 | CHC HOLDING NL B.V. | Bank of America, N.A. (London) | Checking | EUR | 4012 |
| 114 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | EUR | 9017 |
| 115 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | USD | 8039 |
| 116 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | EUR | 8021 |
| 117 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | NOK | 9049 |
| 118 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | GBP | 9031 |
| 119 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | USD | 9023 |
| 120 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | EUR | 9015 |
| 121 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | EUR | 3011 |
| 122 | CHC Netherlands B.V. | Bank of America, N.A. (London) | Checking | USD | 1032 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 123 | CHC Netherlands B.V. | Bank of America, N.A. (London) | Checking | EUR | 1024 |
| 124 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7321 |
| 125 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 8489 |
| 126 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 4422 |
| 127 | CHC Norway Acquisition Co AS | Nordea | Checking | EUR | 7283 |
| 128 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 4150 |
| 129 | CHC Norway Acquisition Co AS | Nordea | Checking | CAD | 1233 |
| 130 | CHC Norway Acquisition Co AS | Nordea | Checking | GBP | 1085 |
| 131 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7356 |
| 132 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7348 |
| 133 | CHC Norway Acquisition Co AS | Nordea | Checking | EUR | 7062 |
| 134 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 2144 |
| 135 | CHC Norway Acquisition Co AS | Nordea | Checking | GBP | 1312 |
| 136 | CHC Norway Acquisition Co AS | Nordea | Checking | CAD | 1044 |
| 137 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | EUR | 9036 |
| 138 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | USD | 9010 |
| 139 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | EUR | 1012 |
| 140 | Heli-One (Norway) AS | Nordea | Checking | NOK | 7372 |
| 141 | Heli-One (Norway) AS - UK Branch | Bank of America, N.A. (London) | Checking | GBP | 0011 |
| 142 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3088 |
| 143 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 7001 |
| 144 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 7070 |
| 145 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 3001 |
| 146 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 3070 |
| 147 | Heli-One Canada ULC | Societe Generale (USA) | Checking | USD | 3599 |
| 148 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | DKK | 3343 |
| 149 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | AUD | 3195 |
| 150 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3179 |
| 151 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3161 |
| 152 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3153 |
| 153 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3145 |
| 154 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3137 |
| 155 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3129 |
| 156 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3111 |
| 157 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3103 |
| 158 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3096 |
| 159 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3046 |
| 160 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3038 |
| 161 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 1001 |
| 162 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 1070 |
| 163 | Heli-One Holdings (UK) Limited | Bank of America, N.A. (London) | Checking | GBP | 1033 |
| 164 | Heli-One Leasing (Norway) AS | Nordea | Checking | NOK | 8351 |
| 165 | Heli-One Leasing (Norway) AS | Nordea | Checking | NOK | 7380 |
| 166 | Heli-One Leasing (Norway) AS | Nordea | Checking | EUR | 7256 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 167 | Heli-One Leasing (Norway) AS | Nordea | Checking | USD | 3308 |
| 168 | Heli-One Leasing (Norway) AS | Nordea | Checking | GBP | 1093 |
| 169 | Heli-One Leasing ULC | HSBC Bank Canada | Checking | CAD | 5001 |
| 170 | Heli-One Leasing ULC | HSBC Bank Canada | Checking | USD | 5070 |
| 171 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | GBP | 0065 |
| 172 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | EUR | 0049 |
| 173 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | NOK | 0031 |
| 174 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | USD | 0015 |
| 175 | Heli-One Leasing ULC | The Royal Bank of Scotland Group | Restricted Account | USD | 4306 |
| 176 | Heli-One Norway AS | Nordea | Checking | NOK | 8394 |
| 177 | Heli-One Norway AS | Nordea | Checking | EUR | 7305 |
| 178 | Heli-One Norway AS | Nordea | Checking | USD | 3332 |
| 179 | Heli-One Norway AS | Nordea | Checking | CAD | 1907 |
| 180 | Heli-One Norway AS | Nordea | Checking | GBP | 1077 |
| 181 | Heli-One Norway AS | Nordea | Checking | USD | 1051 |
| 182 | Heli-One Norway AS | Nordea | Restricted Account | NOK | 2785 |
| 183 | Heli-One UK Ltd | Bank of America, N.A. (London) | Checking | GBP | 4019 |
| 184 | Heli-One UK Ltd | Nordea | Checking | USD | 1768 |
| 185 | Heli-One (U.S.) Inc. | Bank of America, N.A. (London) | Checking | USD | 1013 |
| 186 | Heli-One USA Inc. | Bank of America, N.A. (London) | Checking | USD | 2011 |
| 187 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | EUR | 5033 |
| 188 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | USD | 5025 |
| 189 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | GBP | 5017 |
| 190 | Integra Leasing AS | Nordea | Checking | NOK | 7437 |
| 191 | Integra Leasing AS | Nordea | Checking | EUR | 7153 |
| 192 | Integra Leasing AS | Nordea | Checking | NOK | 5243 |
| 193 | Integra Leasing AS | Nordea | Checking | USD | 1764 |
| 194 | Integra Leasing AS | Nordea | Checking | USD | 1625 |
| 195 | Lloyd Helicopters Pty Ltd | Commonwealth Bank | Restricted Account | AUD | 6305 |
| 196 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | EUR | 3031 |
| 197 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | AUD | 3023 |
| 198 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | USD | 3015 |

This is **Exhibit "I"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
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(604) 631-4218

Docket #0060 Date Filed: 05/07/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

195

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed May 7, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

---

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER AUTHORIZING THE RETENTION AND APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICING, AND BALLOTING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Application, dated May 5, 2016 (the "**Application**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to 28 U.S.C. § 156(c), for the authority to retain and appoint KCC as Claims and Noticing Agent to, among other things, (a) distribute required notices to parties in interest, (b) provide balloting and other administrative services for the

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

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Debtors, (c) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors' cases, and (d) provide such other services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk's office; and upon the Gershbein Declaration submitted in support of the Application; and the Debtors having estimated that there are several thousand creditors in these cases; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that KCC has the capability and experience to provide such services and that KCC does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (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, and (viii) the Internal Revenue Service; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the "**Hearing**"); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.

2. Notwithstanding any terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

3. The Debtors are authorized to retain KCC and KCC is appointed as Claims and Noticing Agent, effective *nunc pro tunc* the Petition Date, under the terms and conditions of the Engagement Agreement, and KCC is authorized and directed to perform all noticing, claims docketing and processing, balloting, and all related tasks in these chapter 11 cases, all as described in the Application (collectively, the "**Claims, Noticing, and Balloting Services**").

4. KCC is directed to perform all of the noticing required to be performed by the Clerk pursuant to Rule 2002 and any other applicable Federal Rule of Bankruptcy Procedure ("**Bankruptcy Rule**").

5. KCC shall: (1) prepare and serve notices required in these chapter 11 cases; (2) file a certificate of service within seven (7) days after each service, which includes a copy of the notice, a list of the persons to whom it was mailed in alphabetical order, and the date of mailing; (3) if requested by the Debtors, print, mail and tabulate ballots for purposes of voting on a chapter 11 plan to which a disclosure statement has been approved by the Court; (4) assist with the preparation, maintenance and updating of the Debtors' master service list and databases of creditors; (5) furnish a notice of bar date, approved by the Clerk, for the filing of a proof of claim or interest together with Official Form B410 to each creditor; (6) record all transfers of claims and provide notice of each transfer as required by Bankruptcy Rule 3001(e); (7) provide other technical and document management services of a similar nature requested by the Debtors or the Clerk; and (8) promptly comply with any further conditions and requirements as the Clerk or the Court may hereafter prescribe.

6. KCC shall serve as the agent for the Clerk and custodian of court records and, as such, shall be designated as the authorized repository for all proofs of claim or proofs of interest filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified electronic duplicate thereof on a monthly basis, unless otherwise directed by the Clerk or the Court.

7. KCC will provide access to the public for examination of copies of the proofs of claim or proofs of interest filed without charge during regular business hours.

8. KCC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

9. Debtors are authorized to compensate KCC for Claims, Noticing, and Balloting Services in accordance with the terms of the Engagement Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses. However, to the extent that the Debtors object to the reasonableness of any service, expense, and/or supply provided by KCC, the Debtors may contest the amount of any invoice presented to them for payment.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. KCC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the United States Trustee for the Northern District of Texas, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices.

12. If these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code and if claims agent representation would be necessary in the converted chapter 7 cases, KCC shall continue to be paid in accordance with 28 U.S.C. § 156(c) under the terms set forth herein.

13. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

14. KCC may apply its retainer to all prepetition invoices and KCC may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. The Debtors shall indemnify KCC under the terms of the Engagement Agreement and pursuant to this Order.

16. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims, Noticing, and Balloting Services, as provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

17. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any losses, claims, damages, judgments, liabilities and expenses that are: (i) judicially determined (the determination having become final) to have resulted from, have arisen from, or be related to KCC's gross negligence or willful misconduct ; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) are settled prior to a judicial determination under (i) of this paragraph 15, but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

18. Before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these cases, should KCC believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, KCC must file an application in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution or reimbursement.

19. In the event KCC is unable or unwilling to provide the Claims, Noticing, and Balloting Services, KCC shall immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and proofs of interest and computer information turned over to either (i) another claims and noticing agent who has been authorized by Court order to act as substitute claims and noticing agent, or (ii) the Clerk.

20. KCC shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the Court.

21. After entry of an order terminating KCC's services, upon the closing of these cases, or for any other reason, KCC shall be responsible for archiving all proofs of claim or

proofs of interest with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

22. Notwithstanding any term in the Engagement Agreement to the contrary, in no event will KCC's liability during the cases be limited to the amount billed to or paid by the Debtors for KCC's services.

23. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

24. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

25. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

26. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

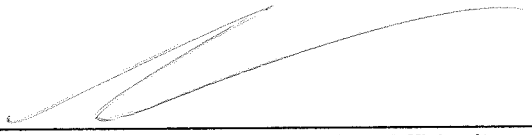
/s/ Stephen A. Youngman
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "J"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
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595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 205
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed September 23, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

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

**DALLAS DIVISION**

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**SIXTH INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT TO SECTIONS 105, 361, 362, 363, AND 507 OF THE BANKRUPTCY CODE; AND (III) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b)**

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 an order pursuant to sections 105, 361, 362, 363 and 507 of title 11 of the United

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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States Code (the "**Bankruptcy Code**") and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") seeking:

(a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to provide adequate protection to the Prepetition Secured Parties (as defined below) under:

(1) Credit Agreement, dated as of January 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Revolving Credit Agreement**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified, the "**Revolving Facility Documents**") by and among, *inter alios*, CHC SA and the other borrowers party thereto, with the lenders and issuing banks party thereto from time to time (collectively, the "**Revolving Facility Lenders**"), HSBC Bank PLC, as administrative agent (the "**Revolving Facility Administrative Agent**"), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Revolving Facility Lenders and the Revolving Facility Administrative Agent, the "**Revolving Facility Secured Parties**"), pursuant to which the Revolving Facility Lenders made a $375 million revolving credit facility available to the borrowers (the "**Revolving Facility**"), and

(2) Indenture, dated as of October 4, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Senior Secured Notes Indenture**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented, or otherwise modified from time to time, the "**Senior Secured Notes Documents**" and, together with the Revolving Facility Documents, the "**Revolver and Secured Notes Documents**"), by and among CHC SA, as issuer, The Bank of New York Mellon, as indenture trustee (in such capacity, the "**Senior Secured Notes Indenture Trustee**"), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Senior Secured Notes Indenture Trustee and the Senior Secured Noteholders, the "**Senior Secured Notes Secured Parties**" and, together with the Revolving Facility Secured Parties, the "**Revolver and Secured Notes Parties**"), pursuant to which CHC Helicopter SA issued 9.250% Senior Secured Notes due 2020 in the original aggregate principal amount of $1.30 billion

(the "**Senior Secured Notes**," and the holders of such notes, the "**Senior Secured Noteholders**"), and

(3) Credit Agreement, dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified from time to time, the "**ABL Facility Documents**" and, together with Revolver and Secured Notes Documents, the "**Prepetition Debt Documents**"), with the lenders and issuing banks party thereto from time to time (collectively, the "**ABL Lenders**" and, together with the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties, the "**Prepetition Secured Parties**"), and Morgan Stanley Senior Funding, Inc., as administrative agent (the "**ABL Facility Administrative Agent**"), BNP Paribas SA., as collateral agent (the "**ABL Facility Collateral Agent**" and, together with the Revolving Facility Administrative Agent, the ABL Facility Administrative Agent and the Senior Secured Notes Indenture Trustee, the "**Agents**"), pursuant to which the ABL Lenders have made available to the borrowers thereunder, a senior secured non-amortizing asset based revolving credit facility in an aggregate amount of up to $145 million (the "**ABL Facility**");

(b) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to use "cash collateral" (as defined in section 363(a) of the Bankruptcy Code, "**Cash Collateral**"), and to use all other Prepetition Collateral (as defined below);

(c) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the "**First Interim Hearing**") on the Motion to be held before this Court to consider entry of an interim order (the "**First Interim Order**") (a) authorizing the Debtors to use the Prepetition Collateral (as defined below), including Cash Collateral, on the terms and conditions set forth in the interim and final orders and (b) granting adequate protection to the Agents;

(d) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing (the "**Final Hearing**") for this Court to consider entry of the Final Order authorizing the Debtors on a final basis to continue to use the Prepetition Collateral (as defined below), including Cash Collateral, and authorizing and approving the relief requested in the Motion to become effective pursuant to the Final Order; and

(e) waiver of any applicable stay with respect to the effectiveness and enforceability of any Interim Order or the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)).

Notice of the First Interim Hearing having been given in the manner set forth in the Motion; and the First Interim Hearing having been held by this Court on May 6, 2016; and the First Interim Order granting on an interim basis the relief sought in the Motion having been entered by the Court on May 7, 2016 [Docket No. 61]; and upon the record made at the second interim hearing held by this Court on June 6, 2016, and the second interim order (the "**Second Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on June 8, 2016 [Docket No. 274]; and upon the record made at the third interim hearing held by this Court on July 7, 2016 and the third interim order (the "**Third Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on July 8, 2016 [Docket No. 570]; and upon the record made at the fourth interim hearing held by this Court on August 4, 2016 and the fourth interim order (the "**Fourth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on August 9, 2016 [Docket No. 734]; and upon the record made at the fifth interim hearing held by this Court on August 30, 2016 and the fifth interim order (the "**Fifth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 2, 2016 [Docket No. 831]; and upon the record made at the sixth interim hearing held by this Court on September 22, 2016 (the "**Sixth Interim Hearing**") to consider entry of a sixth interim order (the "**Sixth Interim Order**") (a) authorizing the Debtors to use the Prepetition Collateral (as defined below), including Cash Collateral, on the terms and conditions set forth in this Sixth Interim Order and (b) granting adequate protection to the Agents; and upon the Declaration of Robert Del Genio In Support of the Debtors' Chapter 11 Petitions and First Day Relief; and this Court having heard and resolved or overruled all

objections to the interim relief requested in the Motion; and it appearing that the interim relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and after due deliberation and consideration and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The Motion is granted on an interim basis as set forth herein. Any objection to the Motion to the extent not withdrawn or resolved is hereby overruled.

2. *Jurisdiction.* This Court has core jurisdiction over the chapter 11 cases commenced on May 5, 2016 (the "**Petition Date**"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Notice of the Motion and the relief requested therein was served on the notice parties set forth therein. Notice of the Sixth Interim Hearing was served on (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"), (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 (the "**Ad Hoc Noteholder Group**"), (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 HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200

Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the ABL Facility Administrative Agent, (vi) Holland & Knight LLP, 10 Saint James Avenue, Boston, MA 02116 (Attn: Kenneth E. Noble, Esq.), counsel to ABL Facility Collateral Agent, (vii) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as Senior Secured Notes Indenture Trustee, (viii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (ix) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the Senior Secured Notes Indenture Trustee, (x) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (xi) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xii) the Securities and Exchange Commission, (xiii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiv) the Internal Revenue Service, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

4. *Prepetition Revolver and Secured Notes Collateral.* The Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee have asserted that the obligations under the Revolving Credit Agreement and the Senior Secured Notes are secured in accordance with the terms of certain local law security documents, pursuant to which the obligors under the Revolving Credit Agreement and the obligors under the Senior Secured Notes granted first priority pari passu liens[2] on certain categories of their respective assets, including,

[2] The *pari passu* liens granted to the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties are governed by that certain Intercreditor Agreement, dated October 4, 2010, as amended from time to time,

accounts receivables, aircraft and related assets, bank accounts, shares of capital stock, and other real and personal property, in each case located in certain jurisdictions and subject to the parameters set forth in the Revolving Facility Documents and Senior Secured Notes Documents (the "**Prepetition Revolver and Secured Notes Collateral**") in favor of HSBC Corporate Trustee Company (UK) Limited, which was appointed to act as agent and trustee (in such capacity, the "**Revolving and Secured Notes Collateral Agent**") for the benefit of the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties under the terms of that certain Collateral Agent and Administrative Agent Appointment Deed, dated as of October 4, 2010, among the Revolving Facility Administrative Agent, the Senior Secured Notes Indenture Trustee, the grantors party thereto, the lenders and arrangers party thereto, and the Revolving and Secured Notes Collateral Agent.

5. As of the Petition Date, the Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee assert that approximately $328.3 million and $1 billion in aggregate principal amount was outstanding under the Revolving Facility Secured Documents (the "**Revolving Facility Secured Obligations**") and Senior Secured Notes Documents (the "**Senior Secured Notes Obligations**"), respectively.

6. *Prepetition ABL Collateral.* The ABL Facility Administrative Agent and the ABL Facility Collateral Agent (collectively, the "**ABL Agents**") have asserted that pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 12, 2015, by and among Debtor CHC Cayman ABL Holdings Ltd., Debtor CHC Cayman ABL Borrower Ltd. and the ABL Facility Collateral Agent, and certain other security documents, Debtor CHC Cayman

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between the Revolving Facility Administrative Agent, on behalf of the Revolving Facility Secured Parties, and the Senior Secured Notes Indenture Trustee, on behalf of the Senior Secured Notes, among others (the "**Intercreditor Agreement**").

ABL Holdings Ltd. and Debtor CHC Cayman ABL Borrower Ltd. have granted security interests in substantially all of their respective assets, including aircraft and related assets, in favor of the ABL Facility Collateral Agent to secure the obligations under the ABL Facility, subject to the exceptions specified in the ABL Facility Documents (the "**Prepetition ABL Collateral**" and, together with the Prepetition Revolver and Secured Notes Collateral, the "**Prepetition Collateral**"). Pursuant to the terms of the ABL Facility, the borrowing base includes, among other things, 75% of the aggregate fleet value of eligible helicopter equipment owned by the borrower, Debtor CHC Cayman ABL Borrower Ltd. As of the Petition Date, the ABL Agent asserts that approximately $139 million in aggregate principal amount was outstanding under the ABL Facility (the "**ABL Facility Secured Obligations**").

7. *The Unencumbered Cash.* As of the Petition Date, the Debtors and non-debtor entities, on a consolidated basis, held approximately $277.2 million of cash in various bank accounts worldwide (the "**Beginning Cash Balance**"). Of this amount, as of the Petition Date, Debtor CHC Cayman Investments I Ltd. held approximately $142.7 million of unencumbered cash (the "**CHC Cayman Unencumbered Cash**") in an account at Bank of America (London branch) (the "**Bank of America Account**"), which constitutes proceeds of a draw from the Revolving Facility.

8. In addition, certain non-debtor entities that are not obligors under the Revolving Facility, Senior Secured Notes, or ABL Facility held approximately $90.1 million of cash in various jurisdictions (the "**Non-Debtor Unencumbered Cash**" and, together with the CHC Cayman Unencumbered Cash, the "**Unencumbered Cash**"). The Debtors assert that the Non-Debtor Unencumbered Cash also is unencumbered. Accordingly, as of the Petition Date, the Debtors assert that at least $232.8 million of the Beginning Cash Balance constitutes

Unencumbered Cash, which is not subject to any prepetition lien or security interest held by the Agents.

9. The Debtors assert that, as of the Petition Date, approximately $30.5 million of cash in the Beginning Cash Balance may be subject to prepetition liens or security interests asserted by the Agents (the "**Asserted Encumbered Cash**"). In addition, approximately $13.8 million of cash is classified as "restricted cash" that is held by Debtor and non-debtor entities (the "**Restricted Cash**"). The Restricted Cash consists primarily of contract deposits and customer pre-payments, and such cash cannot be accessed by the Debtors for general operating purposes. The Debtors reserve all of their respective rights with respect to the Asserted Encumbered Cash, including, without limitation, whether such cash constitutes Prepetition Collateral, and the Debtors are continuing to review the extent and validity of any prepetition liens or security interests asserted by the Agents. The Prepetition Secured Parties reserve all rights to challenge the assertion that the Unencumbered Cash is not subject to any prepetition liens or security interests held by one or more Agents.

10. *Forecast.* Attached hereto as **Exhibit A** is a 24-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (as may be revised from time to time, the "**Forecast**"). The Forecast includes and contains the Debtors' reasonable estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred, and/or accrued by any of the Debtors during the period covered by the Forecast and that such operational disbursements, fees, costs, and other expenses will be timely paid in the ordinary course of business pursuant to and in accordance with the Forecast unless such operational disbursements, fees, costs, and other expenses are not incurred or otherwise payable. Based on the exercise of their prudent business judgment, the Debtors

reasonably believe that the Forecast is achievable and will allow the Debtors to operate in the chapter 11 cases and pay postpetition administrative expenses as they come due. Absent further order of the Court, the Debtors will not make disbursements in excess of 115% of the aggregate of the disbursements set forth on **Exhibit A**.

11. Every other week (beginning the second full week after the Petition Date), on the fifth business day of such week, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a revised Forecast of projected cash receipts and cash disbursements, including identification of debtor/non-debtor and obligor/non-obligor cash accounts (the "**Revised Forecast**"). Five business days following the delivery of the Revised Forecast, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a variance report comparing actual cash receipts and disbursements of the Debtors with the receipts and disbursements in the first two weeks of the latest delivered Revised Forecast.

12. *Findings Regarding the Use of Cash Collateral and Prepetition Collateral.*

(a) Good cause has been shown for the entry of this Sixth Interim Order.

(b) The Debtors need to continue to use the Prepetition Collateral to, among other things, conduct their business operations, generate revenue, and preserve the going concern value of the Debtors. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going concern value of the Debtors, absent which immediate and irreparable harm will result to the Debtors, their estates and their creditors.

(c) The terms and conditions for the use of the Prepetition Collateral pursuant to this Sixth Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration. The use of the Prepetition Collateral in accordance with the terms and conditions of this Sixth Interim Order is in the best interest of the Debtors' estates.

13. Authorization of Use of Cash Collateral and Prepetition Collateral.

(a) The Debtors are hereby authorized to use the Prepetition Collateral, including Cash Collateral, through and including the Termination Date (as defined in paragraph 20 below) in accordance with the Forecast and the terms and conditions of this Sixth Interim Order. This includes using the Prepetition Collateral, including Cash Collateral, for (i) providing funding to affiliates (whether Debtors or non-Debtors), consistent with prepetition practices as set forth in the Cash Management Motion (as defined below); (ii) conducting their operations and generating revenue in the chapter 11 cases, subject to the terms and conditions of this Sixth Interim Order; (iii) working capital purposes; (iv) other general corporate purposes; (v) the satisfaction of the costs and expenses of administering the chapter 11 cases, including payment of any prepetition obligations that are necessary to preserve the value of the estates, as further described in each of the Debtors' first day motions; and (vi) certain adequate protection payments to the Agents and the Prepetition Secured Parties, as provided herein.

14. *Entitlement to Adequate Protection.* The Agents and the Prepetition Secured Parties are entitled, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution or other decline in value, if any, of the applicable Agent's or Prepetition Secured Party's interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date resulting from the use, sale, or lease by the Debtors of the Prepetition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the "**Adequate Protection Obligations**" or the "**Diminution**"). Notwithstanding anything to the contrary herein, the Agents and the Prepetition Secured Parties are not receiving any adequate protection of their interests in the Prepetition Collateral pursuant to this Sixth Interim Order in an amount over and above the amount equal to the Diminution.

15. *Adequate Protection Claims and Liens.* As adequate protection, the Prepetition Secured Parties are hereby granted the following claims, liens, rights and benefits, provided, however, that the adequate protection claims, liens, rights and benefits shall only be available to the Prepetition Secured Parties and the Prepetition Secured Parties may only make a claim on

account of such rights and benefits to the extent any Diminution or Adequate Protection Obligations arise with respect to the Debtors' use of the Cash Collateral and/or Prepetition Collateral during the time period covered by the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, and this Sixth Interim Order:

(a) Section 507(b) Claim. The Adequate Protection Obligations due to the Prepetition Secured Parties shall constitute joint and several superpriority claims in the amount of the Diminution, if any, against the Debtors as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 726, 1113 or 1114, and shall at all times be senior to the rights of the Debtors and any successor trustee or any creditor in the chapter 11 cases or any subsequent proceedings under the Bankruptcy Code (the "**507(b) Claim**"), subject and subordinate only to the Carve Out (as defined in paragraph 15(c) below).

(b) Adequate Protection Liens. As security for the Adequate Protection Obligations, effective as of the Petition Date and perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Agents of any Adequate Protection Collateral (as defined below), the following security interests and liens are hereby granted to the Agents for the benefit of the Prepetition Secured Parties for and to the extent of the Diminution, if any (all property identified in clause (1) below being collectively referred to as the "**Adequate Protection Collateral**"), subject only to the Carve Out (as defined in paragraph 15(c) below) (all such liens and security interests, the "**Adequate Protection Liens**"):

(1) First Priority on Certain Unencumbered Property. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable first priority replacement lien on, and security interest in (i) the CHC Cayman Unencumbered Cash in the Bank of America Account and (ii) all of the Debtors' rights in tangible and intangible assets, including without limitation, all receivables generated from the use of Prepetition Collateral, including Cash Collateral, all solely to the extent a valid, perfected, non-avoidable

and enforceable lien on such receivables was in existence on or as of the Petition Date.

(2) No other liens or security interests shall be granted pursuant to this Sixth Interim Order. For the avoidance of doubt, the Adequate Protection Liens granted herein shall not prime (x) any valid, perfected and unavoidable liens and security interests in existence as of the Petition Date or (y) valid and unavoidable liens and security interests in existence as of the Petition Date that are perfected after the Petition Date as permitted by Section 546(b) of the Bankruptcy Code.

(c) For purposes hereof, the "**Carve Out**" shall mean the following: (i) all statutory fees required to be paid by the Debtors to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee in such amounts as agreed to by the U.S. Trustee or as determined by order of the Court under section 1930(a) of title 28 of the United States Code; (ii) the reasonable fees and expenses up to $50,000 incurred by a trustee appointed in the Debtors' cases under section 726(b) of the Bankruptcy Code; (iii) all accrued and unpaid reasonable fees, disbursements, costs, and expenses (the "**Professional Fees**") incurred by professionals or professional firms retained by the Debtors or their estates pursuant to sections 327, 328, or 363 of the Bankruptcy Code and any statutory committee (the "**Statutory Committee**") appointed in the chapter 11 cases pursuant to section 1103 of the Bankruptcy Code (collectively, the "**Professionals**"), which Professional Fees (x) are allowed by this Court or another court of competent jurisdiction at any time and (y) were incurred (regardless of when invoiced or applied for) at any time; provided that, without prejudice to the rights of the Professionals or the Debtors to contest any such objection, nothing in this Sixth Interim Order shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements, or compensation sought by any such Professionals.

(d) The Debtors shall continue to maintain and insure the Prepetition Collateral in the ordinary course of business pursuant to the Debtors' prepetition practices.

(e) Prior to the Termination Date, the Debtors shall not, and shall cause their affiliates and subsidiaries not to, enter into any agreements related to or otherwise seek (i) any financing or (ii) to encumber any of their assets, other than postpetition liens or security interests: (i) granted pursuant to the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, and this Sixth Interim Order; (ii) carriers', maritime, mechanics', operator's, warehousemen's, repairmen's or other similar liens arising in the ordinary course of business; (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security

> legislation; (iv) deposits to secure the payment of any post-petition statutory obligations, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and (v) other postpetition liens or security interests that may arise in the ordinary course of business, including liens under section 546(b) of the Bankruptcy Code.

16. *Fees and Expenses.* As additional adequate protection, the Debtors are authorized to pay, in accordance with this paragraph, within two (2) business days following fifteen (15) days after delivery of an invoice describing in reasonable detail (redacted for privilege and work product), the reasonable and documented fees and expenses of one legal counsel, one domestic local counsel, one local counsel in each foreign jurisdiction as required, and one financial advisory firm for (i) each of the Agents (including the financial advisory firm to counsel to the Revolving Facility Administrative Agent, Alvarez & Marsal Securities, LLC ("**A&M**"), which, pursuant to its engagement letter agreement, provides for, *inter alia*, a monthly fee of $150,000 and a cash fee of $1,000,000 (the "**Completion Fee**") payable, in accordance with its engagement letter, upon "the closing of any transaction in which the Indebtedness (as defined in the Credit Agreement) is refinanced or repaid or upon the closing of any Restructuring Transaction [as defined in the A&M engagement letter]," (ii) the ABL Facility Collateral Agent (including Clifford Chance LLP and Holland & Knight LLP), (iii) the collateral agent for the Revolving Facility and the Senior Secured Notes, and (iv) the Ad Hoc Noteholder Group (including Akin Gump Strauss Hauer & Feld LLP, Houlihan Lokey Capital Inc., Walkers (Cayman local counsel), and a Canadian local counsel). None of the fees, costs, expenses or other amounts payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto; provided that the Debtors shall submit copies of the Agents' respective legal counsels' and financial advisors' invoices to the U.S. Trustee and any Statutory

Committee, and the Debtors, the U.S. Trustee and any Statutory Committee shall have ten (10) days following their receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoice, including the Completion Fee. The invoices for such invoiced fees include the number of hours billed (except for financial advisors compensated on other than an hourly basis) and a reasonably detailed description of services provided and the expenses incurred by the applicable professional; provided, however, that any such invoice may be redacted to protect privileged, confidential or proprietary information. If any such objection is not resolved within ten (10) days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the chapter 11 cases, provided that the Debtors shall pay any undisputed portion of such fees, costs and expenses on the first Thursday following fifteen (15) days after the initial presentment to the Debtors of such invoice.

17. *Payment Protocol.* Other than the payment of professional fees pursuant to paragraphs 15(c) and 16 of this Sixth Interim Order, payments of any amounts for adequate protection, fees and expenses, or any other payments made pursuant to this Sixth Interim Order for the benefit of the Revolving Facility Lenders or the Senior Secured Notes Secured Parties shall be paid to the Revolving and Secured Notes Collateral Agent in accordance with the Intercreditor Agreement.

18. *Accrual of Postpetition Interest and Fees.* The Prepetition Secured Parties shall be entitled to accrue all unpaid postpetition interest, fees and costs due and payable under the Revolving Credit Agreement, Senior Secured Notes Indenture, and ABL Facility, as applicable; provided, however, in the event it is subsequently determined that any of the Prepetition Secured

Parties is undersecured or unsecured, such party shall not be entitled to the accrual of any postpetition interest, fees and costs in accordance with this paragraph 18.

19. *Cash Management.* The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue their Existing Cash Management System, (B) Continue Existing Intercompany Transactions, (C) Maintain Existing Bank Accounts and Business Forms, and (D) Honor Certain Prepetition Obligations Relating to the Use of the Cash Management System, and (II) Granting Extension of Time to Comply With, and Waiver of, Requirements of Section 345(b) of the Bankruptcy Code Pursuant to Sections 105(a), 363(c) and 345(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 (the "**Cash Management Motion**") and any corresponding order of the Court.

20. *Termination.* The Debtors' right to use the Cash Collateral pursuant to this Sixth Interim Order shall terminate (the date of any such termination, the "**Termination Date**") without further notice or court proceeding upon the earlier of (i) entry of the Final Order and (ii) October 19, 2016. Nothing in this Sixth Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Prepetition Collateral, including Cash Collateral, or other proceeds resulting therefrom, except as permitted in this Sixth Interim Order or another order of the Court, or with the prior written consent of the applicable Agent whose collateral is sought to be used by the Debtors.

21. *Additional Reporting Requirements.* As additional adequate protection, the Debtors shall provide the Prepetition Secured Parties and the Creditors' Committee with certain information, at the end of each calendar month, related to the following: (i) a monthly summary of aircraft by location with an indication of operating status (idled, deployed or for sale), (ii)

confirmation of all new customer contracts on an aggregate dollar basis (customer names withheld for confidentiality reasons) and material customer contracts running off or cancelled/terminated/re-negotiated, and (iii) monthly balance sheet upon close of the applicable reporting period with (x) analysis of working capital assets, including trade account receivables and consumable inventories as well as the balance of rotables and deferred revenue and (y) summary of all intercompany and related party transactions and corresponding changes in the intercompany accounts. In addition, following the delivery of each Revised Forecast, the Debtors shall schedule a conference call with financial advisors for the Prepetition Secured Parties and the Creditors' Committee to discuss the information provided.

22. *Debtors' Reservation of Rights*. The entry of this Sixth Interim Order and the grant of adequate protection to the Prepetition Secured Parties pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority to use Cash Collateral and the Prepetition Collateral without the consent of the Prepetition Secured Parties, and the Prepetition Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person; provided that the Debtors may not utilize Cash Collateral to seek such authority.

23. *Committee's Reservation of Rights*. The Committee reserves all rights as to what constitutes Prepetition Collateral or Cash Collateral. Nothing contained in this Sixth Interim Order or any action taken by the Debtors in implementing this Sixth Interim Order shall be deemed (i) an admission as to the validity of any Intercompany Claim (as defined in the Cash Management Motion), (ii) an admission as to what constitutes Prepetition Collateral or Cash Collateral or (iii) a waiver of the Debtors', the Committee's or any party in interest's right to

dispute the amount of, basis for, or validity of any Intercompany Claim (as defined in the Cash Management Motion).

24. *Perfection of Adequate Protection Liens.* Without the necessity of the filing of financing statements, mortgages or other documents, this Sixth Interim Order shall be sufficient evidence of the Prepetition Secured Parties' perfected security interests and liens granted in the Adequate Protection Collateral pursuant to this Sixth Interim Order.

(a) The Revolving Facility and Secured Notes Collateral Agent and the ABL Facility Collateral Agent (collectively, the "**Collateral Agents**") are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted to them pursuant to this Sixth Interim Order. Whether or not the Collateral Agents shall, in their sole discretion, respectively choose to file such financing statements, intellectual property filings, mortgages, notices of lien or similar instruments, such liens and security interests were deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of this Sixth Interim Order and shall continue to be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination. If the Collateral Agents determine respectively to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings as reasonably requested by either of the Collateral Agents, and the automatic stay shall be modified to allow such filings.

(b) A certified copy of this Sixth Interim Order may, in the discretion of the Collateral Agents, respectively, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Sixth Interim Order for filing and recording; provided that the Debtors shall reimburse the Collateral Agents or their respective designees for the payment of any stamp, intangibles, recording or similar tax.

25. *Preservation of Rights Granted Under this Sixth Interim Order.*

(a) Except as expressly provided in this Sixth Interim Order, no claim or lien having a priority senior to or pari passu with those granted by this Sixth Interim Order to the Agents and Prepetition Secured Parties shall be granted or allowed, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for

the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or, subordinated to or made pari passu with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

(b) If any or all of the provisions of this Sixth Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacatur shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of the Prepetition Collateral or any Adequate Protection Obligations incurred by the Debtors hereunder, as the case may be, prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Sixth Interim Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code with respect to all uses of the Prepetition Collateral and all Adequate Protection Obligations.

(c) Except as expressly provided in this Sixth Interim Order, the adequate protection payments made pursuant to this Sixth Interim Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the chapter 11 cases or any subsequent chapter 7 cases (other than a defense that the payment has actually been made).

(d) Except as expressly provided in this Sixth Interim Order, the Adequate Protection Obligations, the 507(b) Claims and the Adequate Protection Liens and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of this Sixth Interim Order shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the chapter 11 cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Sixth Interim Order shall continue in the chapter 11 cases, in any successor cases if the chapter 11 cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the 507(b) Claims, the other administrative claims granted pursuant to this Sixth Interim Order, and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of this Sixth Interim Order shall continue

in full force and effect until all Adequate Protection Obligations are indefeasibly paid in full in cash.

26. *Binding Effect; Successors and Assigns.* The provisions of this Sixth Interim Order, including all findings in this Sixth Interim Order, shall be binding upon all parties in interest in the chapter 11 cases, including without limitation, the Agents and the Prepetition Secured Parties, any Statutory Committee, and the Debtors and their respective successors and assigns (including any trustee hereinafter appointed or elected for the estate of any Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Agents, the Prepetition Secured Parties and the Debtors and their respective successors and assigns, provided that, except to the extent expressly set forth in this Sixth Interim Order, the Agents and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral, including Cash Collateral, or extend any financing to any trustee or similar responsible person appointed for the estate of any Debtor. For all adequate protection and stay relief purposes throughout the chapter 11 cases, the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection as of the Petition Date. For the avoidance of doubt, such request will survive termination of this Sixth Interim Order.

27. *Priorities Among Prepetition Secured Parties.* Notwithstanding anything to the contrary herein or in any other order of this Court, (a) in determining the relative priorities and rights of the Prepetition Secured Parties (including, without limitation, the relative priorities and rights of the Prepetition Secured Parties with respect to the adequate protection granted hereunder), such relative priorities and rights shall continue to be governed by the Prepetition Debt Documents and Intercreditor Agreement, if applicable and (b) to the extent this order

provides any Prepetition Secured Party rights with respect to "Collateral" such rights exist with respect to such Collateral for such Prepetition Secured Party only to the extent such Collateral is the Prepetition Collateral or Adequate Protection Collateral of such Prepetition Secured Party.

28. *Rights Preserved.* Notwithstanding anything herein to the contrary, the entry of this Sixth Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Prepetition Secured Parties' or any of the ad hoc creditor groups' right to seek any other supplemental relief in respect of the Debtors, including the right to seek additional adequate protection.

29. *Effectiveness.* This Sixth Interim Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry hereof, and there shall be no stay of execution of effectiveness of this Sixth Interim Order. To the extent that any finding of fact shall be determined to be a conclusion of law it shall be so deemed and vice versa.

30. *Jurisdiction.* This Court shall retain exclusive jurisdiction to enforce the terms of this Sixth Interim Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Sixth Interim Order.

31. *Final Hearing.* The Final Hearing is scheduled for **October 18, 2016 at 9:00 a.m. (Central Time)** before this Court. The Debtors shall promptly mail copies of this Sixth Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Sixth Interim Hearing, and to any other party that has filed a request for notices with this Court and to any Statutory Committee. On or before October 3, 2016, the Debtors will provide the Prepetition Secured Parties and the Committee with a copy of the proposed Final Order or further Interim Order, as applicable. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections; which objections

shall be served upon (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153-0119, Attention: Gary T. Holtzer, Esq. and Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attention: Stephen A. Youngman, Esq., attorneys for the Debtors, (b) the U.S. Trustee, (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (d) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to the Ad Hoc Noteholder Group, (e) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (f) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the ABL Facility Administrative Agent, (g) Holland & Knight LLP, 10 Saint James Avenue, Boston, MA 02116 (Attn: Kenneth E. Noble, Esq.), counsel to ABL Facility Collateral Agent, (h) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as Senior Secured Notes Indenture Trustee, (i) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the Senior Secured Notes Indenture Trustee, and shall be filed with the Clerk of the United States Bankruptcy Court, Northern District of Texas, in each case to allow actual receipt by the foregoing no later than **4:00 p.m. (Central Time) on October 11, 2016** (the "**Objection Deadline**").

32. *Depositions for Final Hearing.* Debtors will make Robert Del Genio, Mike Genereux, Lee Eckert, Mike Cox, and any other witness(es) Debtors intend to call to testify at the Final Hearing, subject to witness availability, available for deposition on October 5, 6, 7, and/or 10, or reasonably thereafter by agreement of the parties unless the parties agree otherwise. The Prepetition Secured Parties (i) have not identified as of the date hereof any witnesses (a) who will submit declarations, certifications, or affidavits and/or (b) who they expect to call at the Final Hearing to testify, in either case in support of any objection but reserve the right to identify such witnesses after taking the depositions listed above, and they will promptly identify such witnesses to the Debtors and make such witnesses available for deposition on October 12-14. The parties shall also work to schedule depositions of any other witnesses which may or will be noticed by the Debtors to occur sufficiently in advance of the Final Hearing.

33. *Written Discovery for Final Hearing.* Debtors acknowledge the parties' need for current financial and other information in formulating responses and objections to the relief sought at the Final Hearing. Subject to their pending objections, the parties' discovery obligations are ongoing. To the extent required by the applicable rules, the parties shall continue to produce and/or supplement (to the extent there is anything to supplement) their production of documents responsive to the various document requests served in connection with the Final Hearing and any other responses (if there is anything to supplement) to written discovery requests so that they are received sufficiently in advance of the depositions to be conducted related to the Final Hearing.

34. *Controlling Effect of Sixth Interim Order.* To the extent any provision of this Sixth Interim Order conflicts or is inconsistent with any provision of the Motion, the First

Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, or any order entered by the Court approving the Cash Management Motion, the provisions of this Sixth Interim Order shall control to the extent of such conflict.

### END OF ORDER ###

RESPECTFULLY SUBMITTED,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
Stephen A. Youngman (22226600)
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-and-

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kelly.diblasi@weil.com

*Attorneys for Debtors and Debtors in Possession*

**EXHIBIT A**

230

**Forecast**

**CHC Current Forecast**
*as of September 9, 2016*

| *($ in 000s)* | 1 Forecast 9/9/2016 | 2 Forecast 9/16/2016 | 3 Forecast 9/23/2016 | 4 Forecast 9/30/2016 | 5 Forecast 10/7/2016 | 6 Forecast 10/14/2016 | 7 Forecast 10/21/2016 | 8 Forecast 10/28/2016 | 9 Forecast 11/4/2016 | 10 Forecast 11/11/2016 | 11 Forecast 11/18/2016 | 12 Forecast 11/25/2016 | 13 Forecast 12/2/2016 | 14 Forecast 12/9/2016 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash** | **$ 259,547** | **$ 255,877** | **$ 255,290** | **$ 240,022** | **$ 238,218** | **$ 240,372** | **$ 232,292** | **$ 221,284** | **$ 212,482** | **$ 192,092** | **$ 205,194** | **$ 189,185** | **$ 181,681** | **$ 169,339** |
| Operating Receipts | $ 6,381 | $ 36,452 | $ 8,383 | $ 19,921 | $ 21,143 | $ 16,014 | $ 11,252 | $ 21,171 | $ 4,055 | $ 31,054 | $ 13,385 | $ 22,299 | $ 4,161 | $ 23,466 |
| Other Receipts | 3,875 | 814 | 605 | 3,147 | 851 | 662 | 4,084 | 681 | 3,905 | 766 | 389 | 1,250 | 1,988 | 895 |
| **Total Cash Receipts** | **$ 10,256** | **$ 37,266** | **$ 8,988** | **$ 23,068** | **$ 21,994** | **$ 16,676** | **$ 15,337** | **$ 21,851** | **$ 7,960** | **$ 31,820** | **$ 13,774** | **$ 23,549** | **$ 6,149** | **$ 24,360** |
| **Disbursements** | | | | | | | | | | | | | | |
| Payroll | $ 1,582 | $ 21,205 | $ 6,274 | $ 5,771 | $ 2,848 | $ 11,651 | $ 3,379 | $ 8,356 | $ 2,685 | $ 5,712 | $ 17,077 | $ 5,287 | $ 6,443 | $ 8,187 |
| Benefits | 301 | 355 | 199 | 928 | 1 | 317 | 594 | 876 | 213 | 37 | 579 | 904 | 1 | 306 |
| Pension | - | 198 | 150 | 1,341 | 140 | 38 | 310 | 1,341 | 140 | 38 | 310 | 3,332 | 140 | 38 |
| Aircraft Leases - Current | 1,945 | 1,889 | 3,052 | 1,380 | 2,097 | 610 | 2,560 | 2,067 | 9,936 | 349 | 383 | 3,358 | 3,608 | 1,223 |
| Aircraft Leases - Catch-Up | - | - | - | 1,273 | 352 | 2,287 | 4,366 | 10,592 | 341 | 597 | 876 | 1,305 | 284 | 2,249 |
| Aircraft Related Transactions | - | - | - | - | 2,442 | - | - | - | 488 | - | - | - | 488 | - |
| OEM | 3,731 | 6,304 | 3,780 | 3,268 | 3,670 | 3,932 | 5,475 | 3,098 | 3,887 | 3,887 | 3,887 | 3,887 | 3,533 | 3,533 |
| Debt Payments | - | - | - | - | 200 | - | - | - | 200 | - | - | - | 200 | - |
| FX / Fees | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Freight & Customs | 530 | 118 | 2,368 | 557 | 59 | 128 | 2,650 | 59 | 556 | 56 | 116 | 2,644 | 525 | 54 |
| Taxes | 212 | 285 | 1,749 | (449) | (278) | (834) | 23 | (4,883) | (374) | (565) | 130 | 1,527 | (697) | (565) |
| Professional Fees | 2,032 | 1,300 | 2,800 | 4,824 | 4,332 | 3,000 | 3,050 | 4,118 | 3,727 | 4,752 | 3,000 | 3,823 | 1,000 | 4,752 |
| Insurance | (27) | (911) | - | (114) | 200 | 1 | 200 | - | 3,200 | - | - | 203 | - | 580 |
| Fuel | 954 | 936 | 539 | 657 | 790 | 961 | 665 | 810 | 848 | 968 | 673 | 843 | 556 | 917 |
| Training | 443 | 545 | 736 | 2,036 | 251 | 370 | 777 | 866 | 243 | 324 | 473 | 713 | 389 | 391 |
| Information Technology | 353 | 353 | 353 | 353 | 321 | 321 | 321 | 321 | 344 | 344 | 344 | 344 | 310 | 310 |
| Travel | 715 | 575 | 575 | 763 | 678 | 444 | 444 | 709 | 673 | 441 | 441 | 506 | 563 | 669 |
| Airport Fees | 445 | 745 | 495 | 602 | 760 | 510 | 385 | 676 | 508 | 758 | 508 | 438 | 436 | 744 |
| Building & PPE | 209 | 285 | 583 | 282 | 405 | 289 | 576 | 392 | 408 | 348 | 214 | 755 | 383 | 331 |
| Other Expenses | 501 | 3,670 | 602 | 1,401 | 571 | 730 | 570 | 1,256 | 327 | 671 | 771 | 1,184 | 327 | 672 |
| **Total Disbursements** | **$ 13,926** | **$ 37,853** | **$ 24,256** | **$ 24,873** | **$ 19,840** | **$ 24,755** | **$ 26,345** | **$ 30,654** | **$ 28,350** | **$ 18,717** | **$ 29,783** | **$ 31,053** | **$ 18,490** | **$ 24,390** |
| **Net Cash Flow** | **(3,669)** | **(587)** | **(15,268)** | **(1,804)** | **2,154** | **(8,079)** | **(11,008)** | **(8,802)** | **(20,390)** | **13,103** | **(16,009)** | **(7,504)** | **(12,342)** | **(29)** |
| **Ending Cash - Operating** | **$ 255,877** | **$ 255,290** | **$ 240,022** | **$ 238,218** | **$ 240,372** | **$ 232,292** | **$ 221,284** | **$ 212,482** | **$ 192,092** | **$ 205,194** | **$ 189,185** | **$ 181,681** | **$ 169,339** | **$ 169,310** |

Case 16-31854-bjh11 Doc 906 Filed 09/23/16 Entered 09/23/16 16:56:29 Page 27 of 28

**CHC Current Forecast**
*as of September 9, 2016*

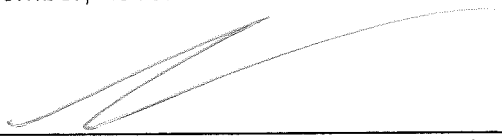
| *($ in 000s)* | 15 Forecast 12/16/2016 | 16 Forecast 12/23/2016 | 17 Forecast 12/30/2016 | 17 Week Total |
|---|---|---|---|---|
| **Beginning Cash** | **$ 169,310** | **$ 169,275** | **$ 153,690** | **$ 259,547** |
| Operating Receipts | $ 16,249 | $ 6,972 | $ 22,935 | $ 285,292 |
| Other Receipts | 1,890 | 3,990 | 4,688 | 34,481 |
| **Total Cash Receipts** | **$ 18,139** | **$ 10,962** | **$ 27,624** | **$ 319,773** |
| **Disbursements** | | | | |
| Payroll | $ 5,275 | $ 7,365 | $ 2,712 | $ 121,808 |
| Benefits | 353 | 547 | 559 | 7,070 |
| Pension | 160 | 1,491 | - | 9,168 |
| Aircraft Leases - Current | 2,032 | 2,902 | 1,381 | 40,774 |
| Aircraft Leases - Catch-Up | 1,159 | - | - | 25,681 |
| Aircraft Related Transactions | - | - | 5,582 | 9,000 |
| OEM | 3,533 | 3,533 | 3,533 | 66,469 |
| Debt Payments | - | - | - | 600 |
| FX / Fees | - | - | - | - |
| Freight & Customs | 124 | 2,627 | 552 | 13,723 |
| Taxes | 949 | (83) | 154 | (3,699) |
| Professional Fees | 1,000 | 1,000 | 3,723 | 52,233 |
| Insurance | - | 200 | - | 3,533 |
| Fuel | 921 | 781 | 531 | 13,353 |
| Training | 398 | 637 | 243 | 9,836 |
| Information Technology | 310 | 310 | 310 | 5,617 |
| Travel | 498 | 443 | 583 | 9,721 |
| Airport Fees | 494 | 408 | 510 | 9,423 |
| Building & PPE | 197 | 750 | 104 | 6,511 |
| Other Expenses | 772 | 3,637 | 819 | 18,483 |
| **Total Disbursements** | **$ 18,174** | **$ 26,548** | **$ 21,296** | **$ 419,302** |
| **Net Cash Flow** | **(35)** | **(15,586)** | **6,328** | **(99,529)** |
| **Ending Cash - Operating** | **$ 169,275** | **$ 153,690** | **$ 160,018** | **$ 160,018** |



Case 16-31854-bjh11 Doc 906 Filed 09/23/16 Entered 09/23/16 16:56:29 Page 28 of 28

232

This is **Exhibit "K"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

Docket #0313 Date Filed: 06/10/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

234

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed June 8, 2016**

**United States Bankruptcy Judge**

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

**DALLAS DIVISION**

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16-31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE THEIR INSURANCE PROGRAMS AND ARRANGEMENTS AND (B) PAY ALL UNDISPUTED OBLIGATIONS IN RESPECT THEREOF AND (II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS PURSUANT TO SECTIONS 105(a), 363(b), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

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

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

1631854160610000000000017

"**Debtors**"), for an order pursuant to sections 105(a), 363(b) and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") (i) authorizing, but not directing, the Debtors to (a) continue and/or renew their Insurance Programs, including, but not limited to, those annexed hereto as **Exhibit 1**, uninterrupted, and (b) pay all Insurance Obligations, and (ii) authorizing the Banks to honor and process all related checks and electronic funds transfers, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (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 the administrative agent 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) the Insurance Brokers, and (x) the Insurance Carriers; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Final Hearing**"); and the appearances of all interested parties having been noted in the record of the Final Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized, but not directed, to satisfy all prepetition Insurance Obligations in accordance with the forecast required to be provided to the Official Committee of Unsecured Creditors (the "**Committee**") under the interim and/or final orders approving the use of cash collateral, including any variance approved by the Court.

3. The Debtors are authorized, but not directed, to maintain and renew their Insurance Programs without interruption, on the same basis and terms, and in accordance with the same practices and procedures as were in effect prior to the Petition Date, and to satisfy all postpetition Insurance Obligations as they come due; provided that the Debtors shall obtain the consent of the Committee, which shall not be unreasonably withheld, or further Court Order for (i) a renewal of or entry into any insurance policy or program where the annual premium on any such policy or program is 5% greater than the amounts set forth in Exhibit 1 or (ii) any material

modification to any Insurance Program that is outside of the ordinary course of the Debtors' business and not consistent with past practices.

4. The Debtors will provide the Committee, by and through their advisors, a monthly report of all payments made on or after the Petition Date pursuant to this Order. Such report shall be due on the 20th day after (or the next business day if such day is not a business day) the last day of the month.

5. The Banks are authorized consistent with the terms of any applicable cash management order entered in these cases, when requested by the Debtors in the Debtors' sole discretion, to receive, process, honor and pay all checks drawn on or direct deposit and funds transfer instructions relating to the Debtors' accounts and any other transfers that are related to the Insurance Programs and the Insurance Obligations and the costs and expenses incident thereto; provided that sufficient funds are available in the accounts to make such payments; provided further, that (i) any such Bank may rely on the representations of the Debtors regarding which checks that were drawn or instructions that were issued by the Debtors before the Petition Date should be honored postpetition pursuant to this Order, and (ii) that any such Bank shall not have any liability to any party for relying on the representations of the Debtors as provided herein.

6. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or transfer requests on account of the Insurance Obligations dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

7. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 any claim, (iii) a waiver of any claims or causes of action which may exist against any party or (iv) an assumption, adoption or rejection of any agreement, contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

8. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

11. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
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-and-

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Facsimile: (212) 310-8007
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*Proposed Attorneys for Debtors and Debtors in Possession*

**EXHIBIT 1**

**Insurance Programs**

241

## Insurance Programs[1]

| Policy Source | Type of Coverage | Insurance Carrier | Policy Number | Policy Term | Deductible | Premium |
|---|---|---|---|---|---|---|
| Willis | Corporate Travel | Accident & Health International Underwriting Pty Ltd | 31048 | 8/31/2015-8/31/2016 | 7 Days | USD 4,762.52 |
| Willis | Corporate Travel | Richard Oliver Underwriting Managers (Chubb Insurance Company of Australia Limited - 100% security) | 93115822 | 8/31/2015-8/31/2016 | Portable Business Equipment – AUD 250 per claim; Medical Expenses – AUD 500 per claim; Luggage – AUD 500 per claim | USD 22,914.00 |
| Willis | Auto Insurance | QBE Insurance Australia Limited | POL414BA 08/09 | 8/31/2015-8/31/2016 | Prestige over USD 75K & Other Commercial Vehicles 1%/AUD 750 min; Other Losses AUD 400; Plus Age/ Inexperience Deductibles where applicable | USD 15,949.79 |
| First Ireland Risk Management | Medical Malpractice (Australia / Norway) | Marketform via Citynet Resources Ltd. | 2015/00076371/0000 | 9/10/2015-9/10/2016 | EUR 2,500 each claim | USD 10,197.03 |
| Willis | Main Aviation Hull & Liability | AIG lead and other co-insurers | 10545A15 | 7/1/2015-7/1/2016 | 1% sub max USD 50K<br>All deductibles not applicable for Total Loss<br>Spares USD 2,500<br>Cargo USD 150 but USD 50 iro crew effects<br>No Self Insured Retention | USD 17,371,700 |
| Willis | Aviation Hull War | Talbot lead and other co-insurers | 11342A15 | 7/1/2015-7/1/2016 | n/a | USD 443,486 |
| Willis | Aviation Excess Spares | Catlin (50%) Allianz Canada (50%) | 10554A15 | 7/1/2015-7/1/2016 | n/a | USD 22,500 |
| Willis | Primary Directors & Officers Liability | Lloyd's Syndicate AWH 2232 | B080132400P16 | 1/17/2016-1/17/2017 | Securities Claims: USD 400,000 Directors, Officers and/or employees: n/a | USD 140,000 |

[1] This summary is qualified in its entirety by reference to the applicable insurance policies. To the extent there is any discrepancy between the summary contained herein and the terms set forth in the applicable policies, the terms of the policies shall control.

242

| Policy Source | Type of Coverage | Insurance Carrier | Policy Number | Policy Term | Deductible | Premium |
|---|---|---|---|---|---|---|
| Willis | 1st Excess Directors & Officers Liability | Lloyd's Syndicate SJC 2003 | B080126971P16 | 1/17/2016-1/17/2017 | n/a | USD 79,800 |
| Willis | 2nd Excess Directors & Officers Liability | AIG Europe Limited | B080126972P16 | 1/17/2016-1/17/2017 | n/a | USD 52,250 |
| Willis | 3rd Excess Directors & Officers Liability | Lloyd's Syndicate MIT 3210 & Allianz Global Corporate & Specialty SE | B080126973P16 | 1/17/2016-1/17/2017 | n/a | USD 76,000 |
| Willis | 4th Excess Directors & Officers Liability | Lloyd's Syndicate NAV 1221 & Starr Consortium 9885 | B080126974P16 | 1/17/2016-1/17/2017 | n/a | USD 71,250 |
| Willis | 5th Excess Directors & Officers Liability | Brit Syndicate 2987, AIG Europe Limited, Swiss Re International SE, Berkley Professional Liability UK Limited, QBE Syndicate 1886 | B080126970P16 | 1/17/2016-1/17/2017 | n/a | USD 92,625 |
| Willis | Primary Directors & Officers Liability (Public Offering Securities Insurance) | Lloyd's Syndicate AWH 2232 | B080126977P14 | 1/17/2014-1/17/2020 | Securities Claims: USD 550,000 Directors, Officers and/or employees: n/a | USD 195,000 (One-time charge) |
| Willis | 1st Excess Directors & Officers Liability (Public Offering Securities Insurance) | XL Insurance Company PLC | B080126978P14 | 1/17/2014-1/17/2020 | n/a | USD 125,000 (One-time charge) |
| Willis | 2nd Excess Directors & Officers Liability (Public Offering Securities Insurance) | AIG Europe Limited | B080126979P14 | 1/17/2014-1/17/2020 | n/a | USD 84,000 (One-time charge) |
| Willis | 3rd Excess Directors & Officers Liability (Public Offering Securities Insurance) | Mitsui / Allianz Global Corporate & Specialty | B080126980P14 | 1/17/2014-1/17/2020 | n/a | USD 120,000 (One-time charge) |

| Policy Source | Type of Coverage | Insurance Carrier | Policy Number | Policy Term | Deductible | Premium |
|---|---|---|---|---|---|---|
| Willis | 4th Excess Directors & Officers Liability (Public Offering Securities Insurance) | Navigators and CV Starr | B080126981P14 | 1/17/2014-1/17/2020 | n/a | USD 105,000 (One-time charge) |
| Willis | 5th Excess Directors & Officers Liability (Public Offering Securities Insurance) | Brit Syndicate 2987, AIG Europe Limited, Swiss Re International SE, Berkley Professional Liability UK Limited, QBE Syndicate 1886 | B080126982P14 | 1/17/2014-1/17/2020 | n/a | USD 75,000 (One-time charge) |
| Willis | Directors & Officers Liability - $100m primary coverage (London) | Lloyds London Syndicates | B080132400P16 | 1/17/2016-1/17/2017 | n/a | USD 850,333 |
| Willis | Directors & Officers Liability - $100m primary coverage (Canada) | Lloyds London Syndicates | B080132400P16 | 1/17/2016-1/17/2017 | n/a | USD 173,517 |
| Willis | Tax due on London Directors & Officers Liability - $100m primary coverage | Lloyds London Syndicates | B080132400P16 | 1/17/2016-1/17/2017 | n/a | USD 25,939 |
| Willis | Directors & Officers Liability - $50m US Based | XL/ AIG/National Fire Berkshire | 42XDA150762 & ELU 143884-16 P1642776500 | 4/18/2016-4/18/2017 | n/a | USD 521,260 |
| Willis | Directors & Officers Liability - $50m US Based | XL/ AIG/National Fire Berkshire | 42XDA150762 & ELU 143884-16 P1642776500 | 4/18/2016-4/18/2017 | n/a | USD 990,394 |
| Willis | Directors & Officers Liability - Passport Policy Fees for AIG local policies | AIG local policy fee | Various | 4/18/2016-4/18/2017 | n/a | USD 7,500 |
| Aon | Pension Fiduciary Liability | Chubb Insurance Company of Canada | 8226 - 1287 | 11/30/2015-11/30/2016 | USD 50,000 | USD 34,125 |
| Aon | Comprehensive Crime | Guarantee Co. of North America | B17211 | 11/30/2015-11/30/2016 | CAD 100,000 | USD 29,824 |
| Aon | Employment Practices Liability | Chubb Insurance Company of Canada | 8209-3679 | 11/30/2015-11/30/2016 | USD 100,000 | USD 20,225 |
| Aon | Commercial General Liability | AIG Insurance Company of Canada | GL 111 1516 | 5/1/2016-5/1/2017 | USD 25,000 deductible/ PD to hired autos USD 2,500 | USD 37,550 |

| Policy Source | Type of Coverage | Insurance Carrier | Policy Number | Policy Term | Deductible | Premium |
|---|---|---|---|---|---|---|
| Aon | Foreign Employer's Liability | AIG | EL 83-49857 | 5/1/2016-5/1/2017 | n/a | USD 9,610 |
| Willis | Contingent Protective Insurance | SCR - Special Contingency Risks / 100% Hiscox at Lloyd's | OV52899CR | 7/1/2015 - 7/1/2016 | n/a | USD 79,380 |
| Aon | Auto Insurance | ICBC | 218MRS | 11/30/2015-11/30/2016 | USD 300 Collision USD 300 Comprehensive | USD 1,438 |
| Aon | Cyber/Information Technology (IT) Liability | AIG Insurance Company of Canada | 01-245-59-42 | 5/1/2016-5/1/2017 | USD 100K retention (but USD 25,000 for reputation guard) | USD 25,882 |
| Aon | Environmental Liability (Canada) | XL Insurance Company | PCN002773502 | 11/30/2014-11/30/2017 | USD 50,000 | USD 5,217.67 |
| Aon | Environmental Liability (USA) | XL Insurance Company | PEC002774402 | 11/30/2014-11/30/2017 | USD 25,000 | USD 3,052.14 |
| FM Global | Worldwide Property / Business & Services Interruption/ IT / Extra Expense Insurance | FM Global | 1011501-504 | 4/30/2016-4/30/2017 | USD 50,000 except BC quake 3% /quake elsewhere 1%. 48hrs iro B.I. | USD 440,238 |
| Willis | Aviation General Liability (USA Products Liability) | AIG (lead) | FG7037292-05 | 11/30/2015-11/30/2016 | USD 25,000 ea. Loss in-Flight Hangarkeepers Ground & Flight | USD 349,425 |
| Willis | Auto Insurance | Granite State Insurance Company | 02-CA-84607041-1 | 11/30/2015-11/30/2016 | USD 500 Collision USD 500 Comprehensive | USD 1,150 |
| Aon | Kazakhstan Obligatory Employers' Liability | JSC LIC "Nomad Life" | 41 41040214001/210114/6 | 5/1/2016-5/1/2017 | n/a | USD 1,205 |
| Willis | Land based equipment | ASR Schadeverzekering N.V. | 36186616 | 10/2/2015-10/2/2016 | n/a | USD 3,361.34 |
| Lombard | Political Risk Insurance | Talbot (66.67%), Inter Hannover (33.33%) | 1198400000000000000 | 8/4/2014-8/4/2016 | n/a | USD 19,659 |
| Lombard | Political Risk Insurance | Talbot (66.67%), Inter Hannover (33.33%) | 1198400000000000000 | 8/4/2014-6/4/2017 | n/a | USD 19,932 |
| Willis (as Lessor's broker) | Political Risk Insurance | Kiln, Talbot , Inter Hannover (33.33% each) | 114660000000000000 | 4/9/2013-4/8/2017 | n/a | USD 51,101 |
| Parilease | Political Risk Insurance | Talbot (50%), ANV (20%), Inter Hannover (30%) | 116440000000000000 | 12/21/2013-7/30/2016 | n/a | USD 63,502 |
| Parilease | Political Risk Insurance | Talbot (50%), ANV (20%), Inter Hannover (30%) | 116440000000000000 | 12/21/2013-12/20/2016 | n/a | USD 68,418 |

| Policy Source | Type of Coverage | Insurance Carrier | Policy Number | Policy Term | Deductible | Premium |
|---|---|---|---|---|---|---|
| Various Lessors | Residual Value Insurance | Ironshore | | | n/a | USD 1,891,360 |
| Various Lessors | Residual Value Insurance | QBE | | | n/a | USD 971,750 |
| Willis | Employer's Liability | Syndicate 2525 at Lloyds | B08011005TR16 | 4/30/2016-4/30/2017 | GBP 750 each and every claim for Re-Wage | USD 497,221 |
| Willis | Auto Insurance | Royal & Sun Alliance | B80110057TR16 | 4/30/2016-4/30/2017 | GBP 500 Accidental Damage, Fire, Theft & Windscreen | USD 54,839 |
| Willis | Machinery Options Policy /Engineering Inspection & Insurance | Allianz Insurance Plc | B80110056TR16 | 4/30/2016-4/30/2017 | GBP 250 in respect of breakdown/explosion and GBP 100 for fragmentation | USD 28,784 |
| First Ireland Risk Management | Medical Malpractice (CHC Ireland Limited - S.A.R.) | Marketform Ltd via Citynet Insurance Brokers Ltd | 2015/00076371/0000 | 9/10//2015-9/10/2016 | EUR 2,500 each claim | USD 10,238 |
| First Ireland Risk Management | Medical Malpractice (CHC Ireland Limited - S.A.R.) | Marketform Ltd via Citynet Insurance Brokers Ltd | 2015/00076376/0000 | 9/10//2015-9/10/2016 | EUR 1,500 each claim | USD 4,520 |
| Willis | Property, Terrorism and War (East Timor) | Protector | 182088 | 4/30/2016-4/30/2017 | n/a | USD 2,026 |
| Willis | Property, Terrorism and War (Ireland) | Protector | 182088 | 4/30/2016-4/30/2017 | n/a | USD 1,119 |
| Willis | Property, Terrorism and War (UK) | Protector | | 4/30/2016-4/30/2017 | n/a | USD 29,201 |
| Willis | Flood Deductible | Protector | 182088 | 4/30/2016-4/30/2017 | n/a | USD 2,445 |
| Willis | Auto - work machines Heli-One (Norway) | Protector | 193189 and182388 | 4/30/2016-4/30/2017 | n/a | USD 7,853 |

United States Bankruptcy Court
Northern District of Texas

246

In re:
CHC Group Ltd.
Debtor

Case No. 16-31854-bjh
Chapter 11

# CERTIFICATE OF NOTICE

District/off: 0539-3 User: brielly Page 1 of 2 Date Rcvd: Jun 08, 2016
Form ID: pdf025 Total Noticed: 34

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 10, 2016.

db +CHC Group Ltd., 600 East Las Colinas Blvd., 10th Floor, Irving, TX 75039-5616
aty +Abid Qureshi, Akin Gump Strauss Hauer & Feld, One Bryant Park, New York, NY 10036-6728
aty +Andrew V. Tenzer, 200 Park Ave., New York, NY 10166-0005
aty +Benejamin Farrow, Weil, Gotshal & Manges LLP, 767 Fifth Ave., New York, NY 10153-0119
aty +Daniel J. Guyder, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY 10020-1005
aty +Dennis Yl. Kao, Sidley Austin LLP, 787 Seventh Avenue,, New York, NY 10019-6088
aty +Emily D. Johnson, Wachtell, Lipton, Rosen & Katz, 51 West 52nd St., New York, NY 10019-6150
aty +Gary T. Holtzer, Weil, Gotshal & Manges LLP, 767 Fifth Ave., New York, NY 10153-0119
aty +Harold S. Novikoff, Wachtell, Lipton, Rosen & Katz, 51 West 52nd St., New York, NY 10019-6150
aty +James B. Worthington, Paul Hastings LLP, 200 Park Ave, New York, NY 10166-0005
aty +James R. Savin, Akin Gump Strauss Hauer & Feld LLP, 1333 New Hampshire Ave, N.W., Washington, DC 20036-1564
aty +Jason P. Rubin, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036-6728
aty +Jessica N. Djilani, Weil, Gotshal & Manges LLP, 767 Fifth Ave., New York, NY 10153-0119
aty +Kelly DiBlasi, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119
aty +Kevin Bostel, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119
aty +Michael E. Comerford, Paul Hastings LLP, 200 Park Ave, New York, NY 10166-0005
aty +Michael G. Burke, Sidley Austin LLP, 787 Seventh Ave, New York, NY 10019-6088
aty +Michael S. Stamer, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036-6728
aty +Rachel Jaffe Mauceri, 1701 Market Street, Philadelphia, PA 19103-2903
aty +Richard L. Levine, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119
cr Aviall Services, Inc., c/o Neil J. Orleans, 700 N. Pearl St., Suite 1610, Dallas, UNITED STATES
cr +BNP Paribas S.A., co Kenneth E. Noble, 31 West 52nd Street, 12th Floor, New York, NY 10019-6118
cr +Bank of New York Mellon, Global Corporate Trust, 6525 W. Campus Oval Road, Suite 200, New Albany, OH 43054-8832
cr +Dallas County, Linebarger, Goggan, Blair & Sampson LLP, c/o Laurie Spindler Huffman, 2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
cr +Dallas County Utiltity & Reclamation District, c/o Perdue Brandon Fielder et al, 500 E Border Street, Suite 640, Arlington, Tx 76010-7457
cr +Element Financial Corporation, 1 Landmark Square, Stamford, CT 06901-2603
cr +GE Capital Aviation Services LLC and its affiliate, c/o Michael G. Burke and Dennis Kao, Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019-6088
cr +GE Capital Equipment Finance Ltd. and its affiliat, c/o Michael G. Burke and Dennis Kao, Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019-6088
cr +Parilease S.A.S., co Kenneth E. Noble, 31 West 52nd Street, 12th Floor, New York, NY 10019-6118
cr +Precision Aviation Group, Inc. d/b/a Precision Acc, 495 Lake Mirror Road, Bldg. 800, Atlanta, GA 30349-6058
cr +Pryor Cashman LLP, 7 Times Square, New York, NY 10036-6569
cr +The Milestone Aviation Group Limited and its affil, c/o Michael G. Burke and Dennis Kao, Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019-6088
intp +United States Securities & Exchange Commission, 175 W. Jackson Blvd., Suite 900, Chicago, IL 60604-2908

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty +E-mail/Text: bankruptcynoticeschr@sec.gov Jun 08 2016 22:33:53 Jolene M. Wise, 175 W. Jackson Blvd., Ste 900, Chicago, IL 60604-2815

TOTAL: 1

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 10, 2016 Signature: /s/Joseph Speetjens

247

District/off: 0539-3 User: brielly Page 2 of 2 Date Rcvd: Jun 08, 2016
Form ID: pdf025 Total Noticed: 34

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 8, 2016 at the address(es) listed below:
NONE. TOTAL: 0

This is **Exhibit "L"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 249
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

Barbara J. Houser

**Signed June 8, 2016**

**United States Bankruptcy Judge**

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

**DALLAS DIVISION**

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD.** ***et al.,*** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER PURSUANT TO SECTIONS 363, 503(c), AND 105(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO MAKE CERTAIN SEVERANCE PAYMENTS TO INDIVIDUALS WHOSE EMPLOYMENT WITH THE DEBTORS MAY BE TERMINATED IN THE FUTURE**

Upon the motion, dated May 13, 2016, (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 363, 503(c), and 105(a) of title 11 of the United

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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States Code (the "**Bankruptcy Code**") for authority to continue the Severance Policy, including the Statutory Severance and Benefit Payments and CBA Severance Payments (the "**Bankruptcy Code**"), as more fully set forth in the Motion; all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (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 the administrative agent 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) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (viii) the Board of Equalization, PO Box 942879, Sacramento, Ca. 94279, (ix) the Securities and Exchange Commission, (x) the Office of the

United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xi) the Internal Revenue Service, and (xii) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized, but not directed, to continue the Severance Policy and pay the (i) Statutory Severance and Benefit Payments and (ii) CBA Severance Payments up to a maximum of $9,000,000, without prejudice to the Debtors' right to seek further authority from this Court. All payments authorized by this paragraph shall be paid in accordance with the forecast required to be provided to the Official Committee of Unsecured Creditors (the "**Committee**") under the interim and/or final orders approving the use of cash collateral, including any variance approved by the Court.

3. The Debtors will provide the Committee, by and through their advisors, a monthly report of all payments made on or after the Petition Date pursuant to this Order. Such report shall be due on the 20th day after (or the next business day if such day is not a business day) the last day of the month.

4. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 under applicable nonbankruptcy law, or (iii) an assumption, adoption or rejection of any contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

5. Nothing in this Order shall be deemed to authorize the payment of any amounts in satisfaction of severance obligations to any insiders (as such term is defined in section 101(31) of the Bankruptcy Code) of the Debtors.

6. The Debtors shall make payments to employees in accordance with the terms of the collective bargaining agreements, as applicable. To the extent a severance payment to an employee is not covered under a collective bargaining agreement, the Debtors shall require such employee to execute a letter agreement providing the Debtors with a release from any and all claims relating to their employment unless prior consent is obtained from the Committee.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

10. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

### END OF ORDER ###

254

RESPECTFULLY SUBMITTED,

**WEIL, GOTSHAL & MANGES LLP**

/s/ Stephen A. Youngman
Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
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Kelly DiBlasi (*pro hac vice*)
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Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
kelly.diblasi@weil.com

*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "M"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

Docket #0689 Date Filed: 07/29/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET
256

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 28, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

| | | |
|---|---|---|
| *In re:* | : | Chapter 11 |
| CHC GROUP LTD. *et al.*, | : | Case No. 16–31854 (BJH) |
| Debtors. | : | (Jointly Administered) |

**ORDER AUTHORIZING DEBTORS TO PAY (I) CERTAIN PREPETITION AMOUNTS FOR REPAIR SHOPS, SHIPPERS, WAREHOUSEMEN, AND OTHER LIEN CLAIMANTS AND (II) CONFIRMING ADMINISTRATIVE STATUS FOR CERTAIN PARTS DELIVERED TO DEBTORS POSTPETITION PURSUANT TO SECTIONS 105(a), 363(b), AND 503(b) OF THE BANKRUPTCY CODE**

Upon the Motion, dated July 1, 2016 (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to section 105(a), 363(b) and 503(b) of title 11 of the

[1] Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

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United States Code (the "**Bankruptcy Code**") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") authorizing, but not directing, the Debtors to pay, in their sole discretion, (i) certain prepetition amounts to Repair Shops, Shippers, Warehousemen, and Other Lien Claimants (each as defined in the Motion and, collectively, the "**Lien Claimants**") that the Debtors determine, in the exercise of their business judgment, to be necessary or appropriate to obtain the release of goods, including but not limited to, helicopter parts, ground support equipment, tools, inventory, supplies, equipment, components, and other materials (collectively, the "**Parts**") held by any Lien Claimants, (ii) confirming the administrative status of claims related to certain Parts ordered prepetition but delivered to the Debtors postpetition, and (iii) authorizing applicable banks and financial institutions (collectively, the "**Banks**") to receive, honor, process and pay all checks issued or to be issued and electronic funds transfers requested or to be requested relating to the above, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Committee**"), (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 HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent 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, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, and (xiv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and upon the *Declaration of Robert A. Del Genio in Support of Motion of Debtors for Entry of an Order Authorizing Debtors to Pay (I) Certain Prepetition Amounts for Repair Shops, Shippers, Warehousemen, and Other Lien Claimants and (II) Confirming Administrative Status for Certain Parts Delivered to Debtors*

*Postpetition Pursuant to Sections 105(a), 363(b), and 503(b) of the Bankruptcy Code and Bankruptcy Rule 6004*, attached to the Motion as **Exhibit B;** and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. Subject to paragraph 3 below, the Debtors are authorized, but not directed, to make payments to Lien Claimants, including, without limitation, Repair Shops, Shippers, Warehousemen, and Other Lien Claimants, whether relating to the period before or after the Petition Date, as the Debtors determine, in the exercise of their business judgment, to be necessary or appropriate to obtain access to Parts. All payments authorized by this paragraph shall be paid in accordance with the forecast required to be provided to the Committee under the interim and/or final orders approving the use of cash collateral, including any variance approved by the Court.

3. The Debtors shall provide 5 business days' prior notice to counsel to the Committee before making any payment on a single invoice pursuant to paragraph 2 above that exceeds $200,000. If 5 business days' notice is not practicable, the Debtors shall provide notice to counsel to the Committee as soon as possible, and shall in no event make payment on a single invoice that exceeds $200,000 without first conferring with counsel to the Committee.

4. The Debtors will provide a monthly report of all payments made on or after the Petition Date pursuant to this Order in the Debtors' Monthly Operating Report.

5. The Debtors are authorized, but not directed, to obtain written verification (a "**Vendor Agreement**"), before issuing payment hereunder, from any Lien Claimant that the Lien Claimant shall (i) continue to provide services to the Debtors during the pendency of these chapter 11 cases on the most favorable terms that existed in the one (1) year before the Petition and (ii) agree that it shall not be permitted to cancel on less than 90-days' notice any contract or agreement pursuant to which it provides services to the Debtors; provided that the absence of such written verification shall not limit the Debtors' rights hereunder.

6. If a Lien Claimant has received payment of its claim and later refuses to continue supplying goods or services for the applicable period in compliance with a Vendor Agreement, this Order, or such terms as were individually agreed to between the Debtors and such Lien Claimant, the Debtors may, in their discretion, declare that (i) the payment of the Lien Claimant's claim is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover in cash or in goods from such Lien Claimant (including by setoff against postpetition obligations); or (ii) the Lien Claimant shall immediately return the payment of its claim without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever, and the claim shall be reinstated in such an amount so as to restore the Debtors and the Lien Claimant to their original positions as if the Vendor Agreement had never been entered into and no payment of the Lien Claimant's claim had been made.

7. Nothing herein or in the Motion shall be deemed to be a waiver of the Debtors' or the Committee's rights to challenge the extent, validity, perfection or possible avoidance of any liens asserted or threatened by any Lien Claimant.

8. For any payments to Lien Claimants on account of liens obtained by the Lien Claimants, the Lien Claimants receiving the payments shall take whatever action is necessary to remove such liens, if any.

9. The undisputed obligations of the Debtors arising under the Outstanding Purchase Orders shall be afforded administrative expense priority status pursuant to section 503(b)(1)(A) of the Bankruptcy Code.

10. Pursuant to sections 503(b) and 363(c)(1) of the Bankruptcy Code, the Debtors are authorized to pay in the ordinary course of their businesses all undisputed obligations arising from the postpetition delivery or shipment by Vendors of Parts under Outstanding Purchase Orders consistent with their customary practice.

11. Nothing herein or in the Motion shall be construed as to limit, or in any way affect, the Debtors' ability to dispute or contest the amount of or basis for any claims against the Debtors arising in connection with the Outstanding Purchase Orders.

12. The Banks are authorized, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating to this Order. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, or wires in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, or wire; or (c) an innocent mistake made despite implementation of reasonable handling procedures. The Banks may rely on the representations of the Debtors regarding which checks that were drawn or

instructions that were issued by the Debtors before the Petition Date should be honored postpetition pursuant to an Order of this Court.

13. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of payments to Lien Claimants to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

14. Nothing contained in this Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

15. Notwithstanding entry of Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

16. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

18. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
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*Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "N"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
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Docket #0563 Date Filed: 07/08/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET
265

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed July 8, 2016**

**United States Bankruptcy Judge**

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER PURSUANT TO SECTION 502(b)(9) OF THE BANKRUPTCY CODE, FED. R. BANKR. P. 2002 AND 3003(c)(3), AND LOCAL RULE 2002-1(A) ESTABLISHING THE DEADLINE FOR FILING PROOFS OF CLAIM AND PROCEDURES RELATED THERETO AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon the Motion, dated June 8, 2016 (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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"**Debtors**"), for an order pursuant to section 502(b)(9) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2002-1(a) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**"): (i) establishing **August 26, 2016 at 4:00 p.m. (Pacific Time)** as the deadline for each person or entity (including, without limitation, each individual, partnership, corporation, joint venture, estate and trust) to file proofs of claim (each a "**Proof of Claim**") based on prepetition claims (as defined in section 101(5) of the Bankruptcy Code), including, for the avoidance of doubt, secured claims and priority claims, including claims under section 503(b)(9) of the Bankruptcy Code (each a "**503(b)(9) Claim**") against the Debtors (the "**Bar Date**"); (ii) establishing the Governmental Bar Date, the Supplemental Bar Date and the Rejection Bar Date; (iii) approving the proposed notices of the Bar Dates (the "**Bar Date Notice**" and the "**Publication Bar Date Notice**"); and (iv) approving the proposed notice procedures for the Bar Dates (the "**Notice Procedures**"), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.), counsel to the Official Unsecured Creditors' Committee, (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, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent 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, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (x) the Securities and Exchange Commission, (xi) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xii) the Internal Revenue Service, and (xiii) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all

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

1. The Motion is granted to the extent set forth herein.

2. The following procedures for filing Proofs of Claim are approved:

   a. Unless otherwise provided herein, the Bar Date shall be **August 26, 2016 at 4:00 p.m. (Pacific Time)**.[1]

   b. Proofs of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) be on the form annexed hereto as **Exhibit 1** or otherwise conform substantially to the Official Bankruptcy Form B410 ("**Official Form B410**");[2] (iv) specify the Debtor against which the Proof of Claim is filed; (v) set forth with specificity the legal and factual bases for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. Any holder of a claim against the Debtors that seeks to assert a claim against more than one Debtor must file separate Proofs of Claim against each such Debtor and must identify on the Proof of Claim the applicable Debtor against which such claim is asserted and the corresponding case number. Any claim filed under the joint administration case number (CHC Group Ltd., Case No. 16-31854 (BJH)) or that otherwise fails to identify a debtor shall be deemed as filed only against Debtor CHC Group Ltd. To the extent a Proof of Claim form is submitted with more than one Debtor listed, the Proof of Claim will be treated as filed only against the first listed Debtor.

   c. If a claimant asserts a claim against more than one Debtor, the claimant must file a separate Proof of Claim against each Debtor.

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[1] Notwithstanding the entry of Docket No. 85 regarding the 341(a) meeting of creditors, the deadline to file a proof of claim in these chapter 11 cases shall be the Bar Date (August 26, 2016 at 4:00 p.m. (Pacific Time)).

[2] Official Form B410 can also be found at www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0.

d. Proofs of Claim shall be deemed timely filed only if the Proofs of Claim are **actually received** by the Debtors' Court approved claims agent, Kurtzman Carson Consultants LLC ("**KCC**") by the Bar Date, Governmental Bar Date, Supplemental Bar Date, or Rejection Bar Date, as applicable, at:

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245

Proofs of Claim sent by facsimile or electronic mail transmission **will not** be accepted.

e. Any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) that asserts a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), including, for the avoidance of doubt, secured claims and priority claims, including 503(b)(9) Claims, must file a Proof of Claim by the Bar Date.

f. Any Governmental Unit that asserts a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), including, for the avoidance of doubt, secured claims and priority claims, including 503(b)(9) Claims, must file a Proof of Claim by the Governmental Bar Date.

g. Any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a Rejection Damages Claim must file a Proof of Claim by the Rejection Bar Date.

h. For the avoidance of doubt, a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a Rejection Damages Claim) must file a Proof of Claim for such amounts on or before the Bar Date unless an exception identified in paragraph (j) below applies.

i. In the event that the Debtors amend or supplement their Schedules of Assets and Liabilities or Statements of Financial Affairs (collectively, the "**Schedules**") to (i) designate a claim as disputed, contingent, unliquidated, or undetermined, (ii) change the amount of a claim reflected therein, (iii) change the priority or secured status of a claim

reflected therein, or (iv) add a claim that was not listed on the Schedules, the Debtors shall notify the claimant of the amendment. The deadline for any holder of a claim so designated, changed, or added to file a Proof of Claim on account of any such claim is the Supplemental Bar Date.

j. The following persons or entities are **not** required to file a Proof of Claim on or before the Bar Date, Governmental Bar Date, Supplemental Bar Date, or Rejection Bar Date, as applicable:

i. any person or entity whose claim is listed on the Schedules and (A) whose claim is **not** described thereon as "disputed," "contingent," or "unliquidated," (B) who does **not** dispute the amount or priority of the claim set forth in the Schedules, and (C) who does **not** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

ii. any person or entity whose claim has been paid in full, including but not limited to any claim of an employee of the Debtors for ordinary course wages or benefits to the extent already paid by the Debtors after the Petition Date pursuant to an order of this Court;

iii. any person or entity that holds an interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; ***provided, however***, that interest holders that wish to assert claims (as opposed to ownership interests) against the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the Bar Date, unless another exception identified herein applies;

iv. any holder of a claim allowable as an administrative expense of the Debtors' chapter 11 cases under section 503(b) of the Bankruptcy Code, including any portion of a Rejection Damages Claim allowable as an administrative expense, with the exception of any claims allowable under section 503(b)(9) of the Bankruptcy Code (with respect to the value of goods sold to the Debtors in the ordinary

course of business and received by the Debtors within twenty (20) days of the Petition Date), which are subject to the Bar Date;

v. any person or entity that holds a claim that has been allowed by an order of this Court entered on or before the Bar Date;

vi. any holder of a claim for which a separate deadline is fixed by this Court;

vii. any Debtor in these above-captioned cases having a claim against another Debtor in these above-captioned cases; ***provided, however***, for the avoidance of doubt, that any non-debtor affiliate (as defined in section 101(2) of the Bankruptcy Code) having a claim against a Debtor in these above-captioned cases must file a Proof of Claim;

viii. any holder of a claim who has already properly filed a Proof of Claim with the Clerk of the Court or KCC against any of the Debtors, using a claim form which substantially conforms to Official Form B410, with respect to such claim;

ix. any person or entity whose claim is limited exclusively to the repayment of principal, interest and other fees and expenses (a "**Debt Claim**") on or under the credit agreement or indenture governing the (i) Senior Secured Revolving Credit Facility (the "**Revolving Facility**"), (ii) 9.250% Senior Secured Notes Due 2020 (the "**Senior Secured Notes**"), (iii) Asset-based Revolving Credit Facility (the "**ABL Facility**"), and (iv) 9.375% Senior Notes due 2021 (the "**Unsecured Notes**," and, together with the Revolving Facility, Senior Secured Notes, and ABL Facility, the "**Debt Instruments**"); ***provided, however***, that (i) any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument other than a Debt Claim will be required to file a Proof of Claim with respect to such claim on or before the Bar Date, unless another exception identified herein applies; (ii) the agents and indenture trustees for the Revolving Facility, Senior Secured Notes, ABL Facility, and Unsecured Notes, as applicable, are authorized to file in the Debtors' lead chapter 11 case *In re CHC Group Ltd., et al.*, Case No. 16–31854 (BJH), a single, master proof of claim on account of

any and all claims arising under the applicable Debt Instrument, including a Debt Claim (the "**Master Proof of Claim**") against every Debtor that is liable for such claim (regardless of whether such liability is fixed, contingent, matured, unmatured, full, or partial) under the Debt Instrument as primary obligor, guarantor, or otherwise. The Master Proof of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors, which instruments, agreements, or other documents will be provided upon written request to counsel for the agents and indenture trustees;

x. any present or former employee of the Debtors whose employment is or was subject to the terms of a collective labor agreement (and, with respect to benefit claims, any spouse, surviving spouse or other beneficiary thereof) and any union representing such employees or former employees (the "**CLA Parties**") solely with respect to any prepetition claim based on the payment of wages, salaries, employee medical benefits, insurance benefits and other benefits authorized to be paid by order of the Court (the "**First Day Wage Claims**") under the first-day wage and benefit order approved by the Court on June 9, 2016 [Docket No. 289] (the "**Wages Order**"); ***provided, however***, that CLA Parties must file a Proof of Claim for any amounts owed based on events that occurred prior to the Petition Date and that are not otherwise already satisfied through the Wage Order. This includes, but is not limited to, any claims based on grievances, litigation, mediation or arbitration that arose on or prior to the Petition Date. Unions may submit a Proof of Claim itemizing such grievances on behalf of their respective members to the extent authorized to do so under applicable law. To the extent any actions are undertaken in this bankruptcy case that cause the CLA Parties to incur additional claims that did not otherwise exist as of the Petition Date, including but not limited to, any claims arising from the termination of employees or other modification of rights under sections 1113 or 1114 of the Bankruptcy Code, the Debtors shall establish a separate procedure for the submission of any such claims and provide notice of such procedure to the CLA Parties. In addition, if the Debtors have provided written notice to the CLA Parties and their respective

unions that the Debtors do not intend to pay any First-Day Wage Claims, the CLA Parties shall have until the later of (i) the Bar Date and (ii) 30 days from the date of the written notice, to submit a Proof of Claim. Nothing in this provision shall limit or preclude the Debtors from contesting an employee's or a CLA Party's Proof of Claim; or

xi. the U.S. Trustee for any statutory fees owed by the Debtors.

3. Any holder of a claim against the Debtors who is required to file a Proof of Claim in accordance with this Bar Date Order, but fails to do so on or before the Bar Date, Governmental Bar Date, Supplemental Bar Date, or Rejection Bar Date, as applicable, shall not be permitted to vote to accept or reject any plan filed in these chapter 11 cases, or participate in any distribution in these chapter 11 cases on account of such claim, or to receive further notices regarding such claim.

4. The Bar Date Notice, attached hereto as **Exhibit 2**, is hereby approved.

5. The following Notice Procedures are hereby approved:

a. At least **forty-five (45) days** prior to the Bar Date, the Debtors shall cause to be mailed (i) the Proof of Claim form annexed hereto as **Exhibit 1** and (ii) the Bar Date Notice to the following parties:

i. U.S. Trustee;

ii. all parties listed on the Consolidated Creditor Matrix;

iii. counsel to an informal group of certain unaffiliated holders of the Senior Secured Notes;

iv. counsel to certain secured lenders under the Revolving Facility;

v. counsel to the administrative agent under the ABL Facility;

vi. counsel to the collateral agent under the ABL Facility;

vii. The Bank of New York Mellon, in its capacity as indenture trustee under the Senior Secured Notes;

viii. counsel to the indenture trustee under the Unsecured Notes;

ix. counsel to the indenture trustee under the Senior Secured Notes;

x. counsel to the official committee of unsecured creditors;

xi. the Board of Equalization;

xii. the Office of the United States Attorney;

xiii. the Internal Revenue Service; and

xiv. all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

b. The Debtors shall also post the Bar Date Notice on KCC's website at www.kccllc.net/chc.

6. The Debtors shall publish an abridged form of the Bar Date Notice, substantially in the form attached hereto as **Exhibit 3** (the "**Publication Bar Date Notice**") once in *The Wall Street Journal* (Global Edition—North America, Europe, and Asia) at least **thirty-five (35) days** prior to the Bar Date, which publication is hereby approved and shall be deemed good, adequate, and sufficient publication of notice of the Bar Dates and the procedures for filing Proofs of Claim in these cases.

7. The Debtors may, in their sole discretion, publish the Bar Date Notice in other newspapers, trade journals, or similar publications.

8. The Debtors and KCC are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

9. Notification of the relief granted by this Order as provided herein is fair and reasonable and will provide good, sufficient, and proper notice to all creditors of their rights

and obligations in connection with claims they may have against the Debtors in these chapter 11 cases.

10. Nothing in this Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules.

11. Entry of this Order is without prejudice to the Debtors' rights and defenses with respect to any Proof of Claim, including, among other things, the right to object to any Proof of Claim on any grounds; ***provided, however***, that, notwithstanding any provision in this Order, the Debtors shall not seek to disallow a Proof of Claim solely on the basis that such Proof of Claim was not (i) written in the English language or (ii) stated in the lawful currency of the United States.

12. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing the date by which holders of claims **not** subject to the Bar Dates established herein, including those persons or entities identified in paragraph 2(j) of this Order, must file such claims against the Debtors or be forever barred from so doing.

13. Nothing in this Order shall prejudice the right of creditors with a foreign address to file a motion, prior to the Bar Date, asking this Court to extend the Bar Date.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

276

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*

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*Attorneys for Debtors and Debtors in Possession*

**EXHIBIT I**

**Proof of Claim Form**

277

United States Bankruptcy Court for the Northern District of Texas 278

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- ☐ CHC Group Ltd. (Case No. 16-31854)
- ☐ 6922767 Holding SARL (Case No. 16-31855)
- ☐ Capital Aviation Services B.V. (Case No. 16-31856)
- ☐ CHC Cayman ABL Borrower Ltd. (Case No. 16-31857)
- ☐ CHC Cayman ABL Holdings Ltd. (Case No. 16-31858)
- ☐ CHC Cayman Investments I Ltd. (Case No. 16-31859)
- ☐ CHC Den Helder B.V. (Case No. 16-31860)
- ☐ CHC Global Operations (2008) ULC (Case No. 16-31862)
- ☐ CHC Global Operations Canada (2008) ULC (Case No. 16-31870)
- ☐ CHC Global Operations International ULC (Case No. 16-31879)
- ☐ CHC Helicopter (1) S.À R.L. (Case No. 16-31892)
- ☐ CHC Helicopter (2) S.À R.L. (Case No. 16-31895)
- ☐ CHC Helicopter (3) S.À R.L. (Case No. 16-31878)
- ☐ CHC Helicopter (4) S.À R.L. (Case No. 16-31882)
- ☐ CHC Helicopter (5) S.À R.L. (Case No. 16-31890)
- ☐ CHC Helicopter Australia Pty. Ltd. (Case No. 16-31872)
- ☐ CHC Helicopter Holding S.À R.L. (Case No. 16-31875)
- ☐ CHC Helicopter S.A. (Case No. 16-31863)
- ☐ CHC Helicopters (Barbados) Limited (Case No. 16-31865)
- ☐ CHC Helicopters (Barbados) SRL (Case No. 16-31867)
- ☐ CHC Holding (UK) Limited (Case No. 16-31868)
- ☐ CHC Holding NL B.V. (Case No. 16-31874)
- ☐ CHC Hoofddorp B.V. (Case No. 16-31861)
- ☐ CHC Leasing (Ireland) Limited (Case No. 16-31864)
- ☐ CHC Netherlands B.V. (Case No. 16-31866)
- ☐ CHC Norway Acquisition Co AS (Case No. 16-31869)
- ☐ Heli-One (Netherlands) B.V. (Case No. 16-31871)
- ☐ Heli-One (Norway) AS (Case No. 16-31876)
- ☐ Heli-One (U.S.) Inc. (Case No. 16-31881)
- ☐ Heli-One (UK) Limited (Case No. 16-31888)
- ☐ Heli-One Canada ULC (Case No. 16-31893)
- ☐ Heli-One Holdings (UK) Limited (Case No. 16-31894)
- ☐ Heli-One Leasing (Norway) AS (Case No. 16-31886)
- ☐ Heli-One Leasing ULC (Case No. 16-31891)
- ☐ Heli-One USA Inc. (Case No. 16-31853)
- ☐ Heliworld Leasing Limited (Case No. 16-31889)
- ☐ Integra Leasing AS (Case No. 16-31885)
- ☐ Lloyd Bass Strait Helicopters Pty. Ltd. (Case No. 16-31883)
- ☐ Lloyd Helicopter Services Limited (Case No. 16-31873)
- ☐ Lloyd Helicopter Services Pty. Ltd. (Case No. 16-31877)
- ☐ Lloyd Helicopters International Pty. Ltd. (Case No. 16-31880)
- ☐ Lloyd Helicopters Pty. Ltd. (Case No. 16-31884)
- ☐ Management Aviation Limited (Case No. 16-31887)

# Official Form 410
# Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**
   _____
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☐ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   **Where should notices to the creditor be sent?**
   _____ Name
   _____ Number Street
   _____ City State ZIP Code
   _____ Country
   Contact phone _____
   Contact email _____

   **Where should payments to the creditor be sent?** (if different)
   _____ Name
   _____ Number Street
   _____ City State ZIP Code
   _____ Country
   Contact phone _____
   Contact email _____

4. **Does this claim amend one already filed?**
   ☐ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☐ No
   ☐ Yes. Who made the earlier filing? _____

279

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ _____. **Does this amount include interest or other charges?**
   - ☐ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   _____

9. **Is all or part of the claim secured?**
   - ☐ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature of property:**
   - ☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☐ No
    - ☐ Yes. Identify the property: _____

280

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. *Check all that apply:*

**Amount entitled to priority**

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____

☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____

☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date _____
MM / DD / YYYY

_____
Signature

**Print the name of the person who is completing and signing this claim:**

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code Country

Contact phone _____ Email _____

Official Form 410

# Instructions for Proof of Claim

United States Bankruptcy Court 04/16

**These instructions and definitions generally explain the law. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.**

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.**
18 U.S.C. §§ 152, 157 and 3571

## How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

**PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**
CHC Group Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State).* See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at http://www.kccllc.net/chc.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate. 11 U.S.C. § 503

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Do not file these instructions with your form.**

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

282

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Uniform claim identifier:** An optional 24-character identifier that some creditors use to facilitate electronic payment.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

**Creditors with a foreign address:** If you are a creditor receiving notice mailed to a foreign address, you may file a motion, prior to the deadline to file a proof of claim, requesting the bankruptcy court to extend such deadline. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

## Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

**EXHIBIT 2**

**Bar Date Notice**

284

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM**
**(INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)**

TO ALL PERSONS AND ENTITIES WITH CLAIMS (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE[1]) AGAINST A DEBTOR SET FORTH BELOW:

| Name of Debtors | Other Names Used by the Debtors in the last 8 years | Taxpayer ID Numbers | Case Numbers |
|---|---|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. | 98-0587405 | 16-31854 |
| 6922767 Holding SARL | | 98-0598004 | 16-31855 |
| Capital Aviation Services B.V. | | 98-0592415 | 16-31856 |
| CHC Cayman ABL Borrower Ltd. | | 98-1245051 | 16-31857 |
| CHC Cayman ABL Holdings Ltd. | | 98-1244835 | 16-31858 |
| CHC Cayman Investments I Ltd. | | 98-0588558 | 16-31859 |
| CHC Den Helder B.V. | | 98-0592455 | 16-31860 |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. | 98-1197214 | 16-31862 |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. | 98-1196979 | 16-31870 |
| CHC Global Operations International ULC | CHC Global Operations International Inc. | 98-1198751 | 16-31879 |
| CHC Helicopter (1) S.à r.l. | | 98-1198914 | 16-31892 |
| CHC Helicopter (2) S.à r.l. | | 98-1199088 | 16-31895 |
| CHC Helicopter (3) S.à r.l. | | 98-1199297 | 16-31878 |
| CHC Helicopter (4) S.à r.l. | | 98-1199655 | 16-31882 |
| CHC Helicopter (5) S.à r.l. | | 98-1199897 | 16-31890 |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. | 98-0592402 | 16-31872 |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC; CHC Helicopter Corporation | 94-3440907 | 16-31875 |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. | 98-0596821 | 16-31863 |
| CHC Helicopters (Barbados) Limited | | 98-1197985 | 16-31865 |
| CHC Helicopters (Barbados) SRL | | No Tax I.D. Number | 16-31867 |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited | 98-0592198 | 16-31868 |
| CHC Holding NL B.V. | | 98-0596801 | 16-31874 |
| CHC Hoofddorp B.V. | | 98-0952413 | 16-31861 |
| CHC Leasing (Ireland) Limited | Justinvale Limited | 98-1198230 | 16-31864 |
| CHC Netherlands B.V. | | 98-0592409 | 16-31866 |

[1] The "**Bankruptcy Code**" is defined as chapter 11 of title 11 of the United States Code.

| | | | |
|---|---|---|---|
| CHC Norway Acquisition Co AS | | 98-0596777 | 16-31869 |
| Heli-One (Netherlands) B.V. | | 98-0592414 | 16-31871 |
| Heli-One (Norway) AS | | 98-0592437 | 16-31876 |
| Heli-One (U.S.) Inc. | | 84-1719617 | 16-31881 |
| Heli-One (UK) Limited | | 98-0592451 | 16-31888 |
| Heli-One Canada ULC | Heli-One Canada Inc.; 6976972 Canada Inc. | 98-1198735 | 16-31893 |
| Heli-One Holdings (UK) Limited | | 98-0596780 | 16-31894 |
| Heli-One Leasing (Norway) AS | | 98-0592441 | 16-31886 |
| Heli-One Leasing ULC | Heli-One Leasing Inc. | No Tax I.D. Number | 16-31891 |
| Heli-One USA Inc. | | 75-2303691 | 16-31853 |
| Heliworld Leasing Limited | | 98-0592464 | 16-31889 |
| Integra Leasing AS | | 98-0592439 | 16-31885 |
| Lloyd Bass Strait Helicopters Pty. Ltd. | | 98-05-92398 | 16-31883 |
| Lloyd Helicopter Services Limited | | 98-0596781 | 16-31873 |
| Lloyd Helicopter Services Pty. Ltd. | | 98-0592394 | 16-31877 |
| Lloyd Helicopters International Pty. Ltd. | | 98-0592400 | 16-31880 |
| Lloyd Helicopters Pty. Ltd. | | 98-0592393 | 16-31884 |
| Management Aviation Limited | | 98-0592135 | 16-31887 |

**PLEASE TAKE NOTICE THAT,** on July __, 2016, the United States Bankruptcy Court for the Northern District of Texas (the "**Court**"), having jurisdiction over the chapter 11 cases of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") entered an order (the "**Bar Date Order**") establishing: (i) **August 26, 2016 at 4:00 p.m. (Pacific Time)** (the "**Bar Date**") as the last date and time for each person or entity (including, without limitation, each individual, partnership, corporation, joint venture, estate, and trust, other than a governmental unit, to file a proof of claim ("**Proof of Claim**") based on a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), including a claim under section 503(b)(9) of the Bankruptcy Code (a "**503(b)(9) Claim**"), as described more fully below, against any of the Debtors, and (ii) **November 1, 2016 at 4:00 p.m. (Pacific Time)** as the deadline for governmental units (as such term is defined in section 101(27) of the Bankruptcy Code) to file Proofs of Claim against the Debtors (the "**Governmental Bar Date**," and together with the Supplemental Bar Date and the Rejection Bar Date (each as defined below) and the Bar Date, the "**Bar Dates**").

The Bar Date Order, the Bar Date, and the procedures set forth below for the filing of Proofs of Claim apply to all claims against the Debtors (other than those set forth below as being specifically excluded) that arose prior to **May 5, 2016**, the date on which the Debtors commenced their cases under chapter 11 of the Bankruptcy Code.

**If you have any questions relating to this Notice, please feel free to contact Kurtzman Carson Consultants LLC ("KCC") at 1-866-967-0261 (International 1-310-751-2661) or by writing to CHC Claims Processing, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245.**

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

**CREDITORS WITH A FOREIGN ADDRESS. If you are a creditor receiving notice mailed to a foreign address, you may file a motion, prior to the Bar Date, asking the Court to extend the Bar Date. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.**

## 1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors and to share in any distribution from the Debtors' estates if you have a claim that occurred prior to **May 5, 2016**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or omissions of the Debtors that arose

before May 5, 2016 may give rise to claims against the Debtors that must be filed by the Bar Date, notwithstanding that such claims may not have matured or become fixed, liquidated, or certain prior to May 5, 2016.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims, and 503(b)(9) Claims.

2. **WHO NEED NOT FILE A PROOF OF CLAIM**

a) Any person or entity whose claim is listed on the Debtors' schedules of assets and liabilities and statements of financial affairs filed in these cases (the "**Schedules**") and (i) whose claim is **not** described thereon as "disputed," "contingent," or "unliquidated," (ii) who does **not** dispute the amount or priority of the claim set forth in the Schedules, and (iii) who does **not** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

b) any person or entity whose claim has been paid in full, including but not limited to any claim of an employee of the Debtors for ordinary course wages or benefits to the extent already paid by the Debtors after the Petition Date pursuant to an order of the Court;

c) any person or entity that holds an interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; ***provided, however***, that interest holders that wish to assert claims (as opposed to ownership interests) against the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the Bar Date, unless another exception identified herein applies;

d) any holder of a claim allowable under section 503(b) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases, including any portion of a Rejection Damages Claim allowable as an administrative expense, **with the exception of 503(b)(9) Claims, which are subject to the Bar Date**;

e) any person or entity that holds a claim that has been allowed by an order of the Court entered on or before the Bar Date;

f) any holder of a claim for which a separate deadline is fixed by the Court;

g) any Debtor in these above-captioned cases having a claim against another Debtor in these above-captioned cases; ***provided, however***, for the avoidance of doubt, that any non-debtor affiliate (as defined in section 101(2) of the Bankruptcy Code having a claim against a Debtor in these above-captioned cases must file a Proof of Claim;

h) any holder of a claim who has already properly filed a Proof of Claim with the Clerk of the Court or KCC against any of the Debtors, using a claim form which substantially conforms to the Official Bankruptcy Form B410 ("**Official Form B410**"), with respect to such claim;

i) any person or entity whose claim is limited exclusively to repayment of principal, interest and other fees and expenses (a "**Debt Claim**") on or under the credit agreement or indenture governing the (i) Senior Secured Revolving Credit Facility (the "**Revolving Facility**"), (ii) 9.250% Senior Secured Notes Due 2020 (the "**Senior Secured Notes**"), (iii) Asset-based Revolving Credit Facility (the "**ABL Facility**"), and (iv) 9.375% Senior Unsecured Notes due 2021 (the "**Unsecured Notes**," and, together with the Revolving Facility, Senior Secured

Notes, and ABL Facility, the "**Debt Instruments**"); ***provided, however***, that (i) any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument other than a Debt Claim will be required to file a Proof of Claim with respect to such claim on or before the Bar Date, unless another exception identified herein applies and (ii) the agents and indenture trustees for the Revolving Facility, Senior Secured Notes, ABL Facility, and Unsecured Notes, as applicable, are authorized to file a single, master Proof of Claim with respect to any and all claims arising out of or relating to a Debt Instrument, including a Debt Claim;

j) any present or former employee of the Debtors whose employment is or was subject to the terms of a collective labor agreement (and, with respect to benefit claims, any spouse, surviving spouse or other beneficiary thereof) and any union representing such employees or former employees (the "**CLA Parties**") solely with respect to any prepetition claim based on the payment of wages, salaries, employee medical benefits, insurance benefits and other benefits authorized to be paid by order of the Court (the "**First Day Wage Claims**") under the first-day wage and benefit order approved by the Court on June 9, 2016 [Docket No. 289] (the "**Wages Order**"); ***provided, however***, that CLA Parties must file a Proof of Claim for any amounts owed based on events that occurred prior to the Petition Date and that are not otherwise already satisfied through the Wage Order. This includes, but is not limited to, any claims based on grievances, litigation, mediation or arbitration that arose on or prior to the Petition Date. Unions may submit a Proof of Claim itemizing such grievances on behalf of their respective members to the extent authorized to do so under applicable law. To the extent any actions are undertaken in this bankruptcy case that cause the CLA Parties to incur additional claims that did not otherwise exist as of the Petition Date, including but not limited to, any claims arising from the termination of employees or other modification of rights under sections 1113 or 1114 of the Bankruptcy Code, the Debtors shall establish a separate procedure for the submission of any such claims and provide notice of such procedure to the CLA Parties. In addition, if the Debtors have provided written notice to the CLA Parties and their respective unions that the Debtors do not intend to pay any First-Day Wage Claims, the CLA Parties shall have until the later of (i) the Bar Date and (ii) 30 days from the date of the written notice, to submit a Proof of Claim. Nothing in this provision shall limit or preclude the Debtors from contesting an employee's or a CLA Party's Proof of Claim; or

k) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**") for any statutory fees owed by the Debtors.

**YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.**

**THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.**

## 3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the Bar Date, (ii) **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days** after the date on which an order is entered approving such rejection and (iii) any date that the Court may fix in the applicable order authorizing such rejection (the "**Rejection Bar Date**"). Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of May 5, 2016 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the Bar Date unless an exception identified above applies.

## 4. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the Bar Date, Governmental Bar Date, Rejection Bar Date or Supplemental Bar Date (as defined below), as applicable, by KCC at the following address:

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

Proofs of Claim will be deemed timely filed only if **actually received** by KCC on or before the Bar Date, Governmental Bar Date, Rejection Bar Date or Supplemental Bar Date (as defined below). Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

## 5. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to Official Form B410; (iv) specify the Debtor against which the Proof of Claim is filed; (v) set forth with specificity the legal and factual bases for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE. ANY CLAIM FILED UNDER THE JOINT ADMINISTRATION CASE NUMBER (CHC GROUP LTD., CASE NO. 16-31854 (BJH)) OR THAT OTHERWISE FAILS TO IDENTIFY A DEBTOR SHALL BE DEEMED AS FILED ONLY AGAINST DEBTOR CHC GROUP LTD. IF AN ENTITY LISTS MORE THAN ONE DEBTOR ON ITS FORM(S), THE PROOF(S) OF CLAIM WILL BE TREATED AS FILED ONLY AGAINST THE FIRST LISTED DEBTOR.

Official Form B410 may be obtained at www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0 or http://www.kccllc.net/chc.

**YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.**

## 6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE DEADLINE

***Any holder of a claim against the Debtors who is required to file a Proof of Claim in accordance with the Bar Date Order, but fails to do so on or before the applicable deadline, shall not be permitted to vote to accept or reject any plan filed in these chapter 11 cases, or participate in any distribution in these chapter 11 cases on account of such claim, or to receive further notices regarding such claim.***

## 7. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules. If you rely on the Debtors' Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules.

289

As set forth above, if you agree with the priority and amount of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the specified Debtor, and if your claim is not described as "disputed," "contingent," or "unliquidated," in the Schedules, you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable deadline in accordance with the procedures set forth in this notice.

Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the Internet at https://ecf.txnb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov) or at the website established by KCC for these chapter 11 cases, which is posted on the internet at http://www.kccllc.net/chc. Please note that there is no charge to view the Schedules through the Debtors' website. Copies of the Debtors' Schedules may also be obtained by written request to KCC at the address and telephone number set forth below:

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245
1-866-967-0261
1-310-751-2661 (International)

In the event that the Debtors amend or supplement their Schedules to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the priority or secured status of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (x) the Bar Date and (y) **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days** after the date on which the Debtors serve notice of the amendment or supplement (the "**Supplemental Bar Date**").

**A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether the holder should file a Proof of Claim. KCC cannot offer legal advice or advise whether you should file a Proof of Claim.**

DATED: _____, 2016
DALLAS, TEXAS

BY ORDER OF THE COURT

290

**EXHIBIT 3**

**Publication Bar Date Notice**

291

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

| | | |
|---|---|---|
| ***In re:*** | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

## NOTICE OF DEADLINES FOR THE FILING OF PROOFS OF CLAIM

**THE GENERAL CLAIMS BAR DATE IS AUGUST 26, 2016 AT 4:00 P.M. PACIFIC TIME**

**THE GOVERNMENTAL CLAIMS BAR DATE IS NOVEMBER 1, 2016 AT 4:00 P.M. PACIFIC TIME**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**Deadlines for Filing Proofs of Claim**. On July __, 2016, the United States Bankruptcy Court for the Northern District of Texas (the "**Court**") entered an order [Docket No. __] (the "**Bar Date Order**") establishing certain deadlines for the filing of proofs of claim ("**Proofs of Claim**") against CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"):

| Name of Debtors | Other Names Used by the Debtors in the last 8 years | Taxpayer ID Numbers | Case Numbers |
|---|---|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. | 98-0587405 | 16-31854 |
| 6922767 Holding SARL | | 98-0598004 | 16-31855 |
| Capital Aviation Services B.V. | | 98-0592415 | 16-31856 |
| CHC Cayman ABL Borrower Ltd. | | 98-1245051 | 16-31857 |
| CHC Cayman ABL Holdings Ltd. | | 98-1244835 | 16-31858 |
| CHC Cayman Investments I Ltd. | | 98-0588558 | 16-31859 |
| CHC Den Helder B.V. | | 98-0592455 | 16-31860 |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. | 98-1197214 | 16-31862 |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. | 98-1196979 | 16-31870 |
| CHC Global Operations International ULC | CHC Global Operations International Inc. | 98-1198751 | 16-31879 |
| CHC Helicopter (1) S.à r.l. | | 98-1198914 | 16-31892 |
| CHC Helicopter (2) S.à r.l. | | 98-1199088 | 16-31895 |
| CHC Helicopter (3) S.à r.l. | | 98-1199297 | 16-31878 |
| CHC Helicopter (4) S.à r.l. | | 98-1199655 | 16-31882 |
| CHC Helicopter (5) S.à r.l. | | 98-1199897 | 16-31890 |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. | 98-0592402 | 16-31872 |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC; CHC Helicopter Corporation | 94-3440907 | 16-31875 |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. | 98-0596821 | 16-31863 |
| CHC Helicopters (Barbados) Limited | | 98-1197985 | 16-31865 |
| CHC Helicopters (Barbados) SRL | | No Tax I.D. Number | 16-31867 |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited | 98-0592198 | 16-31868 |

| | | | |
|---|---|---|---|
| CHC Holding NL B.V. | | 98-0596801 | 16-31874 |
| CHC Hoofddorp B.V. | | 98-0952413 | 16-31861 |
| CHC Leasing (Ireland) Limited | Justinvale Limited | 98-1198230 | 16-31864 |
| CHC Netherlands B.V. | | 98-0592409 | 16-31866 |
| CHC Norway Acquisition Co AS | | 98-0596777 | 16-31869 |
| Heli-One (Netherlands) B.V. | | 98-0592414 | 16-31871 |
| Heli-One (Norway) AS | | 98-0592437 | 16-31876 |
| Heli-One (U.S.) Inc. | | 84-1719617 | 16-31881 |
| Heli-One (UK) Limited | | 98-0592451 | 16-31888 |
| Heli-One Canada ULC | Heli-One Canada Inc.; 6976972 Canada Inc. | 98-1198735 | 16-31893 |
| Heli-One Holdings (UK) Limited | | 98-0596780 | 16-31894 |
| Heli-One Leasing (Norway) AS | | 98-0592441 | 16-31886 |
| Heli-One Leasing ULC | Heli-One Leasing Inc. | No Tax I.D. Number | 16-31891 |
| Heli-One USA Inc. | | 75-2303691 | 16-31853 |
| Heliworld Leasing Limited | | 98-0592464 | 16-31889 |
| Integra Leasing AS | | 98-0592439 | 16-31885 |
| Lloyd Bass Strait Helicopters Pty. Ltd. | | 98-05-92398 | 16-31883 |
| Lloyd Helicopter Services Limited | | 98-0596781 | 16-31873 |
| Lloyd Helicopter Services Pty. Ltd. | | 98-0592394 | 16-31877 |
| Lloyd Helicopters International Pty. Ltd. | | 98-0592400 | 16-31880 |
| Lloyd Helicopters Pty. Ltd. | | 98-0592393 | 16-31884 |
| Management Aviation Limited | | 98-0592135 | 16-31887 |

**The Bar Dates**. Pursuant to the Bar Date Order, **all** persons or entities, including individuals, partnerships, corporations, joint ventures, estates, and trusts (as defined in 11 U.S.C. § 101(27)), who have a claim or potential claim against any of the Debtors that arose or is deemed to have arisen prior to May 5, 2016 including any secured or priority claims, such as any claims entitled to administrative expense priority under 11 U.S.C.§ 503(b)(9), no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM** on or before **August 26, 2016 at 4:00 p.m. Pacific Time** (the "**Bar Date**"). **All** governmental units (as such term is defined in section 101(27) of the Bankruptcy Code) which have a claim or potential claim against any of the Debtors that arose or is deemed to have arisen prior to May 5, 2016, including any secured or priority claims, such as any claims entitled to administrative priority under 11 U.S.C. § 503(b)(9), no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM** on or before **November 1, 2016 at 4:00 p.m. Pacific Time** (the "**Governmental Bar Date**").

**Executory Contracts and Unexpired Leases**. If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the Bar Date, (ii) **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days** after the date on which an order is entered approving such rejection and (iii) any date that the Court may fix in the applicable order authorizing such rejection (the "**Rejection Bar Date**"). Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of May 5, 2016 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the Bar Date.

**Supplemental Bar Date**. In the event that the Debtors amend or supplement their schedules of assets and liabilities and statements of financial affairs filed in these cases (the "**Schedules**") to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the priority or secured status of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (x) the Bar Date and (y) **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days** after the date on which the Debtors serve notice of the amendment or supplement (the "**Supplemental Bar Date**").

**ANY PERSON OR ENTITY WHO FAILS TO FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE DEADLINE SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION. LATE FILED CLAIMS SHALL BE SUBJECT TO DISALLOWANCE UNDER SECTION 502(b)(9) OF THE BANKRUPTCY CODE.**

**Filing a Proof of Claim**. Each Proof of Claim must be filed, including supporting documentation, by U.S. Mail, overnight mail, or other hand delivery system, so as to be **actually received** by the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC ("**KCC**") on or before the Bar Date, Governmental Bar Date, Supplemental Bar Date or Rejection Bar Date, as applicable, at the following address:

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

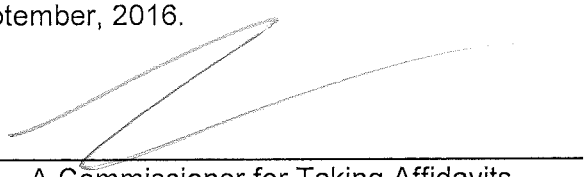
**Contents of Proofs of Claim**. Each Proof of Claim must: (i) be written in the English language; (ii) denominate the claim in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to Official Bankruptcy Form B410; (iv) specify the Debtor against which the Proof of Claim is filed; (v) specify the legal and factual bases for the alleged claim; (vi) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (vii) include supporting documentation (or, if such documentation is voluminous, include a summary of such documentation) or an explanation as to why such documentation is not available. **Please note** that if you are asserting a Proof of Claim against more than one debtor, separate Proofs of Claim must be filed against each such debtor and you must identify on your Proof of Claim the specific debtor against which your claim is asserted and the case number of that Debtor's bankruptcy case. A list of the names of the debtors and their case numbers is set forth above.

**Foreign Creditors**. If you are a creditor with a foreign mailing address, you may file a motion, prior to the Bar Date, asking the Court to extend the Bar Date. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

**Additional Information**. Copies of the Bar Date Order, Schedules, and other information regarding the Debtors' chapter 11 cases are available on the website established for these chapter 11 cases at: http://www.kccllc.net/chc. If you require additional information, you may contact KCC directly by (i) calling (866) 967-0261 and leaving a message, (ii) submitting an inquiry at http://www.kccllc.net/chc/inquiry or (iii) writing to CHC Group Claims Processing Center, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245. **Please note that KCC cannot offer legal advice or advise whether you should file a Proof of Claim.**

DATED: _____, 2016 BY ORDER OF THE COURT

This is **Exhibit "O"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
**BLAKE**, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

Docket #0878 Date Filed: 09/19/2016

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 295
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

**The following constitutes the ruling of the court and has the force and effect therein described.**

**Signed September 19, 2016**

Barbara J. Houser
**United States Bankruptcy Judge**

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER EXTENDING AND FIXING THE DEADLINE FOR FILING PROOFS OF CLAIM AND PROCEDURES RELATED THERETO FOR CERTAIN UNNOTICED CLAIMANTS PURSUANT TO SECTION 502(b)(9) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002 AND 3003(c)(3)**

Upon the Motion, dated August 22, 2016 (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to section 502(b)(9) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002 and 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2002-1(a) of the Local Bankruptcy Rules of the United

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**") extending and fixing the bar date for certain Unnoticed Claimants and approving proposed notice procedures, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Wynne Sewell LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, TX 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Committee**"), (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 HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent 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, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under

the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, and (xiv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Supplemental Bar Date shall be October 27, 2016 at 4:00 p.m. (Pacific Time) for the Unnoticed Claimants.

3. At least thirty (30) days prior to the Supplemental Bar Date, the Debtors shall cause to be mailed (i) the Supplemental Bar Date Notice annexed hereto as **Exhibit 1** and (ii) the Proof of Claim Form annexed hereto as **Exhibit 2** to the Unnoticed Claimants.

4. The Debtors shall cause a certificate of service to be filed evidencing the mailing of such notice upon the Unnoticed Claimants.

5. Unless otherwise provided herein, the procedures for filing Proofs of Claim authorized by paragraph 2 of the Original Bar Date Order shall apply to the Unnoticed Claimants.

6. Any Unnoticed Claimant who is required to file a Proof of Claim in accordance with the Original Bar Date Order, but fails to do so on or before the Supplemental Bar Date shall not be permitted to vote to accept or reject any plan filed in these chapter 11 cases, or participate in any distribution in these chapter 11 cases on account of such claim, or to receive further notices regarding such claim.

7. The Debtors and KCC are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

8. Notification of the relief granted by this Order as provided herein is fair and reasonable and will provide good, sufficient, and proper notice to all Unnoticed Claimants of their rights and obligations in connection with claims they may have against the Debtors in these chapter 11 cases.

9. Nothing in this Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules.

10. Entry of this Order is without prejudice to the Debtors' rights and defenses with respect to any Proof of Claim, including, among other things, the right to object to any Proof of Claim on any grounds; ***provided, however***, that, notwithstanding any provision in this Order, the Debtors shall not seek to disallow a Proof of Claim solely on the basis that such Proof of Claim was not (i) written in the English language or (ii) stated in the lawful currency of the United States.

11. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing the date by which holders of claims **not** subject to the Supplemental Bar Date established herein, must file such claims against the Debtors or be forever barred from so doing.

12. Nothing in this Order shall prejudice the right of creditors with a foreign address to file a motion, prior to the Supplemental Bar Date, asking this Court to extend the Supplemental Bar Date.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

300

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

*Attorneys for Debtors and Debtors in Possession*

**EXHIBIT 1**

**Supplemental Bar Date Notice**

302

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,** | : | **Case No. 16–31854 (BJH)** |
| **Debtors.** | : | **(Jointly Administered)** |

**NOTICE OF SUPPLEMENTAL DEADLINE**
**FOR FILING PROOFS OF CLAIM FOR CERTAIN CLAIMANTS**

TO ALL PERSONS AND ENTITIES WITH
CLAIMS AGAINST A DEBTOR SET FORTH BELOW:

| Name of Debtors | Other Names Used by the Debtors in the last 8 years | Taxpayer ID Numbers | Case Numbers |
|---|---|---|---|
| CHC Group Ltd. | FR Horizon Holding (Cayman) Inc. | 98-0587405 | 16-31854 |
| 6922767 Holding SARL | | 98-0598004 | 16-31855 |
| Capital Aviation Services B.V. | | 98-0592415 | 16-31856 |
| CHC Cayman ABL Borrower Ltd. | | 98-1245051 | 16-31857 |
| CHC Cayman ABL Holdings Ltd. | | 98-1244835 | 16-31858 |
| CHC Cayman Investments I Ltd. | | 98-0588558 | 16-31859 |
| CHC Den Helder B.V. | | 98-0592455 | 16-31860 |
| CHC Global Operations (2008) ULC | CHC Global Operations (2008) Inc. | 98-1197214 | 16-31862 |
| CHC Global Operations Canada (2008) ULC | CHC Global Operations Canada (2008) Inc. | 98-1196979 | 16-31870 |
| CHC Global Operations International ULC | CHC Global Operations International Inc. | 98-1198751 | 16-31879 |
| CHC Helicopter (1) S.à r.l. | | 98-1198914 | 16-31892 |
| CHC Helicopter (2) S.à r.l. | | 98-1199088 | 16-31895 |
| CHC Helicopter (3) S.à r.l. | | 98-1199297 | 16-31878 |
| CHC Helicopter (4) S.à r.l. | | 98-1199655 | 16-31882 |
| CHC Helicopter (5) S.à r.l. | | 98-1199897 | 16-31890 |
| CHC Helicopter Australia Pty Ltd | Lloyd Off-Shore Helicopters Pty. Ltd. | 98-0592402 | 16-31872 |
| CHC Helicopter Holding S.à r.l. | CHC Helicopter LLC; CHC Helicopter Corporation | 94-3440907 | 16-31875 |
| CHC Helicopter S.A. | CHC Helicopter S.à r.l. | 98-0596821 | 16-31863 |
| CHC Helicopters (Barbados) Limited | | 98-1197985 | 16-31865 |
| CHC Helicopters (Barbados) SRL | | No Tax I.D. | 16-31867 |
| CHC Holding (UK) Limited | Canadian Helicopters (UK) Limited | Number | 16-31868 |
| CHC Holding NL B.V. | | 98-0592198 | 16-31874 |
| CHC Hoofddorp B.V. | | 98-0596801 | 16-31861 |
| CHC Leasing (Ireland) Limited | Justinvale Limited | 98-0952413 | 16-31864 |
| CHC Netherlands B.V. | | 98-1198230 | 16-31866 |
| CHC Norway Acquisition Co AS | | 98-0592409 | 16-31869 |
| Heli-One (Netherlands) B.V. | | 98-0596777 | 16-31871 |
| Heli-One (Norway) AS | | 98-0592414 | 16-31876 |
| Heli-One (U.S.) Inc. | | 98-0592437 | 16-31881 |
| Heli-One (UK) Limited | | 84-1719617 | 16-31888 |
| Heli-One Canada ULC | Heli-One Canada Inc.; 6976972 Canada Inc. | 98-0592451 | 16-31893 |
| Heli-One Holdings (UK) Limited | | 98-1198735 | 16-31894 |
| Heli-One Leasing (Norway) AS | | 98-0596780 | 16-31886 |

| | | | |
|---|---|---|---|
| Heli-One Leasing ULC<br>Heli-One USA Inc.<br>Heliworld Leasing Limited<br>Integra Leasing AS<br>Lloyd Bass Strait Helicopters Pty. Ltd.<br>Lloyd Helicopter Services Limited<br>Lloyd Helicopter Services Pty. Ltd.<br>Lloyd Helicopters International Pty. Ltd.<br>Lloyd Helicopters Pty. Ltd.<br>Management Aviation Limited | Heli-One Leasing Inc. | 98-0592441<br>No Tax I.D.<br>Number<br>75-2303691<br>98-0592464<br>98-0592439<br>98-05-92398<br>98-0596781<br>98-0592394<br>98-0592400<br>98-0592393<br>98-0592135 | 16-31891<br>16-31853<br>16-31889<br>16-31885<br>16-31883<br>16-31873<br>16-31877<br>16-31880<br>16-31884<br>16-31887 |

**PLEASE TAKE NOTICE THAT,** on [__], 2016, the United States Bankruptcy Court for the Northern District of Texas (the "**Court**"), having jurisdiction over the chapter 11 cases of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") entered an order (the "**Supplemental Bar Date Order**") establishing: **October 27, 2016 at 4:00 p.m. (Pacific Time)** (the "**Supplemental Bar Date**") as the last date and time for certain parties to file a proof of claim ("**Proof of Claim**") based on a prepetition claim (as defined in section 101(5) of the Bankruptcy Code[1]), as described more fully below, against any of the Debtors.

The Supplemental Bar Date Order, the Supplemental Bar Date, and the procedures set forth below for the filing of Proofs of Claim apply to all claims by the recipients of this notice against the Debtors (other than those set forth below as being specifically excluded) that arose prior to **May 5, 2016**, the date on which the Debtors commenced their cases under chapter 11 of the Bankruptcy Code.

This Notice only applies to certain claimants as identified in **Exhibit B-1** of the *Motion of Debtors for Entry of an Order Extending and Fixing the Deadline for Filing Proofs of Claim and Procedure Related Thereto for Certain Unnoticed Claimants Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c)(3)* [Docket No. 771]. For all other claimants who received notice of the original bar date, proofs of claim must be filed by August 26, 2016 at 4:00 p.m. (Pacific Time).

**If you have any questions relating to this Notice, please feel free to contact Kurtzman Carson Consultants LLC ("KCC") at 1-866-967-0261 (International 1-310-751-2661) or by writing to CHC Claims Processing, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245.**

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

**CREDITORS WITH A FOREIGN ADDRESS. If you are a creditor receiving notice mailed to a foreign address, you may file a motion, prior to the Supplemental Bar Date, asking the Court to extend the Supplemental Bar Date. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.**

[1] The "**Bankruptcy Code**" is defined as chapter 11 of title 11 of the United States Code.

304

1. **WHO MUST FILE A PROOF OF CLAIM**

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors and to share in any distribution from the Debtors' estates if you have a claim that occurred prior to **May 5, 2016**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or omissions of the Debtors that arose before May 5, 2016 may give rise to claims against the Debtors that must be filed by the Supplemental Bar Date, notwithstanding that such claims may not have matured or become fixed, liquidated, or certain prior to May 5, 2016.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims, and 503(b)(9) Claims.

2. **WHO NEED <u>NOT</u> FILE A PROOF OF CLAIM**

a) Any person or entity whose claim is listed on the Debtors' schedules of assets and liabilities and statements of financial affairs filed in these cases (the "**Schedules**") and (i) whose claim is **<u>not</u>** described thereon as "disputed," "contingent," or "unliquidated," (ii) who does **<u>not</u>** dispute the amount or priority of the claim set forth in the Schedules, and (iii) who does **<u>not</u>** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

b) any person or entity whose claim has been paid in full, including but not limited to any claim of an employee of the Debtors for ordinary course wages or benefits to the extent already paid by the Debtors after the Petition Date pursuant to an order of the Court;

c) any person or entity that holds an interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; ***provided, however***, that interest holders that wish to assert claims (as opposed to ownership interests) against the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the Supplemental Bar Date, unless another exception identified herein applies;

d) any holder of a claim allowable under section 503(b) of the Bankruptcy Code as an administrative expense of the Debtors' chapter 11 cases, including any portion of a Rejection Damages Claim allowable as an administrative expense, **with the exception of 503(b)(9) Claims, which are subject to the Supplemental Bar Date**;

e) any person or entity that holds a claim that has been allowed by an order of the Court entered on or before the Supplemental Bar Date;

f) any holder of a claim for which a separate deadline is fixed by the Court;

g) any Debtor in these above-captioned cases having a claim against another Debtor in these above-captioned cases; ***provided, however***, for the avoidance of doubt, that any non-debtor affiliate (as defined in section 101(2) of the Bankruptcy Code having a claim against a Debtor in these above-captioned cases must file a Proof of Claim;

h) any holder of a claim who has already properly filed a Proof of Claim with the Clerk of the Court or KCC against any of the Debtors, using a claim form which substantially conforms to the Official Bankruptcy Form B410 ("**Official Form B410**"), with respect to such claim;

i) any person or entity whose claim is limited exclusively to repayment of principal, interest and other fees and expenses (a "**Debt Claim**") on or under the credit agreement or indenture governing the (i) Senior Secured Revolving Credit Facility (the "**Revolving Facility**"), (ii) 9.250% Senior Secured Notes Due 2020 (the "**Senior Secured Notes**"), (iii) Asset-based Revolving Credit Facility (the "**ABL Facility**"), and (iv) 9.375% Senior Unsecured Notes due 2021 (the "**Unsecured Notes**," and, together with the Revolving Facility, Senior Secured Notes, and ABL Facility, the "**Debt Instruments**"); ***provided, however***, that (i) any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument other than a Debt Claim will be required to file a Proof of Claim with respect to such claim on or before the Supplemental Bar Date, unless another exception identified herein applies and (ii) the agents and indenture trustees for the Revolving Facility, Senior Secured Notes, ABL Facility, and Unsecured Notes, as applicable, are authorized to file a single, master Proof of Claim with respect to any and all claims arising out of or relating to a Debt Instrument, including a Debt Claim;

j) any present or former employee of the Debtors whose employment is or was subject to the terms of a collective labor agreement (and, with respect to benefit claims, any spouse, surviving spouse or other beneficiary thereof) and any union representing such employees or former employees (the "**CLA Parties**") solely with respect to any prepetition claim based on the payment of wages, salaries, employee medical benefits, insurance benefits and other benefits authorized to be paid by order of the Court (the "**First Day Wage Claims**") under the first-day wage and benefit order approved by the Court on June 9, 2016 [Docket No. 289] (the "**Wages Order**"); ***provided, however***, that CLA Parties must file a Proof of Claim for any amounts owed based on events that occurred prior to the Petition Date and that are not otherwise already satisfied through the Wage Order. This includes, but is not limited to, any claims based on grievances, litigation, mediation or arbitration that arose on or prior to the Petition Date. Unions may submit a Proof of Claim itemizing such grievances on behalf of their respective members to the extent authorized to do so under applicable law. To the extent any actions are undertaken in this bankruptcy case that cause the CLA Parties to incur additional claims that did not otherwise exist as of the Petition Date, including but not limited to, any claims arising from the termination of employees or other modification of rights under sections 1113 or 1114 of the Bankruptcy Code, the Debtors shall establish a separate procedure for the submission of any such claims and provide notice of such procedure to the CLA Parties. In addition, if the Debtors have provided written notice to the CLA Parties and their respective unions that the Debtors do not intend to pay any First-Day Wage Claims, the CLA Parties shall have until the later of (i) the Supplemental Bar Date and (ii) 30 days from the date of the written notice, to submit a Proof of Claim. Nothing in this provision shall limit or preclude the Debtors from contesting an employee's or a CLA Party's Proof of Claim; or

k) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**") for any statutory fees owed by the Debtors.

**YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.**

**THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.**

## 3. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the Supplemental Bar Date by KCC at the following address:

306

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

Proofs of Claim will be deemed timely filed only if **actually received** by KCC on or before the Supplemental Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

4. **WHAT TO FILE**

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to Official Form B410; (iv) specify the Debtor against which the Proof of Claim is filed; (v) set forth with specificity the legal and factual bases for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE. ANY CLAIM FILED UNDER THE JOINT ADMINISTRATION CASE NUMBER (CHC GROUP LTD., CASE NO. 16-31854 (BJH)) OR THAT OTHERWISE FAILS TO IDENTIFY A DEBTOR SHALL BE DEEMED AS FILED ONLY AGAINST DEBTOR CHC GROUP LTD. IF AN ENTITY LISTS MORE THAN ONE DEBTOR ON ITS FORM(S), THE PROOF(S) OF CLAIM WILL BE TREATED AS FILED ONLY AGAINST THE FIRST LISTED DEBTOR.

Official Form B410 may be obtained at www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0 or http://www.kccllc.net/chc.

**YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.**

5. **CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE DEADLINE**

***Any holder of a claim against the Debtors who is required to file a Proof of Claim in accordance with the Supplemental Bar Date Order, but fails to do so on or before the applicable deadline, shall not be permitted to vote to accept or reject any plan filed in these chapter 11 cases, or participate in any distribution in these chapter 11 cases on account of such claim, or to receive further notices regarding such claim.***

6. **THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF**

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules. If you rely on the Debtors' Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules.

307

As set forth above, if you agree with the priority and amount of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the specified Debtor, and if your claim is not described as "disputed," "contingent," or "unliquidated," in the Schedules, you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable deadline in accordance with the procedures set forth in this notice.

Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the Internet at https://ecf.txnb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov) or at the website established by KCC for these chapter 11 cases, which is posted on the internet at http://www.kccllc.net/chc. Please note that there is no charge to view the Schedules through the Debtors' website. Copies of the Debtors' Schedules may also be obtained by written request to KCC at the address and telephone number set forth below:

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245
1-866-967-0261
1-310-751-2661 (International)

In the event that the Debtors amend or supplement their Schedules to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the priority or secured status of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (x) the Supplemental Bar Date and (y) **4:00 p.m. (Pacific Time)** on the date that is **thirty (30) days** after the date on which the Debtors serve notice of the amendment or supplement.

**A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether the holder should file a Proof of Claim. KCC cannot offer legal advice or advise whether you should file a Proof of Claim.**

DATED: _____, 2016
DALLAS, TEXAS

BY ORDER OF THE COURT

308

**EXHIBIT 2**

**Proof of Claim Form**

United States Bankruptcy Court for the Northern District of Texas 309

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- ☐ CHC Group Ltd. (Case No. 16-31854)
- ☐ 6922767 Holding SARL (Case No. 16-31855)
- ☐ Capital Aviation Services B.V. (Case No. 16-31856)
- ☐ CHC Cayman ABL Borrower Ltd. (Case No. 16-31857)
- ☐ CHC Cayman ABL Holdings Ltd. (Case No. 16-31858)
- ☐ CHC Cayman Investments I Ltd. (Case No. 16-31859)
- ☐ CHC Den Helder B.V. (Case No. 16-31860)
- ☐ CHC Global Operations (2008) ULC (Case No. 16-31862)
- ☐ CHC Global Operations Canada (2008) ULC (Case No. 16-31870)
- ☐ CHC Global Operations International ULC (Case No. 16-31879)
- ☐ CHC Helicopter (1) S.À R.L. (Case No. 16-31892)
- ☐ CHC Helicopter (2) S.À R.L. (Case No. 16-31895)
- ☐ CHC Helicopter (3) S.À R.L. (Case No. 16-31878)
- ☐ CHC Helicopter (4) S.À R.L. (Case No. 16-31882)
- ☐ CHC Helicopter (5) S.À R.L. (Case No. 16-31890)
- ☐ CHC Helicopter Australia Pty. Ltd. (Case No. 16-31872)
- ☐ CHC Helicopter Holding S.À R.L. (Case No. 16-31875)
- ☐ CHC Helicopter S.A. (Case No. 16-31863)
- ☐ CHC Helicopters (Barbados) Limited (Case No. 16-31865)
- ☐ CHC Helicopters (Barbados) SRL (Case No. 16-31867)
- ☐ CHC Holding (UK) Limited (Case No. 16-31868)
- ☐ CHC Holding NL B.V. (Case No. 16-31874)
- ☐ CHC Hoofddorp B.V. (Case No. 16-31861)
- ☐ CHC Leasing (Ireland) Limited (Case No. 16-31864)
- ☐ CHC Netherlands B.V. (Case No. 16-31866)
- ☐ CHC Norway Acquisition Co AS (Case No. 16-31869)
- ☐ Heli-One (Netherlands) B.V. (Case No. 16-31871)
- ☐ Heli-One (Norway) AS (Case No. 16-31876)
- ☐ Heli-One (U.S.) Inc. (Case No. 16-31881)
- ☐ Heli-One (UK) Limited (Case No. 16-31888)
- ☐ Heli-One Canada ULC (Case No. 16-31893)
- ☐ Heli-One Holdings (UK) Limited (Case No. 16-31894)
- ☐ Heli-One Leasing (Norway) AS (Case No. 16-31886)
- ☐ Heli-One Leasing ULC (Case No. 16-31891)
- ☐ Heli-One USA Inc. (Case No. 16-31853)
- ☐ Heliworld Leasing Limited (Case No. 16-31889)
- ☐ Integra Leasing AS (Case No. 16-31885)
- ☐ Lloyd Bass Strait Helicopters Pty. Ltd. (Case No. 16-31883)
- ☐ Lloyd Helicopter Services Limited (Case No. 16-31873)
- ☐ Lloyd Helicopter Services Pty. Ltd. (Case No. 16-31877)
- ☐ Lloyd Helicopters International Pty. Ltd. (Case No. 16-31880)
- ☐ Lloyd Helicopters Pty. Ltd. (Case No. 16-31884)
- ☐ Management Aviation Limited (Case No. 16-31887)

# Official Form 410
# Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☐ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   **Where should notices to the creditor be sent?**
   Name
   Number Street
   City State ZIP Code
   Country
   Contact phone
   Contact email

   **Where should payments to the creditor be sent?** (if different)
   Name
   Number Street
   City State ZIP Code
   Country
   Contact phone
   Contact email

4. **Does this claim amend one already filed?**
   ☐ No
   ☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for**
   ☐ No
   ☐ Yes. Who made the earlier filing?

this claim?

310

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ _____. **Does this amount include interest or other charges?**
   - ☐ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   _____

9. **Is all or part of the claim secured?**
   - ☐ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature of property:**
   - ☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☐ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

311

**Amount entitled to priority**

☐ No

☐ Yes. *Check all that apply:*

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____

☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____

☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date _____
MM / DD / YYYY

_____
Signature

**Print the name of the person who is completing and signing this claim:**

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code Country

Contact phone _____ Email _____

312

Official Form 410

# Instructions for Proof of Claim

United States Bankruptcy Court 04/16

**These instructions and definitions generally explain the law. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.**

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.**

18 U.S.C. §§ 152, 157 and 3571

## How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

**PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:**
CHC Group Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State).* See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at http://www.kccllc.net/chc.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate. 11 U.S.C. § 503

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Do not file these instructions with your form.**

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

313

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Uniform claim identifier:** An optional 24-character identifier that some creditors use to facilitate electronic payment.

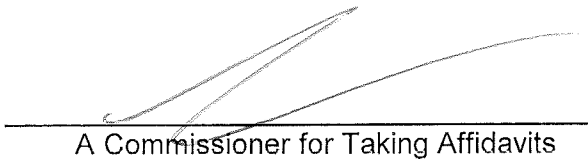
**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

**Creditors with a foreign address:** If you are a creditor receiving notice mailed to a foreign address, you may file a motion, prior to the deadline to file a proof of claim, requesting the bankruptcy court to extend such deadline. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

## Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

This is **Exhibit "P"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.



A Commissioner for Taking Affidavits
for British Columbia

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315

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*Proposed Attorneys for Debtors and Debtors in Possession*

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

| | | |
|---|---|---|
| *In re:* | : | **Chapter 11** |
| **CHC GROUP LTD. *et al.*,**[1] | : | **Case No. 16–_____ ( )** |
| **Debtors.** | : | **(Joint Administration Requested)** |

**MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (D) HONOR CERTAIN PREPETITION OBLIGATIONS RELATING TO THE USE OF THE CASH MANAGEMENT SYSTEM, AND (II) GRANTING EXTENSION OF TIME TO COMPLY WITH, AND PARTIAL WAIVER OF, REQUIREMENTS OF SECTION345(b) OF THE BANKRUPTCY CODE PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

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**"), respectfully represent:

[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**.

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316

## PRELIMINARY STATEMENT[2]

1. As described in more detail in the Del Genio Declaration filed concurrently herewith, CHC operates as a global integrated business enterprise managed from its Irving, Texas corporate headquarters. Management and control of substantially all aspects of business operations are directed from CHC's Irving, Texas office, with assistance from its Vancouver office, including, but not limited to, accounting, business development, contracts, procurement, finance, forecasting, human resources and employee benefits, risk management, property services, marketing, leasing, tax, treasury, utilities, and other similar services. Only the most basic operational needs are addressed at a local level in the jurisdictions where CHC operates.

2. As with its centralized management function, CHC utilizes a centralized Cash Management System. CHC historically has managed all of its accounting and treasury functions at the headquarters level; however, it recently formalized the centralization of its cash management processes in response to the discontinuance of its cash pooling agreements with two of the Banks. This centralized system reduces costs associated with cash management, including expenses related to maintenance of bank accounts, personnel, bookkeeping, and treasury, among other things. Further, the efficiencies of having one centralized paying system also alleviates cash flow concerns by providing regular access to capital for CHC's local operating entities. The centralized Cash Management System has the added advantage of allowing CHC to separate the various functions in its business (*e.g.*, helicopter flight operations, helicopter maintenance, leasing, administration, crew employment) in an efficient, cost effective manner that allows it the

[2] Capitalized terms used, but not otherwise defined, in this Preliminary Statement shall have the meanings ascribed to them elsewhere in the Motion.

flexibility to respond dynamically to the global market for helicopter services, while still maintaining control over the company's liquidity.

3. CHC's Cash Management System constitutes an ordinary course, essential business practice providing significant benefits to the Debtors. Any disruption of the Cash Management System likely would have a severe and adverse impact upon the day-to-day business operations of the Debtors and the Non-Debtor Affiliates, thus impairing the Debtors' reorganization efforts. Accordingly, for the reasons stated in more detail below, the Debtors are requesting the entry of interim and final orders allowing them to continue their Cash Management System in the ordinary course.

## Relief Requested

4. Pursuant to sections 105(a), 345(b), 363(c), 364(a), and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors request: (i) authorization to (a) continue their existing cash management system (the "**Cash Management System**"), (b) continue certain Intercompany Transactions (as defined below), including Intercompany Netting (as defined below), and afford Intercompany Transactions with Debtor entities administrative expense priority, (c) maintain existing bank accounts (collectively, the "**Bank Accounts**") located at various banks (collectively, the "**Banks**") and existing business forms, and (d) honor certain prepetition obligations relating to the use of the Cash Management System; and (ii) an extension of time to comply with, and partial waiver of, the requirements of section 345(b) of the Bankruptcy Code.

5. A proposed form of order approving the relief requested herein on an interim basis is annexed hereto as **Exhibit B** (the "**Interim Order**") and, pending a final hearing on the Motion (the "**Final Hearing**"), on a final basis as **Exhibit C** (the "**Final Order**").

## Jurisdiction and Venue

6. 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

7. On the date hereof (the "**Petition Date**"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. 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.

8. Contemporaneously herewith, the Debtors filed a motion seeking joint administration of their chapter 11 cases.

## The Debtors' Businesses

9. The Debtors, together with their non-debtor affiliates (such non-debtor affiliates, collectively, "**Non-Debtor Affiliates**" and the Debtors and 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, which services CHC's helicopter fleet 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.

10. 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.

**The Cash Management System**

11. CHC uses a centralized cash management system to collect and transfer the funds generated by both the Debtors and Non-Debtor Affiliates and disburse those funds to satisfy the obligations incurred in the course of operating CHC's businesses. Carefully managed and maintained by CHC's treasury personnel, all collections, transfers and disbursements of cash are accurately tracked and reported as they are made. CHC adopted its centralized cash management system shortly before the Petition Date in response to the discontinuance of cash pooling agreements with two of the Banks.

12. The Cash Management System facilitates cash monitoring, forecasting, and reporting and enables CHC to maintain control over the administration of the Bank Accounts located at the Banks, including, but not limited to, the Debtor bank accounts listed on **Exhibit D** annexed hereto. The Debtors maintain 230 bank accounts comprised mainly of operating/disbursement accounts as well as a small number of specialized restricted accounts established for particular projects or business purposes.[3] As described in further detail below, the components of the Cash Management System are organized around three principal cash

[3] The specialized restricted accounts are used for purposes such as securing work visas for certain of the Debtors' employees in Kazakhstan, cash collateralizing letters of credit, paying certain payroll taxes in Norway, and providing security deposits to certain lessors in the ordinary course of business.

functions: collection, concentration, and disbursement. **Exhibit E** attached hereto illustrates the movement of cash and flow of funds through the Cash Management System. In addition, the Debtors also use certain additional payment methods in conjunction with the Cash Management System, including: (i) a global corporate credit card program with American Express (the "**Corporate Credit Card Program**"); (ii) a pre-loaded debit card program managed by Berkeley Payment Solutions (the "**Pre-Loaded Debit Card Program**"); and (iii) petty cash.

13. Both the Debtors and the Non-Debtor Affiliates utilize CHC's centralized Cash Management System, under which CHC Cayman Investments I, Ltd. ("**Cayman Investments I**") serves as the "central banker" entity. Individual CHC entities, whether Debtors or Non-Debtor Affiliates, do not have their own cash management system and must rely on the Cash Management System in the course of their day-to-day business operations. This system for cash management provides a seamless accounting function across and among all CHC entities in a single location, reducing banking expenses, permitting prompt and accurate liquidity tracking, and allowing simple and accurate intercompany allocations and transfers. To lessen the disruption caused by these chapter 11 cases, minimize expense, and maximize the value of their estates, it is vital that the Debtors maintain their existing system of managing cash under the Cash Management System.

**A. Cash Collection**

14. CHC's revenue is primarily generated through its operating subsidiaries. CHC's Debtor and non-debtor operating subsidiaries receive and collect revenue on account of: (i) helicopter flight operations carried out by CHC's heli-service subsidiaries (the "**Heli-Service Subsidiaries**"); (ii) helicopter maintenance, repair, and overhaul operations carried out by its Heli-One division (the "**Heli-One Subsidiaries**"), which services CHC's helicopter fleet as well as third-party customers; (iii) the provision of helicopter leases with varying levels of associated

service and staffing to third-party customers (the "**Strategic Partnerships**"); and (iv) ownership interests in joint ventures (the "**JVs**" and, collectively with the Heli-Service Subsidiaries, Heli-One Subsidiaries, and Strategic Partnerships, the "**Revenue Generating Entities**").

**B. Concentration**

15. The majority of cash received by the Revenue Generating Entities is ultimately collected in one of six main operating accounts (the "**Main Operating Accounts**") held by Cayman Investments I at Bank of America, National Association ("**Bank of America**"). CHC's global reach requires it to hold separate operating accounts denominated in U.S. Dollars, Canadian Dollars, British Pounds Sterling, Norwegian Krone, Australian Dollars, and Euros.

16. Cash collected by the Revenue Generating Entities is first used by those entities to pay for certain local costs and expenses (*e.g.*, local payroll, taxes, and other third-party direct costs and expenses). After any local minimum capital requirements are taken into account, the Revenue Generating Entities then upstream excess cash to the Main Operating Accounts. When a Revenue Generating Entity transfers such funds, Cayman Investments I books an account payable in the relevant Revenue Generating Entity's name on account of that transfer.

**C. Disbursements**

17. CHC makes most of its disbursements from the Main Operating Accounts. CHC's disbursements relate primarily to (i) payroll and employee expenses,[4] (ii) debt service, (iii) helicopter lease payments, (iv) operating expenses, and (v) taxes.

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[4] Payroll and other employee expenses for both the Debtors and their Non-Debtor Affiliates are made from the various disbursement accounts noted herein. Such expenditures are described in more detail in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain (A) Employee Obligations and (B) Independent Contractor Obligations, (II) Modifying the Automatic Stay, and (III) Directing Financial Institutions to Honor and Process Checks and Transfers Related to Such Obligations Pursuant to Sections 105(a), 363(a), and 507(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004* filed concurrently herewith.

18. To support the operations of the Revenue Generating Entities, CHC has numerous Debtor and Non-Debtor Affiliate captive service companies (the "**Service Companies**") that provide management, personnel, corporate services, equipment, maintenance, and other forms of support to the Revenue Generating Entities. These Service Companies include, but are not limited to: (i) leasing entities, which lease helicopters directly from third-party lessors and then sublease those aircraft to the Revenue Generating Entities; (ii) Heli-One Subsidiaries, which provide maintenance, repair, and overhaul services to the Revenue Generating Entities (in addition to third party customers); (iii) CHC Helicopters (Barbados) Limited and CHC Hoofddorp BV ("**Hoofddorp**"), which license CHC's intellectual property to the Revenue Generating Entities; (iv) management and corporate service entities, which provide general and administrative support to the Revenue Generating Entities; and (v) employment entities, which provide crew and maintenance staff to the Revenue Generating Entities. Periodically, the Service Companies issue intercompany invoices (the "**Intercompany Invoices**") to the Revenue Generating Entities on account of the support and services they have provided. The Intercompany Invoices are booked as accounts receivable at the relevant Service Companies and as accounts payable at the relevant Revenue Generating Entities. These Intercompany Invoices are satisfied via an intercompany netting arrangement, as described below.

19. Cayman Investments I disburses funds on behalf of the Service Companies, and in some instances, certain Revenue Generating Entities, on account of amounts payable to third parties by wire transfer. Where accounts payable must be paid directly by the relevant Service Company or Revenue Generating Entity and that entity does not have sufficient cash to meet those obligations, Cayman Investments I funds a disbursement account at the

relevant entity by way of an Intercompany Transaction (as defined below). In certain situations, a Service Company or Revenue Generating Entity may pay its own third-party expenses if that entity has sufficient cash in the correct currency, and CHC's treasury team determines that making such payment directly, rather than via Cayman Investments I, is more efficient.

20. Cayman Investments I also provides an important foreign currency management function for the CHC businesses. When a Service Company or Revenue Generating Entity has sufficient cash to satisfy a local creditor, but that cash is in the wrong currency, that Service Company or Revenue Generating Entity can swap currencies against the Main Operating Accounts. For example, if an entity's contract revenues were collected in Euros, but the entity needs to pay an invoice in U.S. dollars, that entity can trade Cayman Investments I Euros for U.S. dollars. Such swaps are priced at a market rate set automatically by CHC's accounting system at the end of every month. Cayman Investments I does not profit from such swaps, and CHC does not use these transactions to hedge against fluctuations in currency prices.

21. Every CHC entity is party to that certain Cash Management and Cash Pooling Agreement (Cayman Down), effective April 29, 2016 and that certain Cash Management and Cash Pooling Agreement (Cayman Up), effective April 29, 2016 (together, the "**Intercompany Netting Agreement**").[5] Pursuant to the Intercompany Netting Agreement, CHC periodically nets the Intercompany Claims (as defined below) owing between the Revenue Generating Entities, the Service Companies, and Cayman Investments I ("**Intercompany Netting**"). The Intercompany Netting offsets amounts owing between Revenue Generating

[5] Lloyd Helicopter Services Pty Ltd., Lloyd Helicopters Pty Ltd., CHC Helicopter Australia Pty Ltd., Lloyd Bass Strait Helicopters Pty Ltd., and Lloyd Helicopters International Pty Ltd. (collectively, the "**Australian Entities**") and Cayman Investments I are also party to that certain Side Deed to the Cash Management and Cash Pooling Agreements, effective May 4, 2016 (the "**Australian Side Deed**"). Pursuant to the Australian Side Deed, any transfer of cash or other assets out of an Australian Entity is subject to certain review and approval rights of the board of directors of that Australian Entity.

Entities and Services Companies on account of the Intercompany Invoices against Intercompany Claims to/from Cayman Investments I, and converts them into a single Intercompany Claim owed to or by Cayman Investments I (the "**Intercompany Balances**"). The Intercompany Balances are generated by having entities that are party to the Intercompany Netting Agreement periodically assign Intercompany Claims they hold to Cayman Investments I. The assignment is made in exchange for a receivable of equal face amount from Cayman Investments I. Cayman Investments I is then able to offset its accounts receivable from, and accounts payable to, each entity in the Cash Management System. The Intercompany Balances are carefully recorded, and track the extent to which individual CHC legal entities contribute to, or are dependent upon, the overall CHC enterprise.

22. Transfers between CHC entities (including by electronic book entry, the "**Intercompany Transactions**," and each intercompany receivable and payable generated pursuant to an Intercompany Transaction, an "**Intercompany Claim**") are generally recorded in CHC's intercompany books and records automatically by CHC's accounting system. Disbursements, including wires, certain automated clearing house ("**ACH**") and electronic funds transfer ("**EFT**") payments, certain accounts payable checks, and certain checks to governmental entities are issued by CHC Cayman Investments I and then allocated to the appropriate CHC entity through Intercompany Transactions.

23. CHC also benefits from the use of a cross-currency cash pool with Nordea Bank Norge ASA (the "**Nordea Pool**"). The Nordea Pool aggregates balances in Bank Accounts held by several Debtors and Non-Debtor Affiliates,[6] and permits CHC to carry negative balances

[6] Debtor participants in the Nordea Pool are CHC Norway Acquisition Co AS, Heli-One (Norway) AS, Heli-One (UK) Ltd., Heli-One Leasing (Norway) AS, and Integra Leasing AS. CHC Helikopter Services AS, a non-Debtor, is also a participant in the Nordea Pool. The currencies covered by the Nordea Pool include Norwegian Krone, U.S. Dollars, Canadian Dollars, British Pounds Sterling, and Euros.

in certain accounts so long as the overall balance in the pool remains positive. This arrangement affords CHC a degree of flexibility in certain situations where it collects revenue in one currency, but must then disburse funds in another currency. Funds from the Nordea Pool are routed through the Main Operating Accounts for cross-entity transfers.

**D. Additional Payment Methods**

24. As noted above, CHC utilizes certain additional cash management tools in support of the ordinary course operation of its businesses, including the Corporate Credit Card Program, the Pre-Loaded Debit Card Program, and the use of petty cash.

25. The Corporate Credit Card Program is used in the ordinary course of business by CHC as a convenient way to allow employees to make purchases for the business where a wire, check, ACH, or EFT payment is not possible or otherwise inconvenient. In addition, CHC's procurement group uses specialized purchasing cards to purchase various supplies, consumables, and off-the-shelf parts. The Corporate Credit Card Program consists of 237 corporate American Express cards and five American Express purchasing cards. The 237 corporate cards consist of 17 Platinum Cards, which are held by certain CHC executives and senior managers, and 220 Green Cards, which are held by key CHC employees in different jurisdictions across the globe. The Corporate Credit Card Program features a number of safety and security measures designed to prevent fraud or misuse. For example, CHC's American Express cards have controlled merchant codes, which prevent cardholders from using their cards for certain categories of inappropriate expenses. In addition, CHC regularly receives a global credit card billing statement from American Express, confirms that the charges are attributable to CHC business expenses or appropriate employee expense reimbursements, and then remits payment to American Express. After reviewing its monthly statement, CHC has the ability to flag inappropriate charges. When an inappropriate charge is flagged, American Express seeks

reimbursement from the cardholder directly rather than CHC. CHC employees who hold CHC American Express Cards are required to submit expense reports, and must support those reports with receipts for all charges greater than $25. CHC's average monthly expenses associated with the Corporate Credit Card Program are approximately $350,000. In the weeks leading up the Petition Date, CHC began paying and prepaying American Express on a weekly basis. Consequently, the Debtors do not believe that American Express holds any prepetition claims against the Debtors, and are only seeking to continue using the Corporate Credit Card Program in the ordinary course of business.

26. The Pre-Loaded Debit Card Program consists of approximately 100 pre-loaded Visa debit cards (the "**Berkeley Cards**") managed by Berkeley Payment Solutions ("**Berkeley**") and governed by that certain Master Prepaid Card Services Agreement, dated May 21, 2014, between Berkeley and Heli-One Canada Inc. ("**Heli-One Canada**").[7] The Pre-Loaded Debit Card Program is managed by CHC's treasury group, and provides a convenient way for CHC employees across the globe, including base managers and pilots, to make relatively small, one-off purchases. The cost of the Pre-Loaded Debit Card Program varies based on use, and Berkeley invoices Heli-One Canada Inc. for the Pre-Loaded Debit Card Program on a monthly basis. The average cost of the Pre-Loaded Debit Card Program prior to the Petition Date was $1,500 per month. The CHC treasury group has the ability to easily fund or de-fund the Berkeley Cards as the need arises, and new cards can be issued easily. The Berkeley cards are particularly useful for CHC employees performing ferry flights to move helicopters from one jurisdiction to another. During ferry flights, CHC pilots can use a Berkeley Card to pay for travel costs, fuel, and incidentals as they fly the helicopter from one jurisdiction to another – trips

[7] Heli-One Canada ULC was formerly known as Heli-One Canada Inc. Heli-One Canada Inc. was continued as a British Columbia Unlimited Liability Company in the fall of 2014.

that often require more than one stop. The Berkeley cards are held by employees of the Debtors as well as employees of the Non-Debtor Affiliates. To fund the Pre-Loaded Debit Card Program, CHC's treasury group causes Heli-One Canada ULC to fund an escrow account at the Royal Bank of Canada ("**RBC**") in the name of RBC Prepaid Card Program. CHC's contributions to the account are tracked by Berkeley, and only CHC has the ability to direct the use of the funds that it contributes to the RBC escrow account. To fund a particular debit card, the CHC treasury group provides instructions to Berkeley, which funds the particular card from the RBC escrow account. As of the Petition Date, CHC has approximately $65,000 in the RBC escrow account, and approximately $115,000 distributed across the issued and outstanding Berkeley Cards. Any CHC entity that requests a funded Berkeley Card immediately reimburses Heli-One Canada for any amounts loaded onto a Berkeley card on its behalf. Consequently, the funds in the RBC escrow account and loaded onto the Berkeley cards are attributable not only to Heli-One Canada, but also to a number of Debtors and Non-Debtor Affiliates. Prior to the Petition Date, the Debtors prepaid Berkeley. Consequently, because of that prepayment and because the Berkeley cards are pre-funded, the Debtors do not believe that Berkeley holds any prepetition claim against the Debtors. CHC will instruct its employees that the Berkeley Cards are not to be used to satisfy prepetition obligations, and are only seeking to continue using the Pre-Loaded Debit Card Program in the ordinary course of business.

27. In addition to the Corporate Credit Card Program and the Pre-Loaded Debit Card Program, the Debtors also use petty cash managed by CHC employees at CHC's bases around the world to satisfy certain *de minimis* obligations. CHC will instruct its employees that petty cash is not to be used to satisfy prepetition obligations, and the Debtors propose to continue using petty cash on hand in the ordinary course of business.

**E. Mozambique Cash**

28. Until recently, CHC Global Operations Canada (2008) ULC ("**GO Canada**") carried out helicopter flight operations in the Republic of Mozambique ("**Mozambique**") using a local branch established in Mozambique ("**CHC Mozambique**"). As part of its ordinary course cash management procedures for repatriating revenue earned in Mozambique, CHC Mozambique makes intercompany transfers to Hoofddorp on account of both intellectual property royalty charges and general and administrative expenses. As of the Petition Date, approximately $1,300,000 of intercompany invoices issued by Hoofddorp to CHC Mozambique are due and outstanding, and such amount currently is deposited in a Bank Account controlled by CHC Mozambique (the "**Mozambique Funds**"). Under applicable law in Mozambique, payment of the intercompany obligation owed by CHC Mozambique to Hoofddorp is the only way to repatriate that cash, and to accomplish this GO Canada was required to register the relevant intercompany service agreements with the government of Mozambique when it established CHC Mozambique. To effectuate the transfer of funds, CHC Mozambique must obtain a certification from the government that it has paid all local taxes, including applicable withholding taxes, and then it presents that tax certification, along with a copy of the registered intercompany invoice, to Standard Bank in Mozambique. Once Standard Bank has verified that all of the paperwork is in order, it will permit CHC Mozambique to wire the Mozambique Funds to Hoofddorp. Any remaining cash related to the retained branch profits of CHC Mozambique will be repatriated once audited financial statements are issued and final tax returns are prepared in due course. By this Motion, the Debtors are seeking authority, on a final basis only, to permit CHC Mozambique to satisfy its prepetition obligations to Hoofddorp, as the exclusive means to repatriate cash currently held by CHC Mozambique that would otherwise be unavailable to the overall CHC enterprise.

## Basis for Relief Requested

### A. Continuation of the Debtors' Centralized Cash Management System is in the Best Interests of the Debtors, Their Estates, and All Parties in Interest

29. The Debtors' Cash Management System constitutes an ordinary course, essential business practice providing significant benefits to the Debtors, including the ability to: (i) control corporate funds; (ii) ensure the availability of funds when necessary; (iii) manage cross-currency transactions; and (iii) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account balance information. Any disruption of the Cash Management System could have a severe and adverse impact upon the Debtors' reorganization efforts and, as noted above, on the day-to-day business operations of the Debtors and Non-Debtor Affiliates.

30. The relief sought by the Debtors is contemplated by the Bankruptcy Code. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) of the Bankruptcy Code is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) ("Section 363 is designed to strike [a] balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate's assets.") (internal quotation omitted); *In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (stating that a cash management system allows a debtor "to administer more efficiently and effectively its operations and assets"); *Charter Co. v. Prudential Ins. Co. of Am. (In re Charter Co.)*, 778 F.2d 617, 621 (11th Cir. 1985) (holding a debtor's continued use of its existing cash management system is consistent with section

363(c)(1)). Included within the purview of section 363(c) is a debtor's ability to continue the "routine transactions" necessitated by a debtor's cash management system. *Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). Accordingly, the Debtors seek authority pursuant to section 363(c)(1) of the Bankruptcy Code to continue the collection, concentration, and disbursement, including intercompany transfers, of cash pursuant to their Cash Management System described above.

31. The Bankruptcy Code also allows a debtor in possession to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and hearing. 11 U.S.C. § 364(a); *see, e.g., In re Amdura Corp.*, 75 F.3d at 1453 (10th Cir. 1996) ("The freedom to continue operation includes the freedom to obtain unsecured credit and to incur unsecured debt in the ordinary course of business"). The Debtors, therefore, seek authorization, to the extent necessary, to obtain unsecured credit and incur unsecured debt in the ordinary operation of their Cash Management System.

32. In addition, the Court may exercise its equitable powers to grant the relief requested herein. Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Continuing the Cash Management System is vital to continued operation of CHC's business and the efficient and economic administration of these chapter 11 cases. Therefore, it is within the Court's power under sections 363 and 105(a) to approve the continued use of the Cash Management System.

33. To maintain their worldwide presence and seamless continuation of helicopter and maintenance, repair, and overhaul services, CHC's operations require that the existing Cash Management System continue during the pendency of these chapter 11 cases. As a

practical matter, because of CHC's corporate and financial structure, which includes 81 entities operating in every continent except Antarctica – it would be extremely difficult and expensive to establish and maintain a separate cash management system for each Debtor and Non-Debtor Affiliate. As discussed above, CHC's existing Cash Management System efficiently collects, disburses, and tracks the movement of funds through CHC's existing Bank Accounts. Maintaining this system is essential to CHC's operations and will allow all parties in interest, including the Office of the U.S. Trustee for the Northern District of Texas (the "**U.S. Trustee**"), to monitor the Debtors' use of cash to ensure compliance with this Court's orders and the provision of the Bankruptcy Code.

34. Continued use of the Cash Management System is also essential to ensure continued access to revenue generated by operations, which originates at the Revenue Generating Entities but is attributable to services provided by numerous CHC affiliates, for the benefit of the CHC enterprise as a whole. As described in more detail below, the Debtors are also requesting authority to allow Cayman Investments I to continue funding, making payments on behalf of, and borrowing from, both the Debtor and Non-Debtor Affiliate participants in the Cash Management System in the ordinary course of business pursuant to the terms of the Intercompany Netting Agreement. In addition, the Debtors are requesting authority to allow the rest of the Debtors to continue making intercompany transfers to, and borrowing from, Cayman Investments I. Recognizing the need to protect each Debtors' respective creditors, the Debtors are requesting that the Court grant all postpetition Intercompany Claims against Debtor entities, including Cayman Investments I, administrative expense priority.

35. The Debtors have a responsibility to maximize the value of their assets, for the benefit of creditors and other stakeholders. Accomplishing this requires, among other

things, maintaining the ability to support and fund the operations of the Debtors and the Non-Debtor Affiliates where (and only where) the Debtors, in the exercise of their business judgment, determine that doing so preserves value for the benefit of the estates and the Debtors' creditors. If CHC Cayman Investments I were to stop making transfers to the entities throughout the CHC enterprise that rely on its funding from time to time, a group that includes both Debtors and certain Non-Debtor Affiliates, it would have an immediate and significant adverse effect on both the Debtors and the CHC enterprise as a whole. Not only would this diminish the value of the Debtors' estates through a reduction in the value of the Debtors' interest in such affiliates, but also it would have an immediate and potentially irreparable impact on the operations of the Debtors themselves. For example, failure to provide funding to the Service Companies, which serve critical roles in the Debtors' businesses, would cause such entities to cease providing intercompany services, forcing many of the Debtors' operations to grind to a halt. The relationship is one of mutual dependency. In addition, if postpetition funding needs are not honored, CHC affiliates would be forced to institute their own, separate and new cash management structures in order to continue operating on a go-forward basis. Such a project, instituted on an emergency basis, would be time consuming and costly, and would preclude the Debtors and the Non-Debtor Affiliates from accessing the efficiencies and cost benefits that a centralized cash management system allows them to achieve.

36. Certain Debtors and Non-Debtor Affiliates within the CHC enterprise are net users of cash. Continuing to fund such entities pursuant to the Cash Management System, to the extent the Debtors determine it is appropriate, represents a sound exercise of business judgment, and this Court should approve the ordinary course support of those entities implicit in the Cash Management System. Certain entities are net users of cash because CHC has

compartmentalized its business functions for efficiency and to allow CHC to scale its operations across the globe. Because of this compartmentalization, revenue generation is typically isolated from the enterprise's cost centers (*e.g.*, the Service Companies). As described above, if the Debtors did not continue to fund the Service Companies, the Revenue Generating Entities would not have the support and services necessary to carry out their day-to-day operations. Allowing the Cash Management System to continue functioning in the ordinary course is an acknowledgement of the impact of CHC's segmentation on its cash flows and a recognition that the value of the CHC platform should be viewed as a whole. The going concern value of the enterprise, including all of its components, is worth more than if certain of the Debtors and/or the Non-Debtor Affiliates were forced to discontinue operations, liquidate and sell their assets piecemeal.

37. Second, as described in the Del Genio Declaration, due in part to global macroeconomic factors beyond CHC's control, CHC, as an overall enterprise, currently spends more cash than it generates. At a local level, CHC is also exposed to the microeconomic climate of each region and country in which it operates. CHC management has undertaken a careful analysis of each market, and has determined, based on conservative assumptions, that certain business lines and regional operations, are worth maintaining – even if they are expected to generate losses in the near term. These investments in the future represent an important part of the going concern value of the CHC enterprise. Consequently, for all of the reasons outlined above, CHC Cayman Investments I should be permitted to continue supporting all entities, including the net users of cash throughout the CHC enterprise, and net producers of cash throughout the Cash Management System should be permitted to continue making intercompany transfers to Cayman Investments I in the ordinary course of business.

38. Importantly, the Debtors will continue to maintain records of all receipts, disbursements, and transfers within the Cash Management System. In this way, all transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained. As a result, the Debtors will be able to accurately record the transactions within the Cash Management System, including Intercompany Balances, for the benefit of all parties in interest. Creditors of the Debtors will be protected by the fact that the relative contribution of the Debtor against which they have a claim, regardless of whether that Debtor is a net contributor or net user of cash, will be tracked by way of the Intercompany Balances such contributions or borrowings will generate. Further, if the relief requested in this Motion is granted, postpetition Intercompany Claims against Debtors, including the Intercompany Balance attributable to any one Debtor, will be accorded administrative expense priority.

39. Based on the foregoing, the Debtors believe that authorizing the Debtors to maintain the Cash Management System will support the ongoing operations of the Debtors and the Non-Debtor Affiliates in an efficient, cost-effective, and orderly manner that will preserve the value of the enterprise and the Debtors' estates, for the benefit and protection of creditors and other parties in interest. Accordingly, continuation of the Cash Management System is in the best interests of the Debtors' estates and all parties in interest, and the relief requested herein should be approved.

40. These cash management procedures are similar to those employed by comparable complex corporate enterprises. Courts in this district and others have approved the postpetition continuation of debtors' prepetition cash management systems as a routine matter in similar cases. *See, e.g., In re Energy & Exploration Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Dec. 10, 2015) (Docket No. 427); *In re ALCO Stores, Inc.*, Case No. 14-34941

(Bankr. N.D. Tex. Oct. 16, 2014) (Docket No. 70); *In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) (Docket No. 110); *In re IDEARC Inc.*, Case No. 09-31828 (Bankr. N.D. Tex. Apr. 19, 2009) (Docket No. 156); *In re Pilgrim Corporation, et al.*, Case No. 08-45664 (Bankr. N.D. Tex. Dec. 1, 2008) (Docket No. 69); *In re Paragon Offshore PLC*, Case No. 16-10386 (Bankr. D. Del. Feb. 17, 2016) (Docket No. 73); *In re Offshore Group Investment Limited*, Case No. 15-12422 (Bankr. D. Del. Dec. 4, 2015) (Docket No. 45); *In re Endeavour Operating Corp.*, Case No. 14-12308 (Bankr. D. Del. Oct. 15, 2014) (Docket No. 60); *In re General Growth Properties, Inc.*, Case No. 09-11977 (Bankr. S.D.N.Y. April 16, 2009) (Docket No. 518).[8] The Debtors submit that similar relief is warranted in these chapter 11 cases.

**B. The Debtors Should Be Permitted to Continue Intercompany Transactions, and Intercompany Balances Should be Afforded Administrative Expense Priority**

41. As described above, the Cash Management System is similar to those commonly employed by other large corporate enterprises, in which Intercompany Transactions are tracked as Intercompany Claims. In the ordinary course operation of the Cash Management System, funds generated by the Revenue Generating Entities, both Debtors and Non-Debtor Affiliates alike, flow into the Main Operating Accounts held by Cayman Investments I, a Debtor. Cayman Investments I then makes payments on behalf of both Debtor and Non-Debtor Affiliate entities to third parties and affiliated Service Companies if their revenue falls short of expenses, all of which generates Intercompany Claims. Consequently, at any point in time, there may be outstanding amounts due and owing among the various Debtors and the Non-Debtor Affiliates,

[8] Because of the voluminous nature of the orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtors' counsel.

all of which are recorded and documented as Intercompany Transactions and can be accurately tracked.

42. The Debtors believe that they do not require the Court's approval to continue entering into and performing under the Intercompany Transactions, which are transacted "in the ordinary course of business" within the meaning of section 363(c)(1). The Intercompany Transactions are not just a matter of ordinary course in the Debtors' businesses: they are the sorts of transactions that are common among many business enterprises that operate with a centralized cash management system through multiple affiliates. Yet, precisely because of their routine nature, the Intercompany Transactions, including the ability to fund the Service Companies that provide valuable goods and services to the Revenue Generating Entities, are integral to the Debtors' ability to operate their businesses and successfully emerge from chapter 11. Accordingly, out of an abundance of caution, the Debtors request express authority to engage in such transactions postpetition.

43. To ensure that each individual entity will not, at the expense of its creditors, fund the operations of an affiliated Debtor, the Debtors respectfully request that, pursuant to sections 503(b)(1) and 364(a) of the Bankruptcy Code, all Intercompany Claims against Debtors arising after the Petition Date in the ordinary course of business, including, without limitation, the Intercompany Balances, be afforded administrative expense priority. Absent an order of this Court directing otherwise, prepetition Intercompany Claims will be frozen. Under section 503(b)(1)(A) of the Bankruptcy Code, "[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate . . . ." Administrative expenses treatment for postpetition intercompany claims has been granted in other large chapter 11 cases in this and other districts. *See, e.g., In re*

*Energy & Exploration Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Dec. 10, 2015) (Docket No. 427); *In re Paragon Offshore PLC*, Case No. 16-10386 (Bankr. D. Del. Feb. 17, 2016) (Docket No. 73); *In re Offshore Group Investment Limited*, Case No. 15-12422 (Bankr. D. Del. Dec. 4, 2015) (Docket No. 45); *In re General Growth Properties, Inc.*, Case No. 09-11977 (Bankr. S.D.N.Y. May 14, 2009) (Docket No. 518); *In re Lehman Bros. Holdings, Inc.*, Case No. 08-13555 (Bankr. S.D.N.Y. Nov. 6, 2008) (Docket No. 1416).[9] The Debtors submit that similar relief is warranted in these chapter 11 cases.

**C. Maintenance of the Debtors' Existing Bank Accounts and Business Forms is Warranted**

44. The U.S. Trustee's "Guidelines for Chapter 11 Debtors-in Possession" (the "**Guidelines**") mandate the closure of a debtor's prepetition bank accounts, the opening of new accounts, including special accounts for the payment of taxes and segregation of cash collateral, and the immediate printing of new checks. If the Debtors were required to comply with these Guidelines, their operations would be severely harmed by the disruption, confusion, delay, and cost that would result from the closure of existing Bank Accounts, the opening of new accounts, and the immediate printing of new checks. These requirements are designed to establish a clear line of demarcation between prepetition and postpetition claims and payments, and to help protect against a debtor's inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the commencement of the debtor's chapter 11 cases. The Debtors believe they are still able to accomplish these goals by training their employees, implementing rigorous controls over the postpetition use of funds, and by carefully tracking all transactions in the Cash Management System.

[9] Because of the voluminous nature of the orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtors' counsel.

45. In these chapter 11 cases, strict enforcement of the Guidelines would severely disrupt the Debtors' ordinary financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary expenses. The Debtors maintain 230 Bank Accounts. If the Debtors were required to close these Bank Accounts and open new debtor in possession accounts, CHC would be forced to reconstruct the Cash Management System in its entirety. This reconstruction would be impractical and cost prohibitive in an enterprise like CHC, a business that requires multiple Bank Accounts all over the world. CHC's treasury department, including accounting and bookkeeping employees, would need to focus their efforts on immediately opening new bank accounts and working to establish proper cash flow controls, thereby diverting them from their daily responsibilities during this critical juncture of the Debtors' chapter 11 cases. Many accounts could not be replaced in time to effectively continue the Debtors' businesses. Even if they could, the opening of new bank accounts would increase operating costs, and the delays that would result from opening new accounts, revising cash management procedures, and redirecting payments would negatively impact the Debtors' ability to operate their businesses while establishing these new arrangements. This would further exacerbate the risk to the Debtors' businesses caused by these chapter 11 cases, in particular given their foreign customers and foreign suppliers who are unfamiliar with chapter 11.

46. The Debtors believe that their transition to chapter 11 will be significantly smoother and more orderly, with minimum disruption and harm to CHC's global operations, if the Bank Accounts are continued following the Petition Date with the same account numbers. By preserving business continuity and avoiding the disruption and delay to the Debtors' collection and disbursement procedures that would necessarily result from closing the Bank Accounts and opening new accounts, all parties in interest, including employees, vendors,

customers, and creditors will be best served. The confusion that would otherwise result, absent the relief requested herein, would ill-serve the Debtors' rehabilitative efforts. Accordingly, the Debtors respectfully request authority to maintain the Bank Accounts in the ordinary course of business.

47. In addition, payment of any Bank Account maintenance, administrative, use, and other fees (the "**Bank Fees**"), including those incurred prepetition, is warranted. CHC's banks automatically debit the Bank Accounts periodically for Bank Fees incurred in connection with the Cash Management System. CHC's average Bank Fees are approximately $100,000 per month. The Bank Fees vary depending upon several factors, including the balances in the Bank Accounts and the number and type of transactions that are requested. Because the Debtors' Banks may hold setoff rights and are entitled to automatically debit the Bank Accounts for amounts owed by the Debtors in connection with maintaining the Cash Management System, payment of prepetition Bank Fees is only a matter of timing, will prevent any disruption to the Cash Management System, is in the best interests of the Debtors and their estates, and will not negatively affect Unsecured Creditors.

48. Notwithstanding the foregoing, to the extent any Bank seeks to assert a setoff right (if any) with respect to any amount owed by one or more of the Debtors to such Bank (other than in connection with the Service Charges or the Permitted Debits), the Debtors respectfully submit that such Bank be required to seek relief from the automatic stay pursuant to section 362(d) of the Bankruptcy Code, subject to the Debtors' rights in respect of such request, and absent an order of this Court granting any such relief, the automatic stay remain in full force and effect.

49. In the ordinary course of business, the Debtors conduct transactions by debit, wire, ACH, EFT, and other similar methods. A large percentage of the Debtors' customers pay them through ACH, EFT, or wire transfer, and the Debtors pay a majority of their third-party vendors and service providers through ACH, EFT, or wire transfer. Accordingly, to avoid any disruption or claims against the Debtors, the Debtors are seeking to continue their prepetition debit, wire, ACH, and EFT practices during these chapter 11 cases.

50. Although the Debtors request that they be allowed to maintain their prepetition Bank Accounts, the Banks at which such accounts are kept must adhere to certain guidelines. Specifically, unless otherwise ordered by this Court, no Bank shall honor or pay any check issued on account of a prepetition claim. The Banks may honor any checks issued on account of prepetition claims where this Court has specifically authorized such checks to be honored. Furthermore, the Debtors request that the Banks be authorized to accept and honor all representations from the Debtors as to which checks should be honored or dishonored consistent with any order(s) of this Court, whether or not the checks are dated prior to, on, or subsequent to the Petition Date. The Banks shall not be liable to any party on account of following the Debtors' instructions or representations regarding which checks should be honored. Should any Bank honor a prepetition check, draft, wire transfer, ACH transfer, EFT transfer, or other debit drawn on a Bank Account (a) at the direction of any of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition item to be honored, (c) as a result of an innocent mistake made despite the implementation of customary item handling procedures, or (d) consistent with its past practices under the Cash Management System, such Bank shall not be deemed to be, nor shall be, liable to the Debtors or their estates or otherwise in violation of the Interim Order or Final Order. Further, the Debtors request that

the Banks shall have no liability for any operational processing errors that are the result of human error.

51. To minimize expenses, the Debtors should also be permitted to maintain and continue to use their business forms substantially in the forms existing immediately before the Petition Date. The Debtors issue manual checks from time to time and use a variety of business forms (including, but not limited to letterhead, purchase orders, invoices, and other business forms) in the ordinary course of their businesses (collectively, the "**Business Forms**"). Strict compliance with the Guidelines, which require reprinting such documents, would increase the Debtors' expenses and would risk unnecessarily confusing the Debtors' customers, suppliers, and employees. Accordingly, the Debtors believe it is appropriate to continue to use all Business Forms as such forms were in existence prior to the commencement of these chapter 11 cases, without any reference to the Debtors' current status as debtors in possession.

52. In short, any benefits of the Debtors' strict compliance with the Guidelines would be far outweighed by the resulting expense, inefficiency, and disruption to the Debtors' businesses. Accordingly, the Debtors request authority to maintain their Bank Accounts and Business Forms during these chapter 11 cases. Furthermore, the Debtors seek a waiver of the Guidelines to the extent that requirements outlined therein otherwise conflict with (i) the Debtors' existing practices under the Cash Management System, or (ii) any action taken by the Debtors in accordance with the Interim Order or the Final Order, or any other order entered in these cases. *See In re Gaylord Container Corp.*, 1993 WL 188671, at *3, 13 (E.D. La. 1993) (adopting the bankruptcy court's findings of facts and conclusions of law, which included a finding that the banking requirements of the Office of the United States Trustee for the District of Louisiana "represent a substantial burden on any debtor and, in this case, resulted in the

incurrence of extraordinary unquantifiable costs by [the debtor] associated with the confusion engendered by the implementation of new policies and procedures to comply with such rules, and due to the substantial restrictions that such rules placed on the debtor's treasury functions").

53. In similar large chapter 11 cases, courts in this and other districts have regularly waived the Guidelines on the grounds that they are potentially detrimental to a debtor's postpetition business operations and restructuring efforts. *See, e.g., In re Energy & Exploration Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Dec. 10, 2015) (Docket No. 427); *In re ALCO Stores, Inc.*, Case No. 14-34941 (Bankr. N.D. Tex. Oct. 16, 2014) (Docket No. 70); *In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) (Docket No. 110); *In re IDEARC Inc.*, Case No. 09-31828 (Bankr. N.D. Tex. Apr. 19, 2009) (Docket No.156); *In re Pilgrim Corporation, et al.*, Case No. 08-45664 (Bankr. N.D. Tex. Dec. 1, 2008) (Docket No. 69); *In re General Growth Properties, Inc.*, Case No. 09-11977 (Bankr. S.D.N.Y. April 16, 2009) (Docket No. 518).[10] The Debtors submit that similar relief is warranted in these chapter 11 cases.

**D. Extension of Time to Comply with, and Partial Waiver of, Section 345(b)**

54. Section 345(a) of the Bankruptcy Code governs a debtor's deposit and investment of cash during its chapter 11 case and authorizes such deposits or investments as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the

[10] Because of the voluminous nature of the orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtors' counsel.

Bankruptcy Code requires that the debtor obtain from the "entity with which the money is deposited or invested a bond in favor of the United States [that is] secured by the undertaking of a[n adequate] corporate surety . . . unless the court for cause orders otherwise."[11]

55. Many of the Bank Accounts are maintained at banks that have been approved by the U.S. Trustee as authorized depositories ("**Authorized Depositories**"). Accordingly, any funds that are deposited in these accounts are secure and, thus, the Debtors are in compliance with section 345 of the Bankruptcy Code.

56. To the extent the Debtors hold Bank Accounts at non-Authorized Depositories (the "**Non-Approved Bank Accounts**"), the Debtors propose to engage in discussions with the U.S. Trustee to determine what modifications to such Non-Approved Bank Accounts, if any, are necessary under the circumstances.[12] To enable such discussions, if they become necessary, the Debtors request a 45-day extension (or such additional time to which the U.S. Trustee may agree or the court may order) of the time period in which to come into compliance with section 345(b) of the Bankruptcy Code, to make other arrangements that would be acceptable to the U.S. Trustee, or to seek relief from this Court.

57. In the event the Debtors reach an agreement with the U.S. Trustee for a waiver or modification of the section 345(b) requirements, or alternatively there is no agreement and the Debtors need to seek a waiver or modification from the Court, based on the analysis below the Debtors submit there is ample authority to grant such relief. In chapter 11 cases such

[11] In lieu of such a bond, the debtor may require such entity to deposit governmental "securities of the kind specified in section 9303 of title 31" of the United States Code. § 345(b)(2). Under section 9303, such securities must, among other things, "have a market value that is equal to or greater than the amount of the required surety bond" and, under certain circumstances, authorize the collection or sale of the obligation upon the obligor's default thereunder. 31 U.S.C. §§ 9303(a)(2)–(3).

[12] The Debtors reserve all rights with respect to whether any of the Bank Accounts are Non-Approved Bank Accounts and whether and to the extent to which modifications to any such Bank Accounts are appropriate or necessary.

as these, strict adherence to the requirements of section 345(b) of the Bankruptcy Code would be inconsistent with the value-maximizing purpose of chapter 11 by unduly hampering a debtor's ability under section 345(a) to invest money such "as will yield the maximum reasonable net return on such money." 11 U.S.C. § 345(a). As a result, in 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended section 345(b) to provide that its strict investment requirements may be waived or modified if the court so orders "for cause." 140 Cong. Rec. H. 10,767 (Oct. 4, 1994).

58. Here, there is "cause" to warrant a waiver of the requirements of section 345(b). Courts consider the "totality of the circumstances" in determining whether "cause" exists, with particular regard to the following factors:

1. The sophistication of the debtor's business;
2. The size of the debtor's business operations;
3. The amount of investments involved;
4. The bank ratings (Moody's and Standard and Poor) of the financial institutions where debtor in possession funds are held;
5. The complexity of the case;
6. The safeguards in place within the debtor's own business of insuring the safety of the funds;
7. The debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;
8. The benefit to the debtor;
9. The harm, if any, to the estate; and
10. The reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

*In re Serv. Merch. Co.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

59. Here, "cause" exists because, among other things: (i) all or nearly all of the Debtors' Banks holding significant balances are highly rated, reputable banks that are typically subject to supervision by national banking regulators; (ii) the Debtors retain the right to close accounts with the Banks and establish new bank accounts as needed; (iii) the cost associated with satisfying the requirements of section 345(b) is needlessly burdensome to the Debtors and their estates; and (iv) the process of satisfying such requirements would lead to needless inconvenience and inefficiencies in the management of the Debtors' businesses. The benefits of a waiver would far outweigh any potential harm to the estates from noncompliance with section 345(b). The international nature of the Debtors' businesses requires bank accounts in multiple jurisdictions across the globe. Moreover, a bond secured by the undertaking of a corporate surety would be prohibitively expensive (if such a bond could be obtained at all). The Debtors intend to be in chapter 11 only a short period of time, and the costs of disruption to the businesses by having to close dozens of accounts far outweighs the risks of the Debtors continuing to maintain their historic Bank Accounts for the short period of time they remain in chapter 11. Furthermore, based on their past experience opening new bank accounts, the Debtors estimate that it would take months to create a new suite of bank accounts to service their businesses. Accordingly, the Court should grant a temporary extension of 45 days for the Debtors to comply with the requirements of section 345(b) with respect to any Non-Approved Bank Accounts. During that 45 day period (the "**Extension Period**), the Debtors propose to conference with the U.S. Trustee and identify certain accounts for which the Court will be asked to waive the requirements of section 345(b) in these chapter 11 cases. On or before the expiry of the Extension Period, the Debtors propose to (i) seek an additional extension of time, if necessary, to comply with the requirements of section 345(b) with respect to certain Bank

Accounts, or (ii) request that the Court rule upon a waiver of the requirements of section 345(b) with respect to certain Bank Accounts (the Debtors to endeavor to conference in good faith with the U.S. Trustee to consensually agree upon the identity of such accounts).

60. Courts have previously granted similar relief, in this and other districts, providing for the continued use of a debtor's bank accounts pursuant to a waiver or partial waiver of the requirements of section 345(b) or an extension of time to comply with such requirements while the Debtors conference with the U.S. Trustee. *See, e.g.*, *In re Energy & Exploration Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Dec. 10, 2015) (Docket No. 427); *In re IDEARC Inc.*, Case No. 09-31828 (Bankr. N.D. Tex. Apr. 19, 2009) (Docket No. 156); *In re Pilgrim Corporation, et al.*, Case No. 08-45664 (Bankr. N.D. Tex. Dec. 1, 2008) (Docket No. 69); *In re Paragon Offshore PLC*, Case No. 16-10386 (Docket No. 73) (Bankr. D. Del. Feb. 17, 2016); *In re Offshore Group Investment Limited*, Case No. 15-12422 (Bankr. D. Del. Dec. 4, 2015) (Docket No. 45); *In re Endeavour Operating Corp.*, Case No. 14-12308 (Bankr. D. Del. Oct. 15, 2014) (Docket No. 60); *In re General Growth Properties, Inc.*, Case No. 09-11977 (Bankr. S.D.N.Y. April 16, 2009) (Docket No. 43).[13] The Debtors submit that similar relief is warranted in these chapter 11 cases.

**E. Payment of the Mozambique Intercompany Invoices**

61. As described above, the Debtors have a unique cash situation with respect to their Mozambique branch, which requires relief pursuant to section 363(c)(1) and section 105(a). Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Pursuant to this Motion, the Debtors are seeking authority, on a final basis only, to

[13] Because of the voluminous nature of the orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtors' counsel.

permit CHC Mozambique to satisfy its prepetition obligations to Hoofddorp to repatriate the approximately $1,3000,000 held by CHC Mozambique that otherwise would be unavailable to the overall CHC enterprise. The Debtors also intend and seek authority to continue repatriating revenue earned in Mozambique in the ordinary course of business. The Debtors' requested transfer will satisfy a prepetition intercompany claim between Go Canada (via CHC Mozambique) and Hoofddorp. To avoid prejudicing the creditors of GO Canada by depriving GO Canada of the Mozambique Funds, the Debtors propose to effect a simultaneous transfer of an amount equal to the Mozambique Funds from Hoofddorp to GO Canada (the "**Mozambique Settlement**"). To further avoid upsetting the relative prepetition position of the creditors at Hoofddorp and GO Canada, the Debtors request that the Court enter an order that the Mozambique Settlement be stripped of the administrative priority it otherwise would be accorded, and that the corresponding intercompany obligation owed by GO Canada to Hoofddorp be accorded the same priority as the prepetition claim owed by GO Canada to Hoofddorp. The requested relief is in the best interests of the Debtors, their estates and all parties in interest because it will free up approximately $1,3000,000 of liquidity for use by the overall CHC enterprise that otherwise would remain trapped in Mozambique.

62. For the foregoing reasons, granting the relief requested in this Motion is appropriate, entirely consistent with the rehabilitative purpose of chapter 11, and in the best interests of the Debtors' estates and creditors.

**The Debtors Have Satisfied the Requirements of Bankruptcy Rule 6003**

63. Bankruptcy Rule 6003 provides that to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may approve a motion to use or incur an obligation regarding property of the estate, including a motion to pay all or part of a prepetition claim, prior to 21 days after the Petition Date. Fed. R. Bankr. P. 6003. As described

herein and in the Del Genio Declaration, the Debtors' estates would suffer immediate and irreparable harm if the relief sought herein is not promptly granted. The inability to use the Cash Management System and obtain the other relief requested herein would cause potentially irreparable harm to the Debtors' business by stopping the flow of funds through the enterprise, significantly impairing the Debtors' ability to continue operating their businesses in the ordinary course, and consequently destroying value. Accordingly, the Debtors submit that Bankruptcy Rule 6003 has been satisfied.

**Request for Bankruptcy Rule 6004 Waivers**

64. The Debtors request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and any stay of the effectiveness of the order approving this Motion under Bankruptcy Rule 6004(h). Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As set forth above, the proposed payments required to continue operating the Cash Management System in the ordinary course of business are essential to prevent irreparable harm to the Debtors' operations. The Debtors submit that ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent such stay applies.

**Reservation of Rights**

65. 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, or (iii) a waiver of any claims or causes of action which may exist against any party. The Debtors are in

the process of reviewing these matters and reserve all of their rights under the Bankruptcy Code and applicable nonbankruptcy law.

**Notice**

66. 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) the Banks; (x) American Express; and (xi) Berkeley Payment Solutions. Due to the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

**No Previous Request**

67. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: May 5, 2016
Dallas, Texas

*/s/ Stephen A. Youngman*
WEIL, GOTSHAL & MANGES LLP

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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 |
| | |

**EXHIBIT B**

**Proposed Interim Order**

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

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

**INTERIM ORDER AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (D) HONOR CERTAIN PREPETITION OBLIGATIONS RELATING TO THE USE OF THE CASH MANAGEMENT SYSTEM, AND (II) GRANTING EXTENSION OF TIME TO COMPLY WITH, AND PARTIAL WAIVER OF, REQUIREMENTS OF SECTION345(b) OF THE BANKRUPTCY CODE PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

Upon the Motion, dated May 5, 2016 (the "**Motion**"),[1] of CHC Group Ltd.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively the "**Debtors**"), for an order pursuant to sections 105(a), 363(c), 345(b), 364(a) and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") for (i) authorization to (a) continue their existing cash management system (the "**Cash Management System**"), (b) continue certain Intercompany Transactions (as defined below), including Intercompany Netting (as defined below), and afford Intercompany Transactions with Debtor entities administrative expense priority, (c) maintain existing bank accounts (collectively, the "**Bank Accounts**") located at various banks (collectively, the "**Banks**") and existing business forms, and (d) honor certain prepetition obligations relating to the use of the Cash Management System; and (ii) an extension of time to comply with, and waiver of, the requirements of section 345(b) of the Bankruptcy Code, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), and (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) the Banks; (x) American Express; and (xi) Berkeley Payment Solutions; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted on an interim basis as set forth herein.

2. The Debtors are authorized and empowered, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation, Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System).

3. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

4. All Intercompany Claims against a Debtor by another Debtor or non-debtor affiliate arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

5. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**, hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and the statutory committee of creditors (if appointed); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse ("**ACH**") payments, electronic funds transfer ("**EFT**") payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts.

6. Except as otherwise provided in this Order, all Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT

payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

7. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee made prior to or on the Petition Date (including any ACH payments or EFT payments such Bank is or becomes obligated to settle), or any instruments issued by any of the Banks on behalf of any Debtor, shall be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

8. Unless otherwise ordered by this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored.

9. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

11. Pursuant to section 364(a) of the Bankruptcy Code, the Debtors are authorized in connection with the ordinary course of their Cash Management System to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing.

12. The Debtors are in compliance with section 345(b) of the Bankruptcy Code with respect to the Bank Accounts located at Authorized Depositories.

13. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of 45 days from the date of this Interim Order (the "**Extension Period**"); provided, however, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Bankruptcy Code in these cases.

14. The Debtors are authorized to use their existing Business Forms and not print "debtor in possession" on any of their Business Forms, and any otherwise applicable requirement that the Debtors print "debtor in possession" on any new checks ordered during the chapter 11 cases, or that the Debtors change their system for electronic generation of checks and business forms to reflect their status as debtors in possession, is hereby waived.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. The hearing to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on **_____, 2016 at __:00 _.m. (Prevailing Central Time)**; and any objections to entry of such order shall be in writing, filed with the Court, and served upon (i) counsel to the Debtors, (ii) the U.S. Trustee and (iii) counsel for any statutory

committee appointed in these cases, in each case so as to be received no later than **4:00 p.m. (Prevailing Central Time) on _____, 2016**.

17. Nothing contained in this Interim Order or any action taken by the Debtors in implementing this Interim Order shall be deemed (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 the Banks under applicable nonbankruptcy law, or (iii) a waiver of any claims or causes of action which may exist against any Bank.

18. Entry of this Interim Order is necessary to avoid immediate and irreparable harm and, to the extent the relief granted herein implicates the use of property of the estate and section 363 of the Bankruptcy Code, the requirements under Bankruptcy Rule 6003(b) have been satisfied.

19. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

20. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are waived.

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

22. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Interim Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*
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*Proposed Attorneys for Debtors and Debtors in Possession*

**EXHIBIT C**

**Proposed Final Order**

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

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

**FINAL ORDER AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (D) HONOR CERTAIN PREPETITION OBLIGATIONS RELATING TO THE USE OF THE CASH MANAGEMENT SYSTEM, AND (II) GRANTING EXTENSION OF TIME TO COMPLY WITH, AND PARTIAL WAIVER OF, REQUIREMENTS OF SECTION345(b) OF THE BANKRUPTCY CODE PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

Upon the Motion, dated May 5, 2016 (the "**Motion**"),[1] of CHC Group Ltd.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 105(a), 363(c), 345(b), 364(a), and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") for (i) authorization to (a) continue their existing cash management system (the "**Cash Management System**"), (b) continue certain Intercompany Transactions (as defined below), including Intercompany Netting (as defined below), and afford Intercompany Transactions with Debtor entities administrative expense priority, (c) maintain existing bank accounts (collectively, the "**Bank Accounts**") located at various banks (collectively, the "**Banks**") and existing business forms, and (d) honor certain prepetition obligations relating to the use of the Cash Management System; and (ii) an extension of time to comply with, and waiver of, the requirements of section 345(b) of the Bankruptcy Code, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 (the "**U.S. Trustee**"), (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), and (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) the Banks; (x) American Express; and (xi) Berkeley Payment Solutions; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Final Hearing**"); and the appearances of all interested parties having been noted in the record of the Final Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Final Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized and empowered, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation,

Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System).

3. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

4. All Intercompany Claims against a Debtor by another Debtor or non-debtor affiliate arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

5. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**, hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and the statutory committee of creditors (if appointed); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse ("**ACH**") payments, electronic funds transfer ("**EFT**") payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts.

6. Except as otherwise provided in this Order, all Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the

Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

7. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee made prior to or on the Petition Date (including any ACH payments or EFT payments such Bank is or becomes obligated to settle), or any instruments issued by any of the Banks on behalf of any Debtor, shall be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

8. Unless otherwise ordered by this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The Banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored.

9. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to

honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

11. Pursuant to section 364(a) of the Bankruptcy Code, the Debtors are authorized in connection with the ordinary course of their Cash Management System to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing.

12. The Debtors are in compliance with section 345(b) of the Bankruptcy Code with respect to the Bank Accounts located at Authorized Depositories.

13. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of 45 days from the date of this Interim Order (the "**Extension Period**"); provided, however, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Bankruptcy Code in these cases.

14. The Debtors are authorized to use their existing Business Forms and not print "debtor in possession" on any of their Business Forms, and any otherwise applicable requirement that the Debtors print "debtor in possession" on any new checks ordered during the chapter 11 cases, or that the Debtors change their system for electronic generation of checks and business forms to reflect their status as debtors in possession, is hereby waived.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Global Operations Canada (2008) ULC ("**GO Canada**") is permitted to satisfy its outstanding prepetition intercompany obligations to CHC Hoofddorp BV

("**Hoofddorp**") (the "**Mozambique Repatriation Amount**"). Hoofddorp is hereby ordered and directed to loan an amount equal to the Mozambique Repatriation Amount to GO Canada. The resulting intercompany administrative claim owed by GO Canada to Hoofddorp shall be stripped of its administrative priority and accorded the same priority as the prepetition claim owed by GO Canada to Hoofddorp.

17. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (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 the Banks under applicable nonbankruptcy law, or (iii) a waiver of any claims or causes of action which may exist against any Bank.

18. Notwithstanding any applicability of Bankruptcy Rule 6004(h) the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are waived.

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

21. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

###END OF ORDER###

Respectfully Submitted,

**WEIL, GOTSHAL & MANGES LLP**

*/s/ Stephen A. Youngman*

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-and-

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*Proposed Attorneys for Debtors and Debtors in Possession*

**EXHIBIT D**

**Debtors' Bank Accounts**

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 1 | 6922767 Holding SARL - Zug Branch | Credit Suisse | Checking | USD | 4724 |
| 2 | 6922767 Holding SARL - Zug Branch | Credit Suisse | Checking | CHF | 4721 |
| 3 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | NOK | 3051 |
| 4 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | EUR | 3043 |
| 5 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | GBP | 3035 |
| 6 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | USD | 3027 |
| 7 | 6922767 Holding SARL | Bank of America, N.A. (London) | Checking | CAD | 3019 |
| 8 | 6922767 Holding SARL | ING Luxembourg SA | Checking | EUR | 0000 |
| 9 | 6922767 Holding SARL - Branch 4 | Bank of America, N.A. (London) | Checking | USD | 3077 |
| 10 | 6922767 Holding SARL - Branch 4 | Bank of America, N.A. (London) | Checking | EUR | 3069 |
| 11 | Capital Aviation Services B.V. | Bank of America, N.A. (London) | Checking | EUR | 8038 |
| 12 | Capital Aviation Services B.V. | Bank of America, N.A. (London) | Checking | USD | 8012 |
| 13 | CHC Cayman ABL Borrower Ltd | Bank of America, N.A. (London) | Checking | USD | 0028 |
| 14 | CHC Cayman ABL Borrower Ltd | Bank of America, N.A. (London) | Checking | EUR | 0010 |
| 15 | CHC Cayman ABL Holdings Ltd | Bank of America, N.A. (London) | Checking | USD | 4011 |
| 16 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | AUD | 1071 |
| 17 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | CAD | 1063 |
| 18 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | EUR | 1055 |
| 19 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | GBP | 1047 |
| 20 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | NOK | 1039 |
| 21 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | USD | 1021 |
| 22 | CHC Cayman Investments I Ltd | Bank of America, N.A. (London) | Checking | USD | 1013 |
| 23 | CHC Den Helder BV | Bank of America, N.A. (London) | Checking | EUR | 4016 |
| 24 | CHC Global Operations (2008) ULC | HSBC Bank Canada | Checking | CAD | 2001 |
| 25 | CHC Global Operations (2008) ULC | HSBC Bank Canada | Checking | USD | 2070 |
| 26 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3111 |
| 27 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | USD | 1011 |
| 28 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | MZN | 1003 |
| 29 | CHC Global Operations Canada (2008) ULC | HSBC Bank Canada | Checking | CAD | 0001 |
| 30 | CHC Global Operations Canada (2008) ULC | HSBC Bank Canada | Checking | USD | 0070 |
| 31 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | TZS | 7455 |
| 32 | CHC Global Operations Canada (2008) ULC | Standard Bank | Checking | NAD | 5854 |

372

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 33 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3103 |
| 34 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3096 |
| 35 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3070 |
| 36 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3062 |
| 37 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3054 |
| 38 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | USD | 3020 |
| 39 | CHC Global Operations Canada (2008) ULC | Bank of America, N.A. (London) | Checking | EUR | 3012 |
| 40 | CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch | Societe Generale (Equatorial Guinea) | Checking | XAF | 0183 |
| 41 | CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch | Societe Generale (Equatorial Guinea) | Checking | XAF | 0154 |
| 42 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0580 |
| 43 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0432 |
| 44 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0377 |
| 45 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0309 |
| 46 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0246 |
| 47 | CHC Global Operations International ULC | ATF Bank | Restricted Account | KZT | 0068 |
| 48 | CHC Global Operations International ULC | BICI Gabon | Checking | XAF | 8605 |
| 49 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | CAD | 9001 |
| 50 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | USD | 9070 |
| 51 | CHC Global Operations International ULC | Ecobank Benin | Checking | XOF | 8801 |
| 52 | CHC Global Operations International ULC | HSBC Bank Canada | Checking | USD | 9072 |
| 53 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8103 |
| 54 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8096 |
| 55 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | EUR | 8088 |
| 56 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8070 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 57 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8062 |
| 58 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8054 |
| 59 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | EUR | 8046 |
| 60 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8020 |
| 61 | CHC Global Operations International ULC | Bank of America, N.A. (London) | Checking | USD | 8012 |
| 62 | CHC Global Operations International ULC | UniCredit Tiriac ASA | Checking | RON | 2000 |
| 63 | CHC Global Operations International ULC | BMCI (Groupe BNP Paribas) | Checking | MAD | 0296 |
| 64 | CHC Global Operations International ULC – Kazakhstan Branch | ATF Bank | Checking | KZT | 3705 |
| 65 | CHC Global Operations International ULC – Kazakhstan Branch | ATF Bank | Checking | USD | 0821 |
| 66 | CHC Group Ltd. | Bank of America, N.A. (USA) | Checking | USD | 0148 |
| 67 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | USD | 0051 |
| 68 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | NOK | 0043 |
| 69 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | GBP | 0035 |
| 70 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | CAD | 0027 |
| 71 | CHC Group Ltd. | Bank of America, N.A. (London) | Checking | EUR | 0019 |
| 72 | CHC Helicopter (1) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 73 | CHC Helicopter (2) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 74 | CHC Helicopter (3) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 75 | CHC Helicopter (4) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 76 | CHC Helicopter (5) SARL | ING Luxembourg SA | Checking | EUR | 3000 |
| 77 | CHC Helicopter (Barbados) SRL | RBC | Checking | USD | 8922 |
| 78 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | NOK | 5066 |
| 79 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | GBP | 5058 |
| 80 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | EUR | 5040 |
| 81 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | DKK | 5032 |
| 82 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | CAD | 5024 |
| 83 | CHC Helicopter (Barbados) SRL | Bank of America, N.A. (London) | Checking | USD | 5016 |
| 84 | CHC Helicopter (Barbados) SRL | RBC | Checking | BBD | 1689 |
| 85 | CHC Helicopters (Australia) | ANZ Banking Group | Checking | USD | 2002 |
| 86 | CHC Helicopter Australia Pty Ltd. | Bank of America, N.A. (London) | Checking | AUD | 0038 |
| 87 | CHC Helicopter Australia Pty Ltd. | Bank of America, N.A. (London) | Checking | EUR | 0020 |
| 88 | CHC Helicopter Australia Pty Ltd. | Bank of America, N.A. (London) | Checking | USD | 0012 |
| 89 | CHC Helicopter Australia Pty Ltd. | ANZ Banking Group | Restricted Account | USD | 0001 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 90 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | AUD | 7001 |
| 91 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | AUD | 7002 |
| 92 | CHC Helicopter Australia Pty Ltd. | HSBC Bank Australia Ltd. | Checking | USD | 7159 |
| 93 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | EUR | 4058 |
| 94 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | NOK | 4040 |
| 95 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | CAD | 4032 |
| 96 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | GBP | 4024 |
| 97 | CHC Helicopter Holding S.à. r.l | Bank of America, N.A. (London) | Checking | USD | 4016 |
| 98 | CHC Helicopter Holding S.à. r.l | ING Luxembourg SA | Checking | EUR | 0000 |
| 99 | CHC Helicopter Holding S.à. r.l | JSC CB "RBS (Kazakhstan)" | Checking | USD | 9695 |
| 100 | CHC Helicopter Holding S.à. r.l - Zug Branch | Credit Suisse | Checking | CHF | 1000 |
| 101 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | CAD | 7073 |
| 102 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | USD | 7023 |
| 103 | CHC Helicopter S.A. | ING Luxembourg SA | Checking | EUR | 0000 |
| 104 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | CAD | 7148 |
| 105 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | NOK | 7130 |
| 106 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | EUR | 7122 |
| 107 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | GBP | 7114 |
| 108 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | USD | 7106 |
| 109 | CHC Helicopter S.A. | Bank of America, N.A. (London) | Checking | EUR | 7049 |
| 110 | CHC Helicopter S.A. | Bank of America, N.A. (USA) | Checking | USD | 6258 |
| 111 | CHC Helicopter S.A. - Branch 1 | Bank of America, N.A. (London) | Checking | EUR | 7099 |
| 112 | CHC Helicopter S.A. - Branch 1 | Bank of America, N.A. (London) | Checking | USD | 7081 |
| 113 | CHC Helicopter S.A. - Branch 3 | Bank of America, N.A. (London) | Checking | USD | 7065 |
| 114 | CHC Helicopter S.A. - Zug Financial Branch | Credit Suisse | Checking | EUR | 2002 |
| 115 | CHC Helicopter S.A. - Zug Financial Branch | Credit Suisse | Checking | CHF | 1001 |
| 116 | CHC Helicopter S.A. - Zug Holding Branch | Credit Suisse | Checking | CHF | 1001 |
| 117 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | DKK | 5060 |
| 118 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | GBP | 5052 |
| 119 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | CAD | 5044 |
| 120 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | EUR | 5036 |
| 121 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | NOK | 5028 |
| 122 | CHC Helicopters (Barbados) Limited | Bank of America, N.A. (London) | Checking | USD | 5010 |
| 123 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | EUR | 5107 |

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 124 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | GBP | 5074 |
| 125 | CHC Holding (UK) Limited | Bank of America, N.A. (London) | Checking | USD | 5066 |
| 126 | CHC HOLDING NL B.V. | Bank of America, N.A. (London) | Checking | USD | 4020 |
| 127 | CHC HOLDING NL B.V. | Bank of America, N.A. (London) | Checking | EUR | 4012 |
| 128 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | EUR | 9017 |
| 129 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | USD | 8039 |
| 130 | CHC Hoofddorp B.V. | Bank of America, N.A. (London) | Checking | EUR | 8021 |
| 131 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | NOK | 9049 |
| 132 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | GBP | 9031 |
| 133 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | USD | 9023 |
| 134 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | EUR | 9015 |
| 135 | CHC Leasing (Ireland) Limited | Bank of America, N.A. (London) | Checking | EUR | 3011 |
| 136 | CHC Netherlands B.V. | Bank of America, N.A. (London) | Checking | USD | 1032 |
| 137 | CHC Netherlands B.V. | Bank of America, N.A. (London) | Checking | EUR | 1024 |
| 138 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7321 |
| 139 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 8489 |
| 140 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 4422 |
| 141 | CHC Norway Acquisition Co AS | Nordea | Checking | EUR | 7283 |
| 142 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 4150 |
| 143 | CHC Norway Acquisition Co AS | Nordea | Checking | CAD | 1233 |
| 144 | CHC Norway Acquisition Co AS | Nordea | Checking | GBP | 1085 |
| 145 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7356 |
| 146 | CHC Norway Acquisition Co AS | Nordea | Checking | NOK | 7348 |
| 147 | CHC Norway Acquisition Co AS | Nordea | Checking | EUR | 7062 |
| 148 | CHC Norway Acquisition Co AS | Nordea | Checking | USD | 2144 |
| 149 | CHC Norway Acquisition Co AS | Nordea | Checking | GBP | 1312 |
| 150 | CHC Norway Acquisition Co AS | Nordea | Checking | CAD | 1044 |
| 151 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | EUR | 9036 |
| 152 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | USD | 9010 |
| 153 | Heli-One (Netherlands) B.V. | Bank of America, N.A. (London) | Checking | EUR | 1012 |
| 154 | Heli-One (Norway) AS | Nordea | Checking | NOK | 7372 |
| 155 | Heli-One (Norway) AS - UK Branch | Bank of America, N.A. (London) | Checking | GBP | 0011 |
| 156 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3335 |
| 157 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3327 |
| 158 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3319 |
| 159 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3301 |
| 160 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3294 |
| 161 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | AUD | 3286 |
| 162 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3278 |
| 163 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3260 |
| 164 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3252 |
| 165 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3244 |
| 166 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | DKK | 3236 |
| 167 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | DKK | 3228 |
| 168 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3210 |

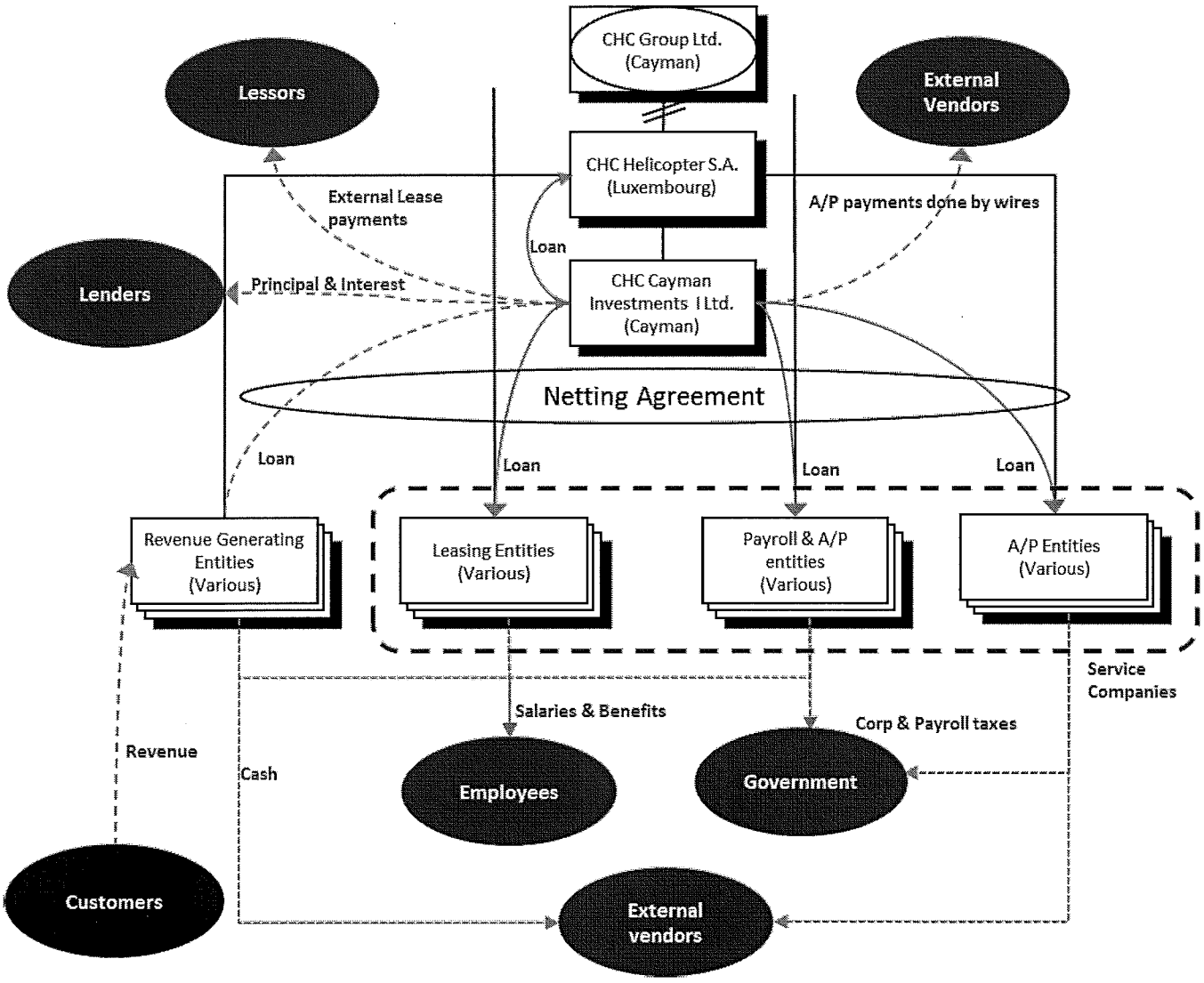
| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 169 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | AUD | 3202 |
| 170 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3088 |
| 171 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 7001 |
| 172 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 7070 |
| 173 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 3001 |
| 174 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 3070 |
| 175 | Heli-One Canada ULC | Societe Generale (USA) | Checking | USD | 3599 |
| 176 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | DKK | 3343 |
| 177 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | AUD | 3195 |
| 178 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3179 |
| 179 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3161 |
| 180 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3153 |
| 181 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3145 |
| 182 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3137 |
| 183 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3129 |
| 184 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | GBP | 3111 |
| 185 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | USD | 3103 |
| 186 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | CAD | 3096 |
| 187 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3054 |
| 188 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | NOK | 3046 |
| 189 | Heli-One Canada ULC | Bank of America, N.A. (London) | Checking | EUR | 3038 |
| 190 | Heli-One Canada ULC | HSBC Bank Canada | Checking | CAD | 1001 |
| 191 | Heli-One Canada ULC | HSBC Bank Canada | Checking | USD | 1070 |
| 192 | Heli-One Holdings (UK) Limited | Bank of America, N.A. (London) | Checking | GBP | 1033 |
| 193 | Heli-One Leasing (Norway) AS | Nordea | Checking | NOK | 8351 |
| 194 | Heli-One Leasing (Norway) AS | Nordea | Checking | NOK | 7380 |
| 195 | Heli-One Leasing (Norway) AS | Nordea | Checking | EUR | 7256 |
| 196 | Heli-One Leasing (Norway) AS | Nordea | Checking | USD | 3308 |
| 197 | Heli-One Leasing (Norway) AS | Nordea | Checking | GBP | 1093 |
| 198 | Heli-One Leasing ULC | HSBC Bank Canada | Checking | CAD | 5001 |
| 199 | Heli-One Leasing ULC | HSBC Bank Canada | Checking | USD | 5070 |
| 200 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | GBP | 0065 |
| 201 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | DKK | 0057 |
| 202 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | EUR | 0049 |
| 203 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | NOK | 0031 |
| 204 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | CAD | 0023 |
| 205 | Heli-One Leasing ULC | Bank of America, N.A. (London) | Checking | USD | 0015 |
| 206 | Heli-One Leasing ULC | The Royal Bank of Scotland Group | Restricted Account | USD | 4306 |
| 207 | Heli-One Norway AS | Nordea | Checking | NOK | 8394 |
| 208 | Heli-One Norway AS | Nordea | Checking | EUR | 7305 |
| 209 | Heli-One Norway AS | Nordea | Checking | USD | 3332 |
| 210 | Heli-One Norway AS | Nordea | Checking | CAD | 1907 |
| 211 | Heli-One Norway AS | Nordea | Checking | GBP | 1077 |

377

| | Account Owner | Bank | Account Type | Currency | Last 4 Digits of Account Number |
|---|---|---|---|---|---|
| 212 | Heli-One Norway AS | Nordea | Checking | USD | 1051 |
| 213 | Heli-One Norway AS | Nordea | Restricted Account | NOK | 2785 |
| 214 | Heli-One UK Ltd | Bank of America, N.A. (London) | Checking | USD | 4027 |
| 215 | Heli-One UK Ltd | Bank of America, N.A. (London) | Checking | GBP | 4019 |
| 216 | Heli-One UK Ltd | Nordea | Checking | USD | 1768 |
| 217 | Heli-One (U.S.) Inc. | Bank of America, N.A. (London) | Checking | USD | 1013 |
| 218 | Heli-One USA Inc. | Bank of America, N.A. (London) | Checking | USD | 2011 |
| 219 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | EUR | 5033 |
| 220 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | USD | 5025 |
| 221 | Heliworld Leasing Limited | Bank of America, N.A. (London) | Checking | GBP | 5017 |
| 222 | Integra Leasing AS | Nordea | Checking | NOK | 7437 |
| 223 | Integra Leasing AS | Nordea | Checking | EUR | 7153 |
| 224 | Integra Leasing AS | Nordea | Checking | NOK | 5243 |
| 225 | Integra Leasing AS | Nordea | Checking | USD | 1764 |
| 226 | Integra Leasing AS | Nordea | Checking | USD | 1625 |
| 227 | Lloyd Helicopters Pty Ltd | Commonwealth Bank | Restricted Account | AUD | 6305 |
| 228 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | EUR | 3031 |
| 229 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | AUD | 3023 |
| 230 | Lloyd Helicopters Pty Ltd | Bank of America, N.A. (London) | Checking | USD | 3015 |

**EXHIBIT E**

**Cash Management Flow of Funds Chart**


CHC Group Ltd.
(Cayman)
Lessors
External Vendors
CHC Helicopter S.A.
(Luxembourg)
External Lease payments
A/P payments done by wires
Loan
Lenders
Principal & Interest
CHC Cayman Investments I Ltd.
(Cayman)
Netting Agreement
Loan
Loan
Loan
Loan
Revenue Generating Entities (Various)
Leasing Entities (Various)
Payroll & A/P entities (Various)
A/P Entities (Various)
Service Companies
Salaries & Benefits
Corp & Payroll taxes
Revenue
Cash
Employees
Government
Customers
External vendors

380

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777

Gary T. Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors and Debtors in Possession*

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

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

**CERTIFICATE OF CONFERENCE**

I, Stephen A. Youngman, hereby certify that counsel for the above-captioned debtors and debtors-in-possession delivered an advanced copy of the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue Their Existing Cash Management System, (B) Continue Existing Intercompany Transactions, (C) Maintain Existing Bank Accounts and Business Forms, and (D) Honor Certain Prepetition Obligations Relating to the Use of the Cash Management System, and (II) Granting Extension of Time to Comply With, and Partial Waiver of, Requirements of Section 345(b) of the Bankruptcy Code Pursuant to Sections 105(a), 345(b), 363(c), 364(a), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004* (the "**Motion**") to the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**") on May 1, 2016. The U.S. Trustee provided comments regarding the relief

sought in the Motion. As of the Petition Date, the Debtors continue to confer with the U.S. Trustee to resolve such comments. The Debtors intend to work proactively with the U.S. Trustee in the event that any additional issues with respect to the relief sought in the Motion are raised.

Dated: May 5, 2016
Dallas, Texas

*/s/ Stephen A. Youngman*

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice* pending)
Kelly DiBlasi (*pro hac vice* pending)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

*Proposed Attorneys for Debtors and Debtors in Possession*

This is **Exhibit "Q"** referred to in the Affidavit of Sandra Brown-John sworn before me at Vancouver, British Columbia this 28th day of September, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
*Barrister & Solicitor*
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4218

# Personal Property Registry

## Selection List

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

Sep 27, 2016
10:11:02 AM

383

Return | Help ?

Folio: 00013237000001

BC OnLine Mailbox

Business Name: CHC GLOBAL OPERATIONS CANADA (2008) ULC

**Exact Matches: 15**

Local Print Limit: 999

BSR102 - CLICK APPROPRIATE BUTTON FOR MORE INFORMATION

| Debtor Name |
|---|
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| CHC GLOBAL OPERATIONS CANADA (2008) ULC |

Display More Selections

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:11:09 AM

384

Return | Send to Mailbox | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: CHC GLOBAL OPERATIONS CANADA (2008) ULC

➪ **Exact Matches: 24**

Local Print Limit: 999

BSR101 - NO MORE INFORMATION TO DISPLAY

**Debtor Name**

- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC
- ➪ CHC GLOBAL OPERATIONS CANADA (2008) ULC

Display Selection

BC OnLine: PPRS SEARCH RESULT 2016/09/27
Lterm: XPSP0054 For: PK28874 BLAKE CASSELS & GRAYDON 10:11:01

Index: BUSINESS DEBTOR
Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 10, 2012 Reg. Length: 9 YEARS
Reg. Time: 12:13:15 Expiry Date: FEB 10, 2021
Base Reg. #: 582737G Control #: D0922490

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008) (Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT UNDER A CREDIT AGREEMENT AND FOR THE HOLDERS OF CERTAIN HEDGING AND CASH MANAGEMENT OBLIGATIONS.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 810506G Reg. Date: JUN 22, 2012
Reg. Time: 13:26:55
Control #: D1241823

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582737G Base Reg. Date: FEB 10, 2012

Details Description:
RELEASE OF BOMBARDIER DHC-8 315 AIRCRAFT BEARING MANUFACTURER'S SERIAL NUMBER 609.

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 2

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC Page: 2

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 084845H Reg. Date: DEC 04, 2012
Reg. Time: 11:31:07
Control #: D1507187
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582737G Base Reg. Date: FEB 10, 2012

Details Description:
RELEASE OF BOMBARDIER DHC-8 315 AIRCRAFT BEARING
MANUFACTURER'S SERIAL NUMBER 608.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249338I Reg. Date: OCT 23, 2014
Reg. Time: 14:02:11
Control #: D2649982
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582737G Base Reg. Date: FEB 10, 2012

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.
Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

Continued on Page 3

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263955I
Reg. Date: OCT 31, 2014
Reg. Time: 08:02:55
Control #: D2719146
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582737G
Base Reg. Date: FEB 10, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

D0003 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 10, 2012
Reg. Time: 12:13:45
Base Reg. #: 582739G
Reg. Length: 9 YEARS
Expiry Date: FEB 10, 2021
Control #: D0922494

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT FOR THE TRUSTEE AND NOTEHOLDERS UNDER AN INDENTURE.

Registering
Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

Continued on Page 4

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC Page: 4

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 810507G
Reg. Date: JUN 22, 2012
Reg. Time: 13:27:08
Control #: D1241819
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582739G Base Reg. Date: FEB 10, 2012

Details Description:
RELEASE OF BOMBARDIER DHC-8 315 AIRCRAFT BEARING
MANUFACTURER'S SERIAL NUMBER 609.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 084847H
Reg. Date: DEC 04, 2012
Reg. Time: 11:31:17
Control #: D1507202
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582739G Base Reg. Date: FEB 10, 2012

Details Description:
RELEASE OF BOMBARDIER DHC-8 315 AIRCRAFT BEARING
MANUFACTURER'S SERIAL NUMBER 608.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249340I Reg. Date: OCT 23, 2014

Reg. Time: 14:02:28
Control #: D2649996

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582739G Base Reg. Date: FEB 10, 2012

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Continued on Page 5



Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263956I Reg. Date: OCT 31, 2014
Reg. Time: 08:03:05
Control #: D2719160

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 582739G Base Reg. Date: FEB 10, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 26, 2009 Reg. Length: 9 YEARS
Reg. Time: 14:11:49 Expiry Date: JUN 26, 2018
Base Reg. #: 046784F Control #: B9436834

Block#

S0001 Secured Party: TRINITY HELICOPTERS LIMITED
22 GRENVILLE STREET
ST. HELIER, JERSEY UK JE4 8PX

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 6



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFUVS | | SIKORSKY S76C++ | |

General Collateral:
PURSUANT TO AN OPERATING AGREEMENT DATED AS OF JUNE 12, 2009, AS THE SAME MAY BE MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FUVS AND MANUFACTUER'S SERIAL NUMBER 760547 TOGETHER WITH TWO (2) TURBOMECCA ARRIEL 2S1 ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBERS 20583TEC AND 20644TEC, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME (COLLECTIVELY, THE "AIRCRAFT"). ALL PRESENT AND AFTER-ACQUIRED DATA, MANUALS AND TECHNICAL RECORDS RELATING TO THE AIRCRAFT.
ALL PRESENT AND AFTER-ACQUIRED GOODS CONSISTING OF ACCESSORIES, INSTRUMENTS, COMMUNICATIONS EQUIPMENT, APPURTENANCES, FURNISHINGS, MODULES, COMPONENTS, PARTS OR OTHER EQUIPMENT RELATING TO THE AIRCRAFT.
ALL PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE FOREGOING CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263930I Reg. Date: OCT 31, 2014
Reg. Time: 07:58:23
Control #: D2719096
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 046784F Base Reg. Date: JUN 26, 2009

Continued on Page 7

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 26, 2009 Reg. Length: 9 YEARS
Reg. Time: 14:13:42 Expiry Date: JUN 26, 2018
Base Reg. #: 046788F Control #: B9436768

Block#

S0001 Secured Party: TRINITY HELICOPTERS LIMITED
22 GRENVILLE STREET
ST. HELIER, JERSEY UK JE4 8PX

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFUVU | | SIKORSKY S76C++ | |

General Collateral:
PURSUANT TO AN OPERATING AGREEMENT DATED AS OF JUNE 12, 2009, AS THE SAME MAY BE MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FUVU AND MANUFACTURER'S SERIAL NUMBER 760548 TOGETHER WITH TWO (2) TURBOMECCA ARRIEL 2S1 ENGINES

ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBERS 20641TEC AND 20645TEC, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME (COLLECTIVELY, THE "AIRCRAFT"). ALL PRESENT AND AFTER-ACQUIRED DATA, MANUALS AND TECHNICAL RECORDS RELATING TO THE AIRCRAFT.
ALL PRESENT AND AFTER-ACQUIRED GOODS CONSISTING OF ACCESSORIES, INSTRUMENTS, COMMUNICATIONS EQUIPMENT, APPURTENANCES, FURNISHINGS, MODULES, COMPONENTS, PARTS OR OTHER EQUIPMENT RELATING TO THE AIRCRAFT.
ALL PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE FOREGOING CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY

Continued on Page 8



SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263931I Reg. Date: OCT 31, 2014
Reg. Time: 07:58:35
Control #: D2719100

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 046788F Base Reg. Date: JUN 26, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008) ULC

4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 04, 2011 Reg. Length: 9 YEARS
Reg. Time: 13:27:48 Expiry Date: APR 04, 2020
Base Reg. #: 078299G Control #: D0420676

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DAYRELLS ROAD AT DEIGHTON ROAD
ST. MICHAEL BB BB14030

Continued on Page 9



D0001 Base Debtor: (Business) CHC GLOBAL OPERATIONS CANADA (2008) LTD
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFRSA | | SIKORSKY S76C++ | |
| V0002 | AC | 760691 | | SIKORSKY S76C++ | |

General Collateral:
ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FRSA AND MANUFACTURER'S SERIAL NUMBER 760691 TOGETHER WITH TWO (2) TURBOMECCA ARRIEL 2S2 ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBERS 42234 AND 42124, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME (COLLECTIVELY, THE "AIRCRAFT").
ALL PRESENT AND AFTER-ACQUIRED GOODS CONSISTING OF ACCESSORIES, INSTRUMENTS, COMMUNICATIONS EQUIPMENT, APPURTENANCES, FURNISHINGS, MODULES, COMPONENTS, PARTS OR OTHER EQUIPMENT RELATING TO THE AIRCRAFT.
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH CHC LABUAN INC. OR ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER).
ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE AIRCRAFT OR ANY PARTS THERETO IN ANY CONTRACT OR AGREEMENT BETWEEN THE DEBTOR AND THE MANUFACTURER.
ALL PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE FOREGOING CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES

AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR ANY OF THE FOREGOING PERSONAL PROPERTY TAKEN, DESTROYED OR DAMAGED, AND PROCEEDS OF SUCH TAKING, DESTRUCTION OR DAMAGE (INCLUDING, WITHOUT LIMITATION, REPLACEMENT OR SUBSTITUTE PERSONAL PROPERTY ACQUIRED WITH SUCH PROCEEDS, WHETHER OR NOT OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL PROPERTY.
THE FULL ADDRESS OF THE SECURED PARTY IS DEIGHTON HOUSE, DAYRELLS ROAD AT DEIGHTON ROAD, ST. MICHAEL, BARBADOS, BB14030.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 10

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263932I
Reg. Date: OCT 31, 2014
Reg. Time: 07:59:19
Control #: D2719106
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 078299G
Base Reg. Date: APR 04, 2011

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 27, 2011
Reg. Time: 14:15:05
Base Reg. #: 271147G
Reg. Length: 11 YEARS
Expiry Date: JUL 27, 2022
Control #: D0691314

Block#

S0001 Secured Party: PARILEASE S.A.S.
41, AVENUE DE L'OPERA
PARIS FRAN 75002

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
PURSUANT TO AN ASSIGNMENT OF INSURANCES DATED JULY 21, 2011, ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO, THAT CERTAIN EUROCOPTER EC225 LP HELICOPTER WITH MANUFACTURER'S SERIAL NUMBER 2798 (THE "HELICOPTER"), IN ACCORDANCE WITH THE LEASE SCHEDULE DATED JULY 21, 2011 ENTERED INTO BETWEEN HELIWORLD LEASING LIMITED AND THE SECURED PARTY; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE HELICOPTER BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).

Continued on Page 11



Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263934I Reg. Date: OCT 31, 2014
Reg. Time: 07:59:40
Control #: D2719110
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271147G Base Reg. Date: JUL 27, 2011

Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: DEC 01, 2011 Reg. Length: 11 YEARS
Reg. Time: 14:13:22 Expiry Date: DEC 01, 2022
Base Reg. #: 479066G Control #: D0904102

Block#

S0001 Secured Party: PARILEASE S.A.S.
16, RUE DE HANOVRE
PARIS FRAN 75002

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO, THAT

Continued on Page 12



CERTAIN EUROCOPTER EC225 HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-GMJI AND MANUFACTURER'S SERIAL NUMBER 2801, TOGETHER WITH SUCH ENGINES AS MAY FROM TIME TO TIME BE INSTALLED ON THE ABOVE AIRCRAFT (THE "HELICOPTER"); AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE HELICOPTER BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263937I Reg. Date: OCT 31, 2014
Reg. Time: 08:00:05
Control #: D2719122

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 479066G Base Reg. Date: DEC 01, 2011

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 24, 2012 Reg. Length: 11 YEARS
Reg. Time: 13:07:43 Expiry Date: JUL 24, 2023
Base Reg. #: 864499G Control #: D1296949

Block#

+++ Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELL'S ROAD
ST MICHAEL BARB BB14030

Continued on Page 13



D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008) (Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CGSBN | 2008 | AGUSTA WESTLAND AW139 | |
| V0002 | AC | 31141 | 2008 | AGUSTA WESTLAND AW139 | |
| V0003 | AF | 31141 | 2008 | AGUSTA WESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GSBN AND MANUFACTURER'S SERIAL NUMBER 31141, TOGETHER WITH TWO (2) PRATT AND WHITNEY CANADA PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE-KB0364 AND PCE-KB0371), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS

EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE HELICOPTER BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).
THE FULL ADDRESS OF THE SECURED PARTY IS DEIGHTON HOUSE, DAYRELL'S ROAD AT DEIGHTON ROAD, ST MICHAEL, BARBADOS BB14030.

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 14



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 953052G
Reg. Date: SEP 14, 2012
Reg. Time: 16:15:48
Control #: D1390694
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 864499G Base Reg. Date: JUL 24, 2012

Details Description:
AMEND SECURED PARTY NAME/ADDRESS

Block#

** DELETED **
+++ Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELL'S ROAD
ST MICHAEL BARB BB14030

*** ADDED ***
S0002 Secured Party: CHC HELICOPTERS (MAURITIUS) LIMITED
ROGERS HOUSE, 5 PRESIDENT JOHN
PORT LOUIS MAUR

General Collateral:
*** ADDED ***
THE FULL ADDRESS OF THE SECURED PARTY IS
ROGERS HOUSE, 5 PRESIDENT JOHN KENNEDY STREET, PORT LOUIS, MAURITIUS

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263958I
Reg. Date: OCT 31, 2014
Reg. Time: 08:03:18
Control #: D2719171
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 864499G
Base Reg. Date: JUL 24, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 15



Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 09, 2012
Reg. Length: 11 YEARS
Reg. Time: 14:51:45
Expiry Date: AUG 09, 2023
Base Reg. #: 893485G
Control #: D1320492

Block#

S0001 Secured Party: LEONARDO HELICOPTER (4) LLC
C/O 1100 NORTH MARKET STREET
WILMINGTON DE 19890-1605

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC

4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GSBA AND MANUFACTURER S SERIAL NUMBER 31414 (THE AIRCRAFT ); AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE). ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
THE FULL ADDRESS OF THE SECURED PARTY IS C/O WILMINGTON TRUST COMPANY, 1100 NORTH MARKET STREET, WILMINGTON, DELAWARE 19890-1605, USA.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 16

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263960I
Reg. Date: OCT 31, 2014
Reg. Time: 08:03:28
Control #: D2719183
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 893485G
Base Reg. Date: AUG 09, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008) ULC

4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 12, 2012 Reg. Length: 11 YEARS
Reg. Time: 11:55:50 Expiry Date: SEP 12, 2023
Base Reg. #: 947597G Control #: D1376770

Block#

S0001 Secured Party: LEONARDO HELICOPTER (5) LLC
C/O 1100 NORTH MARKET STREET
WILMINGTON DE 19890-1605

D0001 Base Debtor (Business): CHC GLOBAL OPERATIONS CANADA (2008) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GSBC AND MANUFACTURER'S SERIAL NUMBER 31418 (THE "AIRCRAFT"); AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF OF TITLE). ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL

Continued on Page 17



SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
THE FULL ADDRESS OF THE SECURED PARTY IS C/O WILMINGTON TRUST COMPANY, 1100 NORTH MARKET STREET, WILMINGTON, DELAWARE 19890-1605, USA.

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering

Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263963I
Reg. Date: OCT 31, 2014
Reg. Time: 08:03:40
Control #: D2719218
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 947597G
Base Reg. Date: SEP 12, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: DEC 21, 2012
Reg. Time: 10:40:36
Base Reg. #: 114107H
Reg. Length: 11 YEARS
Expiry Date: DEC 21, 2023
Control #: D1555815

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELLS ROAD
ST. MICHAEL BARB

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 18



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CGUNA | | AGUSTA WESTLAND AW139 | |
| V0002 | AC | 41319 | | AGUSTA WESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH

CANADIAN REGISTRATION MARK C-GUNA AND MANUFACTURER'S SERIAL NUMBER 41319 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) PRATT & WHITNEY PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE-KB1238 AND PCE-KB1210), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
THE FULL ADDRESS OF THE SECURED PARTY IS DEIGHTON HOUSE, DAYRELLS ROAD AT DEIGHTON ROAD, ST. MICHAEL, BARBADOS.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263965I
Reg. Date: OCT 31, 2014
Reg. Time: 08:03:55
Control #: D2719222
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 114107H
Base Reg. Date: DEC 21, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 19



Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 15, 2013 Reg. Length: 11 YEARS
Reg. Time: 08:52:39 Expiry Date: FEB 15, 2024
Base Reg. #: 193325H Control #: D1636271

Block#

S0001 Secured Party: HELIWORLD LEASING LIMITED
NORTH DENES AIRFIELD
NORFOLK ENGL NR30 5TF

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CGUFI | 2012 | AGUSTA WESTLAND AW139 | |
| V0002 | AC | 31458 | 2012 | AGUSTA WESTLAND AW139 | |
| V0003 | AF | 31458 | 2012 | AGUSTA WESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GUFI AND MANUFACTURER'S SERIAL NUMBER 31458 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) PRATT & WHITNEY CANADA PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE-KB1218 AND PCE-KB1195), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS. ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, LICENCES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
THE FULL ADDRESS OF THE SECURED PARTY IS NORTH DENES AIRFIELD, CAISTER ON SEA, GREAT YARMOUTH, NORFOLK, ENGLAND, NR30 5TF.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 20



*** Name/Address Changed on April 2, 2013 to:

Registering

Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263971I
Reg. Date: OCT 31, 2014
Reg. Time: 08:04:18
Control #: D2719229
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 193325H
Base Reg. Date: FEB 15, 2013

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 15, 2013
Reg. Time: 08:53:00
Base Reg. #: 193333H
Reg. Length: 11 YEARS
Expiry Date: FEB 15, 2024
Control #: D1636287

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELL'S ROAD
ST MICHAEL BARB BB14030

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GUFI AND MANUFACTURER'S SERIAL NUMBER 31458 (THE "AIRCRAFT"); AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT

Continued on Page 21



ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT

EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE). ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, LICENCES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
THE FULL ADDRESS OF THE SECURED PARTY IS DEIGHTON HOUSE, DAYRELL'S ROAD AT DEIGHTON ROAD, ST MICHAEL, BARBADOS, BB14030.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263974I
Reg. Date: OCT 31, 2014
Reg. Time: 08:04:30
Control #: D2719234
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 193333H
Base Reg. Date: FEB 15, 2013

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 28, 2013
Reg. Time: 12:04:47
Base Reg. #: 213515H
Reg. Length: 11 YEARS
Expiry Date: FEB 28, 2024
Control #: D1657525

Block#

S0001 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UT 84116

Continued on Page 22

S0002 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELLS ROAD
ST. MICHAEL BARB BB14030

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | C-GUQI | | SIKORSKY S92A | |
| V0002 | AC | 920183 | | SIKORSKY S92A | |
| V0003 | AF | 920183 | | SIKORSKY S92A | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S92A HELICOPTER WITH CANADIAN REGISTRATION MARK C-GUQI AND MANUFACTURER'S SERIAL NUMBER 920183 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 947626 AND 947638), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, LICENCES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.
THE FULL ADDRESS OF SECURED PARTY 0001 IS 260 N. CHARLES LINDBERGH DRIVE MAC: U1240-026 SALT LAKE CITY, UTAH 84116 USA.
THE FULL ADDRESS OF SECURED PARTY 0002 IS DEIGHTON HOUSE, DAYRELLS ROAD AT DEIGHTON ROAD, ST. MICHAEL, BARBADOS, BB14030.

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 23

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC Page: 23

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263977I
Reg. Date: OCT 31, 2014
Reg. Time: 08:04:43
Control #: D2719238
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 213515H Base Reg. Date: FEB 28, 2013

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 24, 2013
Reg. Time: 08:55:18
Base Reg. #: 472865H
Reg. Length: 10 YEARS
Expiry Date: JUL 24, 2023
Control #: D1922191

Block#

S0001 Secured Party: CHC HELICOPTERS (MAURITIUS) LIMITED
10, FRERE FELIX DE VALOIS ST.
PORT LOUIS MAUR

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CGSBA | | AGUSTA WESTLAND AW139 | |
| V0002 | AC | 31414 | | AGUSTA WESTLAND AW139 | |
| V0003 | AF | 31414 | | AGUSTA WESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GSBA AND MANUFACTURER'S SERIAL NUMBER 31414 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) PRATT & WHITNEY PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE KB1029 AND PCE-KB0903), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT,

Continued on Page 24



AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS. ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263979I
Reg. Date: OCT 31, 2014
Reg. Time: 08:04:54
Control #: D2719243
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 472865H Base Reg. Date: JUL 24, 2013

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 24, 2013
Reg. Time: 08:55:29
Base Reg. #: 472866H
Reg. Length: 10 YEARS
Expiry Date: JUL 24, 2023
Control #: D1922202

Block#

S0001 Secured Party: CHC HELICOPTERS (MAURITIUS) LIMITED
10, FRERE FELIX DE VALOIS ST.
PORT LOUIS MAUR

D0001 Base Debtor: (Business) CHC GLOBAL OPERATIONS CANADA (2008) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| V0001 | AC | CGSBC | AGUSTA WESTLAND AW139 |
| V0002 | AC | 31418 | AGUSTA WESTLAND AW139 |
| V0003 | AF | 31418 | AGUSTA WESTLAND AW139 |

Continued on Page 25



General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH PROPOSED CANADIAN REGISTRATION MARK C-GSBC AND MANUFACTURER'S SERIAL NUMBER 31418 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) PRATT & WHITNEY PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE-KB1046 AND PCE-KB1080), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS. ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263981I
Reg. Date: OCT 31, 2014
Reg. Time: 08:05:07
Control #: D2719250
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 472866H Base Reg. Date: JUL 24, 2013

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

*** DISCHARGED ***
Reg. Date: JUN 25, 2014 Reg. Length: 10 YEARS

Reg. Time: 09:11:52 Expiry Date: JUN 25, 2024
Base Reg. #: 035678I Control #: D2495565

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DAYRELLS ROAD AT DEIGHTON ROAD
ST. MICHAELS BARB 14030

Continued on Page 26

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008) (Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|
| V0001 AC | CFRHM | | SIKORSKY HELICOPTER S76C+ | |

General Collateral:
ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR, BOTH LEGAL AND BENEFICIAL, PRESENT AND FUTURE, IN, TO AND UNDER:

.

1. THE AIRCRAFT, IDENTIFIED BY TRANSPORT CANADA REGISTRATION MARK C-FRHM, AND INCLUDING, WITHOUT LIMITATION, THE AIRFRAME, THE ENGINES, THE ROTOR BLADES, THE ROTOR COMPONENTS, THE PARTS AND THE RECORDS, AND ALL OF THE OTHER PROPERTY CONSTITUTING THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, AVIONICS, PARTS AND RECORDS DESCRIBED IN THE AIRCRAFT SUB-LEASE (THE "AIRCRAFT");

.

ALL PROCEEDS OF THE FOREGOING, INCLUDING ALL RELATED GOODS, ACCOUNTS, ASSOCIATED RIGHTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, INTANGIBLES INCLUDING GENERAL INTANGIBLES, LETTERS OF CREDIT, LETTERS OF CREDIT RIGHTS, INVESTMENT PROPERTY, DEPOSIT ACCOUNTS, AND SUPPORTING OBLIGATIONS, INSURANCE PROCEEDS, WARRANTY AND REQUISITION PAYMENTS, AND ALL OTHER CASUALTY AMOUNTS AND OTHER AMOUNTS CONSTITUTING PROCEEDS, AND ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ANY OF THE FOREGOING AND/OR THE AIRCRAFT (INCLUDING, WITHOUT LIMITATION, ALL TAPES, CARDS, COMPUTER PROGRAMS, COMPUTER RUNS AND COMPUTER DATA IN THE POSSESSION OR CONTROL OF THE DEBTOR, ANY COMPUTER SERVICE BUREAU, OR OTHER THIRD PARTY).

.

IN THE FOREGOING GENERAL COLLATERAL DESCRIPTION:

.

"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 5906-210, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 5906, BOTH BETWEEN THE SECURED PARTY AS LESSOR

AND THE DEBTOR AS LESSEE, AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

Continued on Page 27



"AIRFRAME" MEANS ONE (1) SIKORSKY MODEL S76C++ AIRFRAME BEARING MANUFACTURER'S SERIAL NUMBER 760689, BEING (I) THE AIRCRAFT, EXCLUDING THE ENGINES, THE ROTOR BLADES, THE ROTOR COMPONENTS AND THE RECORDS, AND (II) ANY AND ALL PARTS FROM TIME TO TIME INCORPORATED IN, INSTALLED ON OR ATTACHED TO SUCH AIRFRAME AND ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM THE AIRFRAME.

"ENGINE" MEANS (I) EACH OF THE ENGINES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBERS AS FOLLOWS: TWO (2) TURBOMECA MODEL ARRIEL 2S2 ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 42108 AND 42169, AND CURRENTLY INSTALLED ON THE AIRFRAME WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ENGINE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR AN ENGINE LEASED THEREUNDER OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) HEREOF, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ENGINE AND/OR ENGINE OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ENGINE UNLESS SUCH PART IS REPLACED IN ACCORDANCE WITH THE TERMS THEREOF AND TITLE TO THE REPLACEMENT PART HAS VESTED IN THE SECURED PARTY.

"PARTS" MEANS ALL APPLIANCES, AVIONICS, SOFTWARE, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, ACCESSORIES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME, THE ROTOR BLADES, THE ROTOR COMPONENTS OR ANY ENGINE.

"RECORDS" MEANS ANY AND ALL LOGS, MANUALS, CERTIFICATES AND DATA AND INSPECTION, MODIFICATION, MAINTENANCE, ENGINEERING, TECHNICAL AND OVERHAUL

RECORDS (INCLUDING ALL COMPUTERISED DATA, RECORDS AND MATERIALS OF ANY KIND WHATSOEVER) WITH RESPECT TO THE AIRCRAFT.

"ROTOR BLADE" MEANS (I) EACH OF THE ROTOR BLADES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBER AS FOLLOWS: FOUR (4) MAIN ROTOR BLADE ASSEMBLIES BEARING MANUFACTURER'S SERIAL NUMBERS A086-00471, A086-03045, A086-03311 AND

Continued on Page 28



A086-03047 AND ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR BLADE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR A ROTOR BLADE LEASED THEREUNDER OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL ROTOR COMPONENTS AND PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR BLADE OR ANY AND ALL ROTOR COMPONENTS AND PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ROTOR BLADE.

"ROTOR COMPONENTS" MEANS (I) EACH OF THE MAIN ROTOR GEAR BOXES, TAIL ROTOR GEAR BOXES, COMBINING GEARBOXES, TRANSMISSIONS, SERVOS, MAIN AND TAIL ROTOR HEAD COMPONENTS AND OTHER ROTOR COMPONENTS ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR COMPONENT THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR A ROTOR COMPONENT LEASED UNDER THE AIRCRAFT SUB-LEASE OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR COMPONENT OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ROTOR COMPONENT.

THE FULL ADDRESS OF THE SECURED PARTY IS:
DEIGHTON HOUSE, DAYRELL ROAD AT DEIGHTON ROAD, ST. MICHAELS, BB 14030, BARBADOS.

Registering Party: BULL, HOUSSER & TUPPER LLP

SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

Continued on Page 29



*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263984I Reg. Date: OCT 31, 2014
Reg. Time: 08:05:35
Control #: D2719256
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 035678I Base Reg. Date: JUN 25, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- T O T A L D I S C H A R G E ----------

Reg. #: 504199J Reg. Date: AUG 29, 2016
Reg. Time: 11:21:57
Control #: D4002802
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 035678I Base Reg. Date: JUN 25, 2014

Registering

Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 26, 2015 Reg. Length: 11 YEARS
Reg. Time: 12:24:54 Expiry Date: FEB 26, 2026
Base Reg. #: 460644I Control #: D2935238

Block#

S0001 Secured Party: HELIWORLD LEASING LIMITED
NW WING BUSH HOUSE ALDWYCH
LONDON UK WC2B 4EZ

=D0001 Base Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
(Business) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 30



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | 760765 | | SIKORSKY S-76C++ | |
| V0002 | AC | CFZUY | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FZUY AND MANUFACTURER'S SERIAL 760765 TOGETHER WITH TWO (2) TURBOMECA ARRIEL S2S ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42130 AND 42086), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE HELICOPTER BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY

(AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 01, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:08:47 Expiry Date: MAR 01, 2027
Base Reg. #: 142000J Control #: D3616037

Block#

S0001 Secured Party: BNP PARIBAS SA, AS COLLATERAL AGENT
16 BOULEVARD DES ITALIENS
PARIS FRAN 75009

S0002 Secured Party: CHC CAYMAN ABL BORROWER LTD
1 CAPITAL PL 3RD FL,SHEDDEN RD
GRAND CAYMAN CAYM KY1-1110

Continued on Page 31

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

S0003 Secured Party: CHC HELICOPTERS (BARBADOS) SRL
DEIGHTON HOUSE, DAYRELLS ROAD
ST. MICHAELS BARB BB14030

=D0001 Base Debtor (Business): CHC GLOBAL OPERATIONS CANADA (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFNFZ | 2006 | AGUSTAWESTLAND AW139 | |
| V0002 | AC | 31072 | 2006 | AGUSTAWESTLAND AW139 | |
| V0003 | AF | 31072 | 2006 | AGUSTAWESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTAWESTLAND AW139 HELICOPTER WITH CANADIAN REGISTRATION MARK C-FNFZ AND MANUFACTURER'S SERIAL NUMBER 31072, TOGETHER WITH SUCH ENGINES MAY BE INSTALLED ON THE ABOVE AIRCRAFT FROM TIME TO TIME AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR BY ANY

LESSEE OR OPERATOR.
ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, IF ANY, WHICH DEBTOR MAY HAVE AGAINST ANY PERSON IN RESPECT OF THE PROPERTY DESCRIBED ABOVE.
ALL REPRESENTATIONS, WARRANTIES, SERVICE CONTRACTS, INDEMNITIES AND COVENANTS OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE AIRCRAFT IN ANY CONTRACT OR AGREEMENT BETWEEN THE DEBTOR AND SUCH MANUFACTURER OR VENDOR.
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 32

Search Criteria: CHC GLOBAL OPERATIONS CANADA (2008) ULC 

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016
Reg. Time: 14:51:52
Base Reg. #: 182079J
Reg. Length: 11 YEARS
Expiry Date: MAR 22, 2027
Control #: D3670246

Block#

S0001 Secured Party: CHC LEASING (IRELAND) LIMITED
6THFLR,THEBOATHOUSE,BISHOPSST
DUBLIN 8 IRE

=D0001 Base Debtor (Business): CHC GLOBAL OPERATIONS CANADA (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFWOX | | SIKORSKY S-76C++ | |
| V0002 | AC | 760711 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760711 | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FWOX AND MANUFACTURER'S SERIAL NUMBER 760711, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42158 AND 42161), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME

TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").

ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).

ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Continued on Page 33



Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:54:41 Expiry Date: MAR 22, 2027
Base Reg. #: 182106J Control #: D3670961

Block#

S0001 Secured Party: CHC LEASING (IRELAND) LIMITED
6THFLR,THEBOATHOUSE,BISHOPSST
DUBLIN 8 IRE

=D0001 Base Debtor (Business): CHC GLOBAL OPERATIONS CANADA (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| Type | | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFYDD | | SIKORSKY S-76C++ | |
| V0002 | AC | 760743 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760743 | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FYDD AND MANUFACTURER'S SERIAL NUMBER 760743, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).

Continued on Page 34



ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:57:08 Expiry Date: MAR 22, 2027
Base Reg. #: 182129J Control #: D3670287

Block#

S0001 Secured Party: CHC LEASING (IRELAND) LIMITED
6THFLR,THEBOATHOUSE,BISHOPSST
DUBLIN 8 IRE

=D0001 Base Debtor (Business): CHC GLOBAL OPERATIONS CANADA (2008) ULC

4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFRHF | | SIKORSKY S-76C++ | |
| V0002 | AC | 760687 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760687 | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FRHF AND MANUFACTURER'S SERIAL NUMBER 760687, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42048 AND 42368TEC), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN

Continued on Page 35



RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

**********

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on

this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:12:51 AM

422

Return | Send to Mailbox | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: CHC GLOBAL OPERATIONS INTERNATIONAL ULC

**Exact Matches: 8**

Local Print Limit: 999

BSR101 - NO MORE INFORMATION TO DISPLAY

**Debtor Name**

- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC
- CHC GLOBAL OPERATIONS INTERNATIONAL ULC

Display Selection

BC OnLine: PPRS SEARCH RESULT 2016/09/27
Lterm: XPSP0054 For: PK28874 BLAKE CASSELS & GRAYDON 10:12:51

Index: BUSINESS DEBTOR
Search Criteria: CHC GLOBAL OPERATIONS INTERNATIONAL ULC

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010 Reg. Length: 10 YEARS
Reg. Time: 15:33:43 Expiry Date: NOV 16, 2020
Base Reg. #: 866537F Control #: D0270013

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: (Business) CHC GLOBAL OPERATIONS INTERNATIONAL INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT UNDER A CREDIT AGREEMENT AND FOR THE HOLDERS OF CERTAIN HEDGING AND CASH MANAGEMENT OBLIGATIONS.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249329I Reg. Date: OCT 23, 2014
Reg. Time: 13:58:22
Control #: D2649965

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866537F Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 2

Search Criteria: CHC GLOBAL OPERATIONS INTERNATIONAL ULC Page: 2

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264004I Reg. Date: OCT 31, 2014
Reg. Time: 08:09:48
Control #: D2719071
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866537F Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010 Reg. Length: 10 YEARS
Reg. Time: 15:37:26 Expiry Date: NOV 16, 2020
Base Reg. #: 866566F Control #: D0275146

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
(Business) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT FOR THE TRUSTEE AND NOTEHOLDERS UNDER AN INDENTURE.

Registering
Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

Continued on Page 3

Search Criteria: CHC GLOBAL OPERATIONS INTERNATIONAL ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249330I
Reg. Date: OCT 23, 2014
Reg. Time: 13:58:35
Control #: D2649968
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866566F
Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264006I
Reg. Date: OCT 31, 2014
Reg. Time: 08:10:03
Control #: D2719075
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866566F
Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAY 13, 2014 Reg. Length: 10 YEARS
Reg. Time: 15:03:52 Expiry Date: MAY 13, 2024
Base Reg. #: 953808H Control #: D2416762

Block#

Continued on Page 4

Search Criteria: CHC GLOBAL OPERATIONS INTERNATIONAL ULC 

S0001 Secured Party: CAPITAL AVIATION SERVICES B.V.
SCORPUIS 90, 2132 LR
HOOFDDORP NETH

D0001 Base Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
(Business) INC.
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | 2139 / VPCHR | 1985 | AS332L | |

General Collateral:
ALL OF THE DEBTOR S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) EUROCOPTER AS332L AIRFRAME WITH CAYMAN ISLANDS REGISTRATION MARK VP-CHR AND MANUFACTURER S SERIAL NUMBER 2139 (THE AIRCRAFT ), TOGETHER WITH TWO (2) DUAL TURBOMECA MAKILA 1A ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 114 AND 254), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME). ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264008I Reg. Date: OCT 31, 2014
Reg. Time: 08:10:22
Control #: D2719084

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 953808H Base Reg. Date: MAY 13, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 5



Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 09, 2015 Reg. Length: 10 YEARS
Reg. Time: 10:43:01 Expiry Date: NOV 09, 2025
Base Reg. #: 944461I Control #: D3424929

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) SRL
DEIGHTON HOUSE, DAYRELLS RD
ST MICHAEL BARB BB14030

=D0001 Base Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
(Business) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 31070 | | AGUSTA WESTLAND AW139 | |
| V0002 | AF | VPCHP | | AGUSTA WESTLAND AW139 | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) AGUSTAWESTLAND AW139 HELICOPTER WITH MANUFACTURER'S SERIAL NUMBER 31070 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) DUAL PRATT & WHITNEY CANADA PT6C-67C ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS PCE-KB0219 AND PCE-KB0036), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).

ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 6

Search Criteria: CHC GLOBAL OPERATIONS INTERNATIONAL ULC 

********** P P S A , S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 10, 2015
Reg. Time: 14:34:39
Base Reg. #: 773299I
Reg. Length: 11 YEARS
Expiry Date: AUG 10, 2026
Control #: D3255603

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) SRL
DEIGHTON HOUSE, DAYRELL'S ROAD
ST. MICHAEL BARB BB14030

+++ Base Debtor: CHC GLOBAL OPERATIONS (2008) ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | AC | CGLOT | | SIKORSKY S76C++ | |
| V0002 | AC | 760651 | | SIKORSKY S76C++ | |
| V0003 | AF | 760651 | | SIKORSKY S76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-GLOT AND MANUFACTURER'S SERIAL NUMBER 760651 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42057 AND 42020), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 833229I Reg. Date: SEP 10, 2015
Reg. Time: 10:22:57
Control #: D3316969
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 773299I Base Reg. Date: AUG 10, 2015

Continued on Page 7



Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
+++ Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 193295J Reg. Date: MAR 29, 2016
Reg. Time: 15:27:54
Control #: D3662903
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 773299I Base Reg. Date: AUG 10, 2015

Details Description:
AMEND VEHICLE COLLATERAL.
...
DELETE LANGUAGE "CURRENT CANADIAN REGISTRATION MARK C-GLOT"
AND REPLACE WITH LANGUAGE " PREVIOUS CANADIAN REGISTRATION
MARK C-GLOT AND CURRENT CAYMAN REGISTRATION MARK VP-CHM"
Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS CANADA (2008)
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0003 Bus. Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | CGLOT | | SIKORSKY S76C++ | |
| | *** ADDED *** | | | | |
| V0004 | AF | VPCHM | | SIKORSKY S76C++ | |

Continued on Page 8



Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

------- A D D I T I O N O F C O L L A T E R A L / P R O C E E D S ------

Reg. #: 193803J
Reg. Date: MAR 29, 2016
Reg. Time: 16:59:33
Control #: D3685668
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 773299I Base Reg. Date: AUG 10, 2015

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | *** ADDED *** | | | | |
| V0005 | AC | CGLOT | | SIKORSKY S76C++ | |

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 26, 2016
Reg. Time: 12:08:24
Base Reg. #: 501593J
Reg. Length: 10 YEARS
Expiry Date: AUG 26, 2026
Control #: D3999685

Block#

S0001 Secured Party: CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE, DAYRELLS ROAD
ST. MICHAEL BARB BB 14030

=D0001 Base Debtor: CHC GLOBAL OPERATIONS INTERNATIONAL
(Business) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | VPCHN | 2007 | SIKORSKY S76C++ | |

General Collateral:
ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR, BOTH LEGAL AND BENEFICIAL, PRESENT AND FUTURE, IN, TO AND UNDER:

.

1. THE AIRCRAFT, IDENTIFIED BY CAYMAN ISLANDS AIRCRAFT REGISTRATION MARK VP-CHN, AND INCLUDING,
WITHOUT LIMITATION, THE AIRFRAME, THE ENGINES, THE ROTOR BLADES, THE ROTOR COMPONENTS, THE PARTS AND THE RECORDS, AND ALL OF THE OTHER PROPERTY

Continued on Page 9



CONSTITUTING THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, AVIONICS, PARTS AND RECORDS DESCRIBED IN THE AIRCRAFT SUB-LEASE (THE "AIRCRAFT");

.

ALL PROCEEDS OF THE FOREGOING, INCLUDING ALL RELATED GOODS, ACCOUNTS, ASSOCIATED RIGHTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, INTANGIBLES INCLUDING GENERAL INTANGIBLES, LETTERS OF CREDIT, LETTERS OF CREDIT RIGHTS, INVESTMENT PROPERTY, DEPOSIT ACCOUNTS, AND SUPPORTING OBLIGATIONS, INSURANCE PROCEEDS, WARRANTY AND REQUISITION PAYMENTS, AND ALL OTHER CASUALTY AMOUNTS AND OTHER AMOUNTS CONSTITUTING PROCEEDS, AND ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ANY OF THE FOREGOING AND/OR THE AIRCRAFT (INCLUDING, WITHOUT LIMITATION, ALL TAPES, CARDS, COMPUTER PROGRAMS, COMPUTER RUNS AND COMPUTER DATA IN THE POSSESSION OR CONTROL OF THE DEBTOR, ANY COMPUTER SERVICE BUREAU, OR OTHER THIRD PARTY).

.

IN THE FOREGOING GENERAL COLLATERAL DESCRIPTION:

.

"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 5910-210, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 5910, BOTH BETWEEN THE SECURED PARTY AS LESSOR AND THE DEBTOR AS LESSEE, AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

.

"AIRFRAME" MEANS ONE (1) SIKORSKY MODEL S76C++ AIRFRAME BEARING MANUFACTURER'S SERIAL NUMBER 760689, BEING (I) THE AIRCRAFT, EXCLUDING THE ENGINES, THE ROTOR BLADES, THE ROTOR COMPONENTS AND THE RECORDS, AND (II) ANY AND ALL PARTS FROM TIME TO TIME INCORPORATED IN, INSTALLED ON OR ATTACHED TO SUCH AIRFRAME AND ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM THE AIRFRAME.

"ENGINE" MEANS (I) EACH OF THE ENGINES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBERS AS FOLLOWS: TWO (2) TURBOMECA MODEL ARRIEL 2S2 ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 42108 AND 42169, AND CURRENTLY INSTALLED ON THE AIRFRAME WHETHER OR NOT THEREAFTER INSTALLED ON SUCH

Continued on Page 10



AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ENGINE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR AN ENGINE LEASED THEREUNDER OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) HEREOF, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ENGINE AND/OR ENGINE OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ENGINE UNLESS SUCH PART IS REPLACED IN ACCORDANCE WITH THE TERMS THEREOF AND TITLE TO THE REPLACEMENT PART HAS VESTED IN THE SECURED PARTY.

"PARTS" MEANS ALL APPLIANCES, AVIONICS, SOFTWARE, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, ACCESSORIES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME, THE ROTOR BLADES, THE ROTOR COMPONENTS OR ANY ENGINE.

"RECORDS" MEANS ANY AND ALL LOGS, MANUALS, CERTIFICATES AND DATA AND INSPECTION, MODIFICATION, MAINTENANCE, ENGINEERING, TECHNICAL AND OVERHAUL RECORDS (INCLUDING ALL COMPUTERISED DATA, RECORDS AND MATERIALS OF ANY KIND WHATSOEVER) WITH RESPECT TO THE AIRCRAFT.

"ROTOR BLADE" MEANS (I) EACH OF THE ROTOR BLADES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBER AS FOLLOWS: FOUR (4) MAIN ROTOR BLADE

ASSEMBLIES BEARING MANUFACTURER'S SERIAL NUMBERS A086-00471, A086-03045, A086-03311 AND A086-03047 AND ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR BLADE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR A ROTOR BLADE LEASED THEREUNDER OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL ROTOR COMPONENTS AND PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR BLADE OR ANY AND ALL ROTOR COMPONENTS AND PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ROTOR BLADE.

.

"ROTOR COMPONENTS" MEANS (I) EACH OF THE MAIN ROTOR GEAR BOXES, TAIL ROTOR GEAR BOXES, COMBINING

Continued on Page 11



GEARBOXES, TRANSMISSIONS, SERVOS, MAIN AND TAIL ROTOR HEAD COMPONENTS AND OTHER ROTOR COMPONENTS ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR COMPONENT THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE, FOR A ROTOR COMPONENT LEASED UNDER THE AIRCRAFT SUB-LEASE OR OTHERWISE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR COMPONENT OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT SUB-LEASE OR OTHERWISE AFTER REMOVAL FROM SUCH ROTOR COMPONENT.

.

THE COMPLETE ADDRESS OF THE SECURED PARTY IS:
CHC HELICOPTERS (BARBADOS) LIMITED
DEIGHTON HOUSE
DAYRELLS ROAD AT DEIGHTON ROAD
ST. MICHAEL
BB 14030
BARBADOS

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

**********

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:11:29 AM

435

Return | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: CHC GLOBAL OPERATIONS (2008) ULC

➡ **Exact Matches: 4**

Local Print Limit: 999

BSR102 - CLICK APPROPRIATE BUTTON FOR MORE INFORMATION

| | Debtor Name |
|---|---|
| ➡ | CHC GLOBAL OPERATIONS (2008) ULC |
| ➡ | CHC GLOBAL OPERATIONS (2008) ULC |
| ➡ | CHC GLOBAL OPERATIONS (2008) ULC |
| ➡ | CHC GLOBAL OPERATIONS (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
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| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |

Display More Selections

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:11:53 AM

436

Return | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: CHC GLOBAL OPERATIONS (2008) ULC

➡ **Exact Matches: 4**

Local Print Limit: 999

BSR102 - CLICK APPROPRIATE BUTTON FOR MORE INFORMATION

| | Debtor Name |
|---|---|
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
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| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS CANADA (2008) ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |

Display More Selections

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:11:59 AM

437

Return | Send to Mailbox | Help ?
BC OnLine Mailbox

Folio: 00013237000001

Business Name: CHC GLOBAL OPERATIONS (2008) ULC

➪ **Exact Matches: 4**

Local Print Limit: 999

BSR101 - NO MORE INFORMATION TO DISPLAY

| | Debtor Name |
|---|---|
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |
| ☐ | CHC GLOBAL OPERATIONS INTERNATIONAL ULC |

Display Selection

BC OnLine: PPRS SEARCH RESULT 2016/09/27
Lterm: XPSP0054 For: PK28874 BLAKE CASSELS & GRAYDON 10:11:29

Index: BUSINESS DEBTOR
Search Criteria: CHC GLOBAL OPERATIONS (2008) ULC

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010 Reg. Length: 10 YEARS
Reg. Time: 15:34:23 Expiry Date: NOV 16, 2020
Base Reg. #: 866539F Control #: D0270018

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: CHC GLOBAL OPERATIONS (2008) INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT UNDER A CREDIT AGREEMENT AND FOR THE HOLDERS OF CERTAIN HEDGING AND CASH MANAGEMENT OBLIGATIONS.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249333I Reg. Date: OCT 23, 2014
Reg. Time: 14:00:07
Control #: D2649972

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866539F Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS (2008) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 2

Search Criteria: CHC GLOBAL OPERATIONS (2008) ULC Page: 2

Registering Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263925I
Reg. Date: OCT 31, 2014
Reg. Time: 07:55:58
Control #: D2719276
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866539F Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: CHC GLOBAL OPERATIONS (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010
Reg. Time: 15:38:11
Base Reg. #: 866569F
Reg. Length: 10 YEARS
Expiry Date: NOV 16, 2020
Control #: D0275191

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: (Business) CHC GLOBAL OPERATIONS (2008) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT FOR THE TRUSTEE AND NOTEHOLDERS UNDER AN INDENTURE.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

Continued on Page 3

Search Criteria: CHC GLOBAL OPERATIONS (2008) ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249334I
Reg. Date: OCT 23, 2014
Reg. Time: 14:00:39
Control #: D2649976
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866569F
Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: CHC GLOBAL OPERATIONS (2008) INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: CHC GLOBAL OPERATIONS (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263927I
Reg. Date: OCT 31, 2014
Reg. Time: 07:56:15
Control #: D2719287
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866569F
Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: CHC GLOBAL OPERATIONS (2008) ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 4



**********

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:10:27 AM

442

Return | Help ?

Folio: 00013237000001

BC OnLine Mailbox

Business Name: HELI-ONE LEASING ULC

**Exact Matches: 15**

Local Print Limit: 999

BSR102 - CLICK APPROPRIATE BUTTON FOR MORE INFORMATION

| Debtor Name |
|---|
| HELI-ONE LEASING ULC |
| HELI-ONE LEASING ULC |
| HELI-ONE LEASING ULC |
| HELI-ONE LEASING ULC |
| HELI-ONE LEASING ULC |
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Display More Selections

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:10:35 AM

443

Return | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: HELI-ONE LEASING ULC

**Exact Matches: 30**

Local Print Limit: 999

BSR102 - CLICK APPROPRIATE BUTTON FOR MORE INFORMATION

| Debtor Name |
|---|
| HELI-ONE LEASING ULC |
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| HELI-ONE LEASING ULC |
| HELI-ONE LEASING ULC |

Display More Selections

# Personal Property Registry

## Selection List

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

Sep 27, 2016
10:10:43 AM

444

Return | Send to Mailbox | Help ?

BC OnLine Mailbox

Folio: 00013237000001

Business Name: HELI-ONE LEASING ULC

**Exact Matches: 36**

Local Print Limit: 999

BSR101 - NO MORE INFORMATION TO DISPLAY

**Debtor Name**

- HELI-ONE LEASING ULC
- HELI-ONE LEASING ULC
- HELI-ONE LEASING ULC
- HELI-ONE LEASING ULC
- HELI-ONE LEASING ULC
- HELI-ONE LEASING ULC

Display Selection

BC OnLine: PPRS SEARCH RESULT 2016/09/27
Lterm: XPSP0054 For: PK28874 BLAKE CASSELS & GRAYDON 10:10:27

Index: BUSINESS DEBTOR

Search Criteria: HELI-ONE LEASING ULC

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010 Reg. Length: 10 YEARS
Reg. Time: 15:33:14 Expiry Date: NOV 16, 2020
Base Reg. #: 866536F Control #: D0269995

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFYPO | 1983 | EUROCOPTER AS332L | |
| V0002 | AC | 2077 | 1983 | EUROCOPTER AS332L | |
| +++ | AF | GPUME | 1983 | EUROCOPTER AS332L | |
| +++ | AF | 2091 | 1983 | EUROCOPTER AS332L | |

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT UNDER A CREDIT AGREEMENT AND FOR THE HOLDERS OF CERTAIN HEDGING AND CASH MANAGEMENT OBLIGATIONS.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 388022H Reg. Date: JUN 06, 2013
Reg. Time: 08:56:54
Control #: D1830913

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866536F Base Reg. Date: NOV 16, 2010

Details Description:
ADDITION OF 3 AIRCRAFTS.
1) 2005 MARK XA-UQS SERIAL 760581 SIKORKY HELICOPTER S76C+
2) 2005 MARK PR-BGQ SERIAL 760598 SIKORKY HELICOPTER S76C+
3) 2008 MARK HS-HTW SERIAL 760724 SIKORKY HELICOPTER S76C+

Continued on Page 2

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0005 | *** ADDED *** AF | 760581 | 2005 | SIKORKY HELICOPTER S76C+ | |
| V0006 | *** ADDED *** AF | XAUQS | 2005 | SIKORKY HELICOPTER S76C+ | |
| V0007 | *** ADDED *** AF | 760598 | 2005 | SIKORKY HELICOPTER S76C+ | |
| V0008 | *** ADDED *** AF | PRBGQ | 2005 | SIKORKY HELICOPTER S76C+ | |
| +++ | *** ADDED *** AF | 760724 | 2008 | SIKORKY HELICOPTER S76C+ | |
| +++ | *** ADDED *** AF | HSHTW | 2008 | SIKORKY HELICOPTER S76C+ | |

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 391172H
Reg. Date: JUN 07, 2013
Reg. Time: 13:20:11
Control #: D1839526

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866536F Base Reg. Date: NOV 16, 2010

Details Description:
TO AMEND VEHICLE COLLATERAL SECTION

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | ** DELETED ** AF | GPUME | 1983 | EUROCOPTER AS332L | |
| +++ | ** DELETED ** AF | 2091 | 1983 | EUROCOPTER AS332L | |

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- P A R T I A L D I S C H A R G E ----------

Reg. #: 634434H
Reg. Date: OCT 29, 2013
Reg. Time: 11:19:56
Control #: D2088920

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866536F Base Reg. Date: NOV 16, 2010

Continued on Page 3



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AF | 760724 | 2008 | SIKORKY HELICOPTER S76C+ | |
| | ** DELETED ** | | | | |
| +++ | AF | HSHTW | 2008 | SIKORKY HELICOPTER S76C+ | |

General Collateral:
** DELETED **
3) 2008 MARK HS-HTW SERIAL 760724 SIKORKY HELICOPTER S76C+

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249325I
Reg. Date: OCT 23, 2014
Reg. Time: 13:56:38
Control #: D2649957
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866536F Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010
Reg. Time: 15:37:07
Base Reg. #: 866562F
Reg. Length: 10 YEARS
Expiry Date: NOV 16, 2020
Control #: D0275144

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED
8 CANADA SQUARE

LONDON UK E14 5HQ

Continued on Page 4

Search Criteria: HELI-ONE LEASING ULC 

+++ Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFYPO | 1983 | EUROCOPTER AS332L | |
| V0002 | AC | 2077 | 1983 | EUROCOPTER AS332L | |
| +++ | AF | GPUME | 1983 | EUROCOPTER AS332L | |
| +++ | AF | 2091 | 1983 | EUROCOPTER AS332L | |

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT FOR THE TRUSTEE AND NOTEHOLDERS UNDER AN INDENTURE.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 388023H
Reg. Date: JUN 06, 2013
Reg. Time: 08:57:14
Control #: D1831039
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866562F Base Reg. Date: NOV 16, 2010

Details Description:
ADDITION OF 3 AIRCRAFTS.
1) 2005 MARK XA-UQS SERIAL 760581 SIKORKY HELICOPTER S76C+
2) 2005 MARK PR-BGQ SERIAL 760598 SIKORKY HELICOPTER S76C+
3) 2008 MARK HS-HTW SERIAL 760724 SIKORKY HELICOPTER S76C+

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | *** ADDED *** | | | | |
| V0005 | AF | 760581 | 2005 | SIKORKY HELICOPTER S76C+ | |
| | *** ADDED *** | | | | |
| V0006 | AF | XAUQS | 2005 | SIKORKY HELICOPTER S76C+ | |
| | *** ADDED *** | | | | |
| V0007 | AF | 760598 | 2005 | SIKORKY HELICOPTER S76C+ | |
| | *** ADDED *** | | | | |
| V0008 | AF | PRBGQ | 2005 | SIKORKY HELICOPTER S76C+ | |
| | *** ADDED *** | | | | |

+++ AF 760724 2008 SIKORKY HELICOPTER S76C+
*** ADDED ***
+++ AF HSHTW 2008 SIKORKY HELICOPTER S76C+

Continued on Page 5



Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 391171H
Reg. Date: JUN 07, 2013
Reg. Time: 13:19:54
Control #: D1839524

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866562F Base Reg. Date: NOV 16, 2010

Details Description:
TO AMEND VEHICLE COLLATERAL SECTION

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|
| ** DELETED ** | | | | |
| +++ AF | GPUME | 1983 | EUROCOPTER AS332L | |
| ** DELETED ** | | | | |
| +++ AF | 2091 | 1983 | EUROCOPTER AS332L | |

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- P A R T I A L D I S C H A R G E ----------

Reg. #: 634432H
Reg. Date: OCT 29, 2013
Reg. Time: 11:19:45
Control #: D2088947

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866562F Base Reg. Date: NOV 16, 2010

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|
| ** DELETED ** | | | | |
| +++ AF | 760724 | 2008 | SIKORKY HELICOPTER S76C+ | |
| ** DELETED ** | | | | |
| +++ AF | HSHTW | 2008 | SIKORKY HELICOPTER S76C+ | |

General Collateral:

** DELETED **
3) 2008 MARK HS-HTW SERIAL 760724 SIKORKY HELICOPTER S76C+

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 6



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249326I
Reg. Date: OCT 23, 2014
Reg. Time: 13:57:05
Control #: D2649961
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866562F Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 14, 2009 Reg. Length: 9 YEARS
Reg. Time: 10:49:42 Expiry Date: JAN 14, 2018
Base Reg. #: 782209E Control #: B9135390

Block#

S0001 Secured Party: SPAREBANK 1 SR-FINANS AS
PETROLEUMSVN 6, BOX 114 FORUM
STAVANGER NORW 4065

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|

V0001 AC LNOPX EUROCOPTER AS332L1

General Collateral:
ONE (1) EUROCOPTER AS332L1 HELICOPTER WITH CURRENT NORWEGIAN REGISTRATION MARK LN-OPX AND MANUFACTURER'S SERIAL NUMBER 9009 TOGETHER WITH TURBOMECCA MAKILA 1A1 ENGINES WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED

Continued on Page 7



FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264009I
Reg. Date: OCT 31, 2014
Reg. Time: 08:10:54
Control #: D2719314
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 782209E Base Reg. Date: JAN 14, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering

Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 20, 2009 Reg. Length: 9 YEARS
Reg. Time: 14:52:13 Expiry Date: JAN 20, 2018
Base Reg. #: 791567E Control #: B9173700

Block#

S0001 Secured Party: BANK OF SCOTLAND PLC
THE MOUND
EDINBURGH SCOT EH1 1YZ

Continued on Page 8



D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | HSHTE | | SIKORSKY S76C++ | |

General Collateral:
ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT THAI REGISTRATION MARK HS-HTE AND MANUFACTURER'S SERIAL NUMBER 760706 TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 42165 AND 42202 WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264011I
Reg. Date: OCT 31, 2014
Reg. Time: 08:11:17
Control #: D2719320
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 791567E
Base Reg. Date: JAN 20, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

Continued on Page 9

Search Criteria: HELI-ONE LEASING ULC



*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 30, 2009
Reg. Time: 08:42:51
Base Reg. #: 806750E
Reg. Length: 9 YEARS
Expiry Date: JAN 30, 2018
Control #: B9186589

Block#

+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | HSHTP | | SIKORSKY S76C++ | |

General Collateral:
ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT THAI REGISTRATION MARK HS-HTP AND MANUFACTURER'S SERIAL NUMBER 760697 TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 42177 AND 42186 WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY

REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 10



*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 598353G
Reg. Date: FEB 21, 2012
Reg. Time: 14:31:48
Control #: D0591303

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 806750E Base Reg. Date: JAN 30, 2009

Details Description:
SECURED PARTY NAME/ADDRESS CHANGE.
...
ADD VEHICLE COLLATERAL.

Block#

** DELETED **
+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

*** ADDED ***
S0002 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|

*** ADDED ***
V0002 AF 760697 SIKORSKY S76C++
*** ADDED ***
V0003 AF HSHTP SIKORSKY S76C++

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264013I
Reg. Date: OCT 31, 2014
Reg. Time: 08:11:27
Control #: D2719323
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 806750E
Base Reg. Date: JAN 30, 2009

Continued on Page 11



Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 23, 2009
Reg. Time: 15:51:07
Base Reg. #: 092095F
Reg. Length: 9 YEARS
Expiry Date: JUL 23, 2018
Control #: B9482301
Block#

S0001 Secured Party: BANK OF SCOTLAND PLC
THE MOUND
EDINBURGH SCOT EH1 1YZ

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFZSZ | | SIKORSKY S76C++ | |

General Collateral:
ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FZSZ AND MANUFACTURER'S SERIAL NUMBER 760731 TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 42247 AND 42248, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 12

Search Criteria: HELI-ONE LEASING ULC



*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264020I
Reg. Date: OCT 31, 2014
Reg. Time: 08:13:10
Control #: D2719354

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 092095F
Base Reg. Date: JUL 23, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 23, 2009 Reg. Length: 9 YEARS
Reg. Time: 15:55:38 Expiry Date: JUL 23, 2018
Base Reg. #: 092110F Control #: B9483143

Block#

S0001 Secured Party: BANK OF SCOTLAND PLC
THE MOUND
EDINBURGH SCOT EH1 1YZ

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| Type | | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFXFK | | SIKORSKY S76C++ | |
| V0002 | AC | PRCHQ | | SIKORSKY S76C++ | |

Continued on Page 13



General Collateral:
ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FXFK AND RESERVED BRAZILIAN REGISTRATION MARK PR-CHQ, MANUFACTURER'S SERIAL NUMBER 760734, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 42253 AND 42254 WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264022I
Reg. Date: OCT 31, 2014
Reg. Time: 08:13:20
Control #: D2719356
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 092110F
Base Reg. Date: JUL 23, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 14



Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 25, 2009
Reg. Time: 09:45:05
Base Reg. #: 194422F
Reg. Length: 9 YEARS
Expiry Date: SEP 25, 2018
Control #: B9584152

Block#

+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | HSHTJ | | SIKORSKY S76C++ | |

General Collateral:
PURSUANT TO A LEASE AGREEMENT DATED APRIL 28, 2006 AND LEASE SCHEDULE DATED FEBRUARY 17, 2009, AS THE SAME MAY BE MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, ONE (1) SIKORSKY S76C++ HELICOPTER WITH THAI REGISTRATION MARK HS-HTJ AND MANUFACTURER'S SERIAL NUMBER 760720 TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 42223 AND 42225, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR BY ANY LESSEE OR OPERATOR.
ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, IF ANY, WHICH DEBTOR MAY HAVE AGAINST ANY PERSON IN RESPECT OF THE PROPERTY DESCRIBED ABOVE. ALL REPRESENTATIONS, WARRANTIES, SERVICE CONTRACTS, INDEMNITIES AND COVENANTS OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE AIRCRAFT IN ANY CONTRACT OR AGREEMENT BETWEEN THE DEBTOR AND SUCH MANUFACTURER OR VENDOR.
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Continued on Page 15



Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 598371G
Reg. Date: FEB 21, 2012
Reg. Time: 14:34:00
Control #: D0591310
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 194422F Base Reg. Date: SEP 25, 2009

Details Description:
SECURED PARTY NAME/ADDRESS CHANGE.
...
ADD VEHICLE COLLATERAL.

Block#

** DELETED **
+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

*** ADDED ***
S0002 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | *** ADDED *** | | | | |
| V0002 | AF | 760720 | | SIKORSKY S76C++ | |
| | *** ADDED *** | | | | |
| V0003 | AF | HSHTJ | | SIKORSKY S76C++ | |

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 16



*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264023I
Reg. Date: OCT 31, 2014
Reg. Time: 08:13:31
Control #: D2719360
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 194422F Base Reg. Date: SEP 25, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 25, 2009 Reg. Length: 9 YEARS
Reg. Time: 14:23:32 Expiry Date: SEP 25, 2018
Base Reg. #: 195487F Control #: B9583944

Block#

S0001 Secured Party: PARILEASE S.A.S.
41 AVENUE DE L'OPERA
PARIS FRAN 75002

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | GCHCW | | AGUSTA WESTLAND AW139 | |

General Collateral:
ONE (1) AGUSTA WESTLAND AW139 HELICOPTER WITH UNITED KINGDOM REGISTRATION MARK G-CHCW AND MANUFACTURER'S SERIAL NUMBER 31072 TOGETHER WITH SUCH ENGINES AS MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE

Continued on Page 17



AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR

UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR
OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.
ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, IF ANY, WHICH DEBTOR
MAY HAVE AGAINST ANY PERSON IN RESPECT OF THE PROPERTY DESCRIBED
ABOVE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264024I
Reg. Date: OCT 31, 2014
Reg. Time: 08:13:41
Control #: D2719364
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 195487F
Base Reg. Date: SEP 25, 2009

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 18

Search Criteria: HELI-ONE LEASING ULC



********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 23, 2008
Reg. Time: 15:46:39
Base Reg. #: 496106E
Reg. Length: 9 YEARS
Expiry Date: JUL 23, 2017
Control #: B8870562

Block#

S0001 Secured Party: NATIONAL AUSTRALIA BANK LIMITED
88 WOOD STREET

LONDON ENGL EC2V 7QQ

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | GCHCV | | AUGUSTA WESTLAND AW139 | |

General Collateral:
ONE (1) AUGUSTA WESTLAND AW139 HELICOPTER WITH CURRENT UNITED KINGDOM REGISTRATION MARK G-CHCV AND MANUFACTURER'S SERIAL NUMBER 41005 TOGETHER WITH PRATT AND WHITNEY CANADA PT6C-67C ENGINES WITH MANUFACTURER'S SERIAL NUMBERS PCE-KB0222 AND PCE-KB0229 WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 19



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404641F
Reg. Date: FEB 10, 2010
Reg. Time: 14:40:25
Control #: B9801540

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 496106E Base Reg. Date: JUL 23, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264028I Reg. Date: OCT 31, 2014
Reg. Time: 08:14:27
Control #: D2719380

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 496106E Base Reg. Date: JUL 23, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 20



********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 21, 2008 Reg. Length: 9 YEARS

Reg. Time: 12:02:55 Expiry Date: JUL 21, 2017
Base Reg. #: 490273E Control #: B8864149

Block#

+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
PURSUANT TO A PRE-LEASE AGREEMENT DATED MARCH 31, 2008
ONE (1) SIKORSKY S76C++ HELICOPTER WITH MANUFACTURER'S
SERIAL NUMBER 760711 TOGETHER WITH TWO (2) TURBOMECA
ARRIEL 2S2 ENGINES WITH MANUFACTURER'S SERIAL NUMBERS
42208 AND 42209, WHETHER OR NOT ANY OF SUCH ENGINES MAY
FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND
INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY
FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL
MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL
PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES,
INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES
AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404660F Reg. Date: FEB 10, 2010
Reg. Time: 14:42:59
Control #: B9801530
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 490273E Base Reg. Date: JUL 21, 2008

Continued on Page 21

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 598271G
Reg. Date: FEB 21, 2012
Reg. Time: 14:24:08
Control #: D0589596
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 490273E
Base Reg. Date: JUL 21, 2008

Details Description:
SECURED PARTY NAME/ADDRESS CHANGE.
...
ADD VEHICLE COLLATERAL.
Block#

** DELETED **
+++ Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

*** ADDED ***
S0002 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| *** ADDED *** | | | | | |
| V0001 | AF | | PRCHM | SIKORSKY S76C++ | |

Continued on Page 22

Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|
| *** ADDED *** | | | | |
| V0002 AF | | 760711 | SIKORSKY S76C++ | |

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264036I Reg. Date: OCT 31, 2014
Reg. Time: 08:15:33
Control #: D2719401
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 490273E Base Reg. Date: JUL 21, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 25, 2008 Reg. Length: 9 YEARS
Reg. Time: 11:38:52 Expiry Date: APR 25, 2017
Base Reg. #: 322787E Control #: B8691672

Block#

+++ Secured Party: ALLIANCE AND LEICESTER COMMERCIAL
FINANCE PLC
298 DEANSGATE
MANCHESTER ENGL M6D 3AL

+++ Secured Party: TRINITY HELICOPTERS (NO. 2) LIMITED
22 GRENVILLE STREET
ST HELIER JERS JE4 9PX

Continued on Page 23

Search Criteria: HELI-ONE LEASING ULC Page: 23

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | GCHCM | | EUROCOPTER EC225 | |

General Collateral:
ONE (1) EUROCOPTER EC225 HELICOPTER WITH CURRENT UNITED KINGDOM REGISTRATION MARK G-CHCM AND MANUFACTURER'S SERIAL NUMBER 2675 TOGETHER WITH TURBOMECA MAKILA 2A ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 1122 AND 1108, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404663F Reg. Date: FEB 10, 2010
Reg. Time: 14:43:14
Control #: B9801483

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 322787E Base Reg. Date: APR 25, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

Continued on Page 24

Search Criteria: HELI-ONE LEASING ULC



*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 145734G
Reg. Date: MAY 13, 2011
Reg. Time: 16:19:41
Control #: D0548771
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 322787E
Base Reg. Date: APR 25, 2008

Details Description:
AMENDMENT OF GENERAL COLLATERAL DESCRIPTION
Block#

** DELETED **
+++ Secured Party: ALLIANCE AND LEICESTER COMMERCIAL
FINANCE PLC
298 DEANSGATE
MANCHESTER ENGL M6D 3AL

** DELETED **
+++ Secured Party: TRINITY HELICOPTERS (NO. 2) LIMITED
22 GRENVILLE STREET
ST HELIER JERS JE4 9PX

*** ADDED ***
S0003 Secured Party: SPAREBANK 1 SR-FINANS AS
PETROLEUMSVN 6
FORUS STAV 4065

Continued on Page 25



General Collateral:
** DELETED **
ONE (1) EUROCOPTER EC225 HELICOPTER WITH CURRENT UNITED KINGDOM REGISTRATION MARK G-CHCM AND MANUFACTURER'S SERIAL NUMBER 2675 TOGETHER WITH TURBOMECA MAKILA 2A ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 1122 AND 1108, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.
*** ADDED ***
ONE (1) EUROCOPTER EC225 HELICOPTER WITH CURRENT UNITED KINGDOM REGISTRATION MARK G-CHCM AND MANUFACTURER'S SERIAL NUMBER 2675 TOGETHER WITH TURBOMECA MAKILA 2A ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 1136 AND 1105, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264037I
Reg. Date: OCT 31, 2014
Reg. Time: 08:15:42
Control #: D2719404

PPRSSearchResult.txt
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 322787E Base Reg. Date: APR 25, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

Continued on Page 26

Search Criteria: HELI-ONE LEASING ULC



*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 27, 2008 Reg. Length: 9 YEARS
Reg. Time: 11:49:06 Expiry Date: JUN 27, 2017
Base Reg. #: 449907E Control #: B8822964

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
IFSC HOUSE, IFSC
DUBLIN 1 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | LN0MF | | EUROCOPTER AS332L | |

General Collateral:
ONE (1) EUROCOPTER AS332L HELICOPTER WITH CURRENT NORWEGIAN REGISTRATION MARK LN-OMF AND MANUFACTURER'S SERIAL NUMBER 2067 TOGETHER WITH TURBOMECA MAKILA 1A ENGINES WITH MANUFACTURER'S SERIAL NUMBERS 220 AND 193, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering

Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 27



*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404666F Reg. Date: FEB 10, 2010
Reg. Time: 14:43:28
Control #: B9801509
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 449907E Base Reg. Date: JUN 27, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

PPRSSearchResult.txt

Reg. #: 264039I Reg. Date: OCT 31, 2014
Reg. Time: 08:15:56
Control #: D2719405
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 449907E Base Reg. Date: JUN 27, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

Continued on Page 28

Search Criteria: HELI-ONE LEASING ULC 

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 04, 2008 Reg. Length: 9 YEARS
Reg. Time: 15:41:42 Expiry Date: APR 04, 2017
Base Reg. #: 282867E Control #: B8644404

Block#

S0001 Secured Party: BANK OF SCOTLAND PLC
THE MOUND
EDINBURGH SCOT EH1 1YZ

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | LNOQF | | SIKORSKY S-92A | |

General Collateral:
ONE (1) SIKORSKY S-92A HELICOPTER WITH NORWEGIAN REGISTRATION MARK LN-OQF, MANUFACTURER'S SERIAL NUMBER 920056; AND TWO (2) GENERAL ELECTRIC CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS GE-E947333 AND GE-E947338, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM

TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS)
PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND
REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE
BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 29



*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404672F Reg. Date: FEB 10, 2010
Reg. Time: 14:44:32
Control #: B9801450
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 282867E Base Reg. Date: APR 04, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering

Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264045I
Reg. Date: OCT 31, 2014
Reg. Time: 08:17:33
Control #: D2719470
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 282867E
Base Reg. Date: APR 04, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

Continued on Page 30



*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 07, 2008
Reg. Time: 15:21:38
Base Reg. #: 286006E
Reg. Length: 9 YEARS
Expiry Date: APR 07, 2017
Control #: B8645336

Block#

S0001 Secured Party: BANK OF SCOTLAND PLC
THE MOUND
EDINBURGH SCOT EH1 1YZ

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CGOHC | | SIKORSKY S-92A | |

General Collateral:
ONE (1) SIKORSKY S-92A HELICOPTER WITH CANADIAN REGISTRATION MARK C-GOHC, MANUFACTURER'S SERIAL NUMBER 920057; AND TWO (2) GENERAL ELECTRIC CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS GE-E947347 AND GE-E947332, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND

INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 31



*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404674F Reg. Date: FEB 10, 2010
Reg. Time: 14:44:48
Control #: B9801473
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 286006E Base Reg. Date: APR 07, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264046I
Reg. Date: OCT 31, 2014
Reg. Time: 08:17:47
Control #: D2719471
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 286006E
Base Reg. Date: APR 07, 2008

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

Continued on Page 32



*** ADDED ***

=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 27, 2008
Reg. Time: 09:22:43
Base Reg. #: 263882E
Reg. Length: 9 YEARS
Expiry Date: MAR 27, 2017
Control #: B8629868

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FL
DUBLIN 2 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | GCGMU | | SIKORSKY S92A | |

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER WITH UNITED KINGDOM REGISTRATION MARK G-CGMU, MANUFACTURER'S SERIAL NUMBER 920034; AND TWO (2) GENERAL ELECTRIC CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS GE-E947286 AND GE-E947289, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCE MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE. THE COMPLETE ADDRESS OF THE SECURED PARTY IS: RBS AEROSPACE LIMITED, 1 GEORGE'S QUAY PLAZA, 3RD FLOOR, GEORGE'S QUAY, DUBLIN 2, IRELAND.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 33



*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404676F
Reg. Date: FEB 10, 2010
Reg. Time: 14:45:03
Control #: B9801448
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 263882E
Base Reg. Date: MAR 27, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***

D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264049I Reg. Date: OCT 31, 2014
Reg. Time: 08:19:10
Control #: D2719481
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 263882E Base Reg. Date: MAR 27, 2008

Continued on Page 34



Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 16, 2008 Reg. Length: 9 YEARS
Reg. Time: 09:50:38 Expiry Date: JAN 16, 2017
Base Reg. #: 138690E Control #: B8500978
Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FLR
DUBLIN 2 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC.
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | G-CGOC | | SIKORSKY S92A | |

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER WITH UNITED KINGDOM REGISTRATION MARK G-CGOC, MANUFACTURER'S SERIAL NUMBER 920051; AND TWO (2) GENERAL ELECTRIC CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS GE-E947305 AND GE-E947322, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCES MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 35



*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404680F Reg. Date: FEB 10, 2010
Reg. Time: 14:45:49
Control #: B9801430
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 138690E Base Reg. Date: JAN 16, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264052I Reg. Date: OCT 31, 2014
Reg. Time: 08:20:02
Control #: D2719510
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 138690E Base Reg. Date: JAN 16, 2008

Continued on Page 36



Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 10, 2007 Reg. Length: 9 YEARS
Reg. Time: 14:54:49 Expiry Date: SEP 10, 2016

Base Reg. #: 906210D Control #: B8261828

*** This registration has expired.

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FLR
DUBLIN 2 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER, MANUFACTURER SERIAL NUMBER 920051, TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, CHATTEL PAPER AND MONEY.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 37



*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404695F
Reg. Date: FEB 10, 2010
Reg. Time: 14:47:56
Control #: B9801406
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906210D
Base Reg. Date: SEP 10, 2007

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

*** ADDED ***

D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264073I
Reg. Date: OCT 31, 2014
Reg. Time: 08:27:18
Control #: D2719554
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906210D
Base Reg. Date: SEP 10, 2007

Continued on Page 38



Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET

VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 16, 2008 Reg. Length: 9 YEARS
Reg. Time: 09:50:12 Expiry Date: JAN 16, 2017
Base Reg. #: 138688E Control #: B8499811

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FLR
DUBLIN 2 IRE

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC.
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | G-SARC | | SIKORSKY S92A HELICOPTER | |

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER WITH UNITED KINGDOM REGISTRATION MARK G-SARC, MANUFACTURER'S SERIAL NUMBER 920052; AND TWO (2) GENERAL ELECTRIC CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS GE-E947266 AND GE-E947310, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR THEREUNDER AND ALL CLAIMS, RIGHTS AND REMEDIES OF THE DEBTOR UNDER ANY ASSIGNMENT OF INSURANCES MADE BY ANY LESSEE OR OPERATOR AS ASSIGNOR AND THE DEBTOR AS ASSIGNEE.

Registering Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 39



*** Name/Address Changed on January 5, 2011 to:

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404706F
Reg. Date: FEB 10, 2010
Reg. Time: 14:49:22
Control #: B9801429
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 138688E
Base Reg. Date: JAN 16, 2008

Details Description:
ADD DEBTOR NAME/ADDRESS.
Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264082I
Reg. Date: OCT 31, 2014
Reg. Time: 08:28:15
Control #: D2719618
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 138688E
Base Reg. Date: JAN 16, 2008

Continued on Page 40



Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0003 Bus. Debtor: HELI-ONE LEASING ULC

4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 10, 2007 Reg. Length: 9 YEARS
Reg. Time: 14:44:21 Expiry Date: SEP 10, 2016
Base Reg. #: 906189D Control #: B8261803
*** This registration has expired.

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FLR
DUBLIN 2 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER, MANUFACTURER SERIAL NUMBER 920052, TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, CHATTEL PAPER AND MONEY.

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

Continued on Page 41



*** Name/Address Changed on January 5, 2011 to:

Registering

Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404707F
Reg. Date: FEB 10, 2010
Reg. Time: 14:49:34
Control #: B9801405

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906189D
Base Reg. Date: SEP 10, 2007

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

*** ADDED ***

D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264083I
Reg. Date: OCT 31, 2014
Reg. Time: 08:28:26
Control #: D2719622

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906189D
Base Reg. Date: SEP 10, 2007

Continued on Page 42

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 ARAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 10, 2007 Reg. Length: 9 YEARS
Reg. Time: 14:32:57 Expiry Date: SEP 10, 2016
Base Reg. #: 906167D Control #: B8261677

*** This registration has expired.

Block#

S0001 Secured Party: RBS AEROSPACE LIMITED
1 GEORGE'S QUAY PLAZA, 3RD FLR
DUBLIN 2 IREL

D0001 Base Debtor: CHC HELICOPTERS INTERNATIONAL INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | GEE947286 | | GENERAL ELECTRIC CT78A | |
| V0002 | AC | GEE947289 | | GENERAL ELECTRIC CT78A | |

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER, MANUFACTURER SERIAL NUMBER 920034, TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES, MANUFACTURER SERIAL NUMBERS GE-E947286 AND GE-E947289, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRFRAME AND ALL MANUALS AND TECHNICAL RECORDS AND RELATED PARTS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT"). PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, CHATTEL PAPER AND MONEY.

Continued on Page 43

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 404709F Reg. Date: FEB 10, 2010
Reg. Time: 14:49:53
Control #: B9801404
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906167D Base Reg. Date: SEP 10, 2007

Details Description:
ADD DEBTOR NAME/ADDRESS.

Block#

*** ADDED ***
D0002 Bus. Debtor: HELI-ONE LEASING INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: FRASER MILNER CASGRAIN LLP
1040 WEST GEORGIA ST,STE 1500
VANCOUVER BC V6E 4H8

*** Name/Address Changed on January 5, 2011 to:

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 44

Search Criteria: HELI-ONE LEASING ULC Page: 44

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264085I
Reg. Date: OCT 31, 2014
Reg. Time: 08:28:38
Control #: D2719626
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 906167D Base Reg. Date: SEP 10, 2007

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0003 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 21, 2012
Reg. Time: 10:21:41
Base Reg. #: 597199G
Reg. Length: 5 YEARS
Expiry Date: FEB 21, 2017
Control #: D1024377

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | PRCHJ | | SIKORSKY S-76C+ | |
| V0002 | AF | 760674 | | SIKORSKY S-76C+ | |

General Collateral:
ONE (1) SIKORSKY S-76C+ HELICOPTER WITH CURRENT BRAZILIAN REGISTRATION MARK PR-CHJ AND MANUFACTURER'S SERIAL NUMBER 760674 TOGETHER WITH ALL ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT AND, SO LONG AS SUCH ENGINES ARE SUBJECT TO A LIEN IN FAVOUR OF THE SECURED PARTY, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY

Continued on Page 45



FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264160I
Reg. Date: OCT 31, 2014
Reg. Time: 08:54:55
Control #: D2721600
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 597199G
Base Reg. Date: FEB 21, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 21, 2012
Reg. Time: 10:24:35
Base Reg. #: 597206G
Reg. Length: 5 YEARS
Expiry Date: FEB 21, 2017
Control #: D1024415

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 46

Search Criteria: HELI-ONE LEASING ULC 

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | PRCHP | | SIKORSKY S-76C+ | |
| V0002 | AF | 760743 | | SIKORSKY S-76C+ | |

General Collateral:
ONE (1) SIKORSKY S-76C+ HELICOPTER WITH CURRENT BRAZILIAN REGISTRATION MARK PR-CHP AND MANUFACTURER'S SERIAL NUMBER 760743 TOGETHER WITH ALL ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT AND, SO LONG AS SUCH ENGINES ARE SUBJECT TO A LIEN IN FAVOUR OF THE SECURED PARTY, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264163I
Reg. Date: OCT 31, 2014
Reg. Time: 08:55:11
Control #: D2719832

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 597206G Base Reg. Date: FEB 21, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE

RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 47

Search Criteria: HELI-ONE LEASING ULC



********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 21, 2012 Reg. Length: 5 YEARS
Reg. Time: 10:26:30 Expiry Date: FEB 21, 2017
Base Reg. #: 597215G Control #: D1024472

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
3 PRINCESS WAY
REDHILL, SURREY ENGL RH1 1NP

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | PRBGC | | SIKORSKY S-76C+ | |
| V0002 | AF | 760601 | | SIKORSKY S-76C+ | |

General Collateral:
ONE (1) SIKORSKY S-76C+ HELICOPTER WITH CURRENT BRAZILIAN REGISTRATION MARK PR-BGC AND MANUFACTURER'S SERIAL NUMBER 760601 TOGETHER WITH ALL ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT AND, SO LONG AS SUCH ENGINES ARE SUBJECT TO A LIEN IN FAVOUR OF THE SECURED PARTY, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264166I
Reg. Date: OCT 31, 2014
Reg. Time: 08:55:25
Control #: D2719839
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 597215G
Base Reg. Date: FEB 21, 2012

Continued on Page 48

Search Criteria: HELI-ONE LEASING ULC



Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 06, 2012
Reg. Time: 15:07:54
Base Reg. #: 621175G
Reg. Length: 9 YEARS
Expiry Date: MAR 06, 2021
Control #: D1037424

Block#

S0001 Secured Party: AE HELICOPTER (7) LIMITED
CLARENDON HOUSE, 2 CHURCH ST.
HAMILTON BERM HM11

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 31042 | | AGUSTA WESTLAND AB139 | |
| V0002 | AF | GCHCT | | AGUSTA WESTLAND AB139 | |

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN AND TO ONE (1) AGUSTA WESTLAND AB139 HELICOPTER WITH CURRENT UK REGISTRATION MARK G-CHCT AND MANUFACTURER'S SERIAL NUMBER 31042 TOGETHER WITH TWO (2) PRATT & WHITNEY CANADA PT6C-67C ENGINES, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT AND THAT MEETS THE SECURED PARTY'S REQUIREMENTS FOR A REPLACEMENT ENGINE, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE

INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT"). ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE

Continued on Page 49



DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR BY ANY LESSEE OR OPERATOR.
ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, IF ANY, WHICH DEBTOR MAY HAVE AGAINST ANY PERSON IN RESPECT OF THE PROPERTY DESCRIBED ABOVE.
ALL REPRESENTATIONS, WARRANTIES, SERVICE CONTRACTS, INDEMNITIES AND COVENANTS OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO THE AIRCRAFT IN ANY CONTRACT OR AGREEMENT BETWEEN THE DEBTOR AND SUCH MANUFACTURER OR VENDOR.
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264167I
Reg. Date: OCT 31, 2014
Reg. Time: 08:55:37
Control #: D2719847

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 621175G
Base Reg. Date: MAR 06, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP

PPRSSearchResult.txt
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 06, 2012 Reg. Length: 9 YEARS
Reg. Time: 15:09:24 Expiry Date: MAR 06, 2021
Base Reg. #: 621176G Control #: D1037470

Block#

S0001 Secured Party: AE HELICOPTER (8) LIMITED
CLARENDON HOUSE, 2 CHURCH ST.
HAMILTON BERM HM11

Continued on Page 50

Search Criteria: HELI-ONE LEASING ULC



D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 31046 | | AGUSTA WESTLAND AB139 | |
| V0002 | AF | GCHCP | | AGUSTA WESTLAND AB139 | |

General Collateral:
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN AND TO ONE (1) AGUSTA WESTLAND AB139 HELICOPTER WITH CURRENT UK REGISTRATION MARK G-CHCP AND MANUFACTURER S SERIAL NUMBER 31046 TOGETHER WITH TWO (2) PRATT & WHITNEY CANADA PT6C-67C ENGINES, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT AND THAT MEETS THE SECURED PARTY'S REQUIREMENTS FOR A REPLACEMENT ENGINE, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ANY LEASE OR OPERATING AGREEMENT PERTAINING TO THE AIRCRAFT AND MADE WITH ANY LESSEE OR OPERATOR FROM TIME TO TIME (INCLUDING THE DEBTOR'S RIGHT TO COMPEL PERFORMANCE BY THE LESSEE OR OPERATOR OF ITS OBLIGATIONS THEREUNDER) AND ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE TO THE DEBTOR BY ANY LESSEE OR OPERATOR.
ALL RIGHTS, CLAIMS AND CAUSES OF ACTION, IF ANY, WHICH DEBTOR MAY HAVE AGAINST ANY PERSON IN RESPECT OF THE PROPERTY DESCRIBED ABOVE.
ALL REPRESENTATIONS, WARRANTIES, SERVICE CONTRACTS, INDEMNITIES AND COVENANTS OF ANY MANUFACTURER OR VENDOR OF AND WITH RESPECT TO

THE AIRCRAFT IN ANY CONTRACT OR AGREEMENT BETWEEN THE DEBTOR AND SUCH MANUFACTURER OR VENDOR.
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

Continued on Page 51

Search Criteria: HELI-ONE LEASING ULC



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264169I
Reg. Date: OCT 31, 2014
Reg. Time: 08:55:50
Control #: D2719860
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 621176G
Base Reg. Date: MAR 06, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: SEP 05, 2012
Reg. Time: 09:50:21
Base Reg. #: 934641G
Reg. Length: 11 YEARS
Expiry Date: SEP 05, 2023
Control #: D1369119

Block#

S0001 Secured Party: LLOYDS TSB GENERAL LEASING (NO. 20) LIMITED
7TH FLOOR, 33 OLD BROAD STREET
LONDON ENGL EC2N 1HZ

D0001 Base Debtor: HELI-ONE LEASING INC
(Business) 4740 AGAR DRIVE

RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 920060 | 2007 | SIKORSKY S92A | |
| V0002 | AF | GWNSH | 2007 | SIKORSKY S92A | |

General Collateral:
ONE (1) SIKORSKY S92A HELICOPTER WITH CURRENT UK REGISTRATION MARK G-WNSH AND MANUFACTURER'S SERIAL NUMBER 920060, TOGETHER WITH TWO (2) CT7-8A GENERAL ELECTRIC ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-E974221 AND GE-E947350) AND WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY

Continued on Page 52



FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME) (THE "AIRCRAFT").
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: FRASER MILNER CASGRAIN LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

*** Name/Address Changed on April 2, 2013 to:

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 264170I
Reg. Date: OCT 31, 2014
Reg. Time: 08:56:09
Control #: D2719867
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 934641G
Base Reg. Date: SEP 05, 2012

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE LEASING ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: FEB 26, 2015 Reg. Length: 11 YEARS
Reg. Time: 12:30:16 Expiry Date: FEB 26, 2026
Base Reg. #: 460661I Control #: D2935267

Block#

S0001 Secured Party: BANK OF UTAH, AS OWNER TRUSTEE
200 E SOUTH TEMPLE, STE 210
SALT LAKE CITY UTAH 84111

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 53

Search Criteria: HELI-ONE LEASING ULC 

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | 760765 | | SIKORSKY S-76C++ | |
| V0002 | AC | CFZUY | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FZUY AND MANUFACTURER'S SERIAL NUMBER 760765 TOGETHER WITH TWO (2) TURBOMECA ARRIEL S2S ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42130 AND 42086), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATEION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE HELICOPTER BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO

BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:35:45 Expiry Date: AUG 10, 2026
Base Reg. #: 773309I Control #: D3255581

Block#

S0001 Secured Party: WAYPOINT ASSET CO 6 LIMITED
8 RIVERPOINT, BISHOPS QUAY
LIMERICK IREL

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 54



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 760764 | | SIKORSKY S76C++ | |
| V0002 | AF | VPCHD | | SIKORSKY S76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S76C++ HELICOPTER WITH CURRENT CAYMAN ISLANDS REGISTRATION MARK VP-CHD AND MANUFACTURER'S SERIAL NUMBER 760764 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42165 AND 42312TEC), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...

ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:38:03 Expiry Date: AUG 10, 2026
Base Reg. #: 773332I Control #: D3255573

Block#

S0001 Secured Party: BANK OF UTAH, AS OWNER TRUSTEE
200 EAST SOUTH TEMPLE, STE 210
SALT LAKE CITY UT 84111-1346

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 920113 | | SIKORSKY S-92A | |
| V0002 | AF | PRCHS | | SIKORSKY S-92A | |

Continued on Page 55



General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT BRAZILIAN REGISTRATION MARK PR-CHS AND MANUFACTURER'S SERIAL NUMBER 920113 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-947542 AND GE-947473), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:38:35 Expiry Date: AUG 10, 2026
Base Reg. #: 773337I Control #: D3255562

Block#

S0001 Secured Party: BANK OF UTAH, AS OWNER TRUSTEE
200 EAST SOUTH TEMPLE, STE 210
SALT LAKE CITY UT 84111-1346

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 920112 | | SIKORSKY S-92A | |
| V0002 | AF | PRCHR | | SIKORSKY S-92A | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT BRAZILIAN REGISTRATION MARK PR-CHR AND MANUFACTURER'S SERIAL NUMBER 920112 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL

Continued on Page 56



NUMBERS GE-E947274 AND GE-E947311), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A  S E C U R I T Y  A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:39:30 Expiry Date: AUG 10, 2026
Base Reg. #: 773345I Control #: D3255553

Block#

S0001 Secured Party: WAYPOINT ASSET CO 3 LIMITED
8 RIVERPOINT, BISHOPS QUAY
LIMERICK IREL

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 920110 | | SIKORSKY S-92A | |
| V0002 | AF | LNOQJ | | SIKORSKY S-92A | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT NORWEGIAN REGISTRATION MARK LN-OQJ AND MANUFACTURER'S SERIAL NUMBER 920110 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-E947388 AND GE-E947470), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE

Continued on Page 57



AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A  S E C U R I T Y  A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:40:15 Expiry Date: AUG 10, 2026
Base Reg. #: 773356I Control #: D3255515

Block#

+++ Secured Party: WAYPOINT ASSET COMPANY NUMBER 1
(IRELAND) LIMITED
8 RIVERPOINT, BISHOPS QUAY
LIMERICK IREL

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | 920095 | | SIKORSKY S-92A | |
| V0002 | AF | LNOQG | | SIKORSKY S-92A | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT NORWEGIAN REGISTRATION MARK LN-OQG AND MANUFACTURER'S SERIAL NUMBER 920095 (THE "AIRCRAFT") TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-E947312 AND GE-E947436), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS,

Continued on Page 58



CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- S E C U R E D P A R T Y T R A N S F E R ----------

Reg. #: 202325J Reg. Date: APR 01, 2016

PPRSSearchResult.txt

Reg. Time: 15:47:56
Control #: D3694175

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 773356I Base Reg. Date: AUG 10, 2015

Block#

** DELETED **
+++ Secured Party: WAYPOINT ASSET COMPANY NUMBER 1
(IRELAND) LIMITED
8 RIVERPOINT, BISHOPS QUAY
LIMERICK IREL

*** ADDED ***
S0002 Secured Party: WAYPOINT ASSET CO 8 LIMITED
8 RIVERPOINT, BISHOPS QUAY
LIMERICK IREL

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:49:36 Expiry Date: MAR 22, 2027
Base Reg. #: 182056J Control #: D3670218

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
135 BISHOPSGATE
LONDON UK EC2M 3UR

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFWOX | | SIKORSKY S-76C++ | |
| V0002 | AC | 760711 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760711 | | SIKORSKY S-76C++ | |

Continued on Page 59

Search Criteria: HELI-ONE LEASING ULC



General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FWOX AND MANUFACTURER'S SERIAL NUMBER 760711, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42158 AND 42161), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND

COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:53:34 Expiry Date: MAR 22, 2027
Base Reg. #: 182096J Control #: D3670848

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
135 BISHOPSGATE
LONDON UK EC2M 3UR

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFYDD | | SIKORSKY S-76C++ | |

Continued on Page 60



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0002 | AC | 760743 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760743 | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT

CANADIAN REGISTRATION MARK C-FYDD AND MANUFACTURER'S SERIAL NUMBER 760743, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT, WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAR 22, 2016 Reg. Length: 11 YEARS
Reg. Time: 14:55:54 Expiry Date: MAR 22, 2027
Base Reg. #: 182121J Control #: D3670323

Block#

S0001 Secured Party: LOMBARD NORTH CENTRAL PLC
135 BISHOPSGATE
LONDON UK EC2M 3UR

=D0001 Base Debtor: HELI-ONE LEASING ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 61



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | CFRHF | | SIKORSKY S-76C++ | |
| V0002 | AC | 760687 | | SIKORSKY S-76C++ | |
| V0003 | AF | 760687 | | SIKORSKY S-76C++ | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN OR TO ONE (1) SIKORSKY S-76C++ HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FRHF AND MANUFACTURER'S SERIAL NUMBER 760687, TOGETHER WITH TWO (2) TURBOMECA ARRIEL 2S2 ENGINES, ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS 42048 AND 42368TEC), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS (THE "AIRCRAFT").
ALL OF THE PRESENT AND FUTURE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN ALL MONEYS (INCLUDING INSURANCE PROCEEDS) PAYABLE IN RESPECT OF (A) ANY AND ALL POLICIES AND CONTRACTS OF INSURANCE AND REINSURANCE (OTHER THAN THE PUBLIC LIABILITY INSURANCE) FROM TIME TO TIME TAKEN OUT OR MAINTAINED BY THE DEBTOR IN RESPECT OF, OR IN RELATION TO THE AIRCRAFT; AND (B) ANY REQUISITION OF TITLE OR OTHER COMPULSORY ACQUISITION, REQUISITION, APPROPRIATION, EXPROPRIATION, DEPRIVATION OR CONFISCATION FOR ANY REASON OF THE AIRCRAFT BY ANY GOVERNMENT ENTITY OR OTHER COMPETENT AUTHORITY, WHETHER DE JURE OR DE FACTO (BUT EXCLUDING REQUISITION FOR USE OR HIRE NOT INVOLVING REQUISITION OF TITLE).
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL, AND ALL PROCEEDS THEREOF CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED FROM TIME TO TIME).

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

**********

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

# Personal Property Registry

For: [ PK28874 ] [ BLAKE CASSELS & GRAYDON ]

## Selection List

Sep 27, 2016
10:11:20 AM

509

Return | Send to Mailbox | Help ?

Folio: 00013237000001

BC OnLine Mailbox

Business Name: HELI-ONE CANADA ULC

**Exact Matches: 13**

Local Print Limit: 999

BSR101 - NO MORE INFORMATION TO DISPLAY

**Debtor Name**

- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
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- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC
- HELI-ONE CANADA ULC

Display Selection

BC OnLine: PPRS SEARCH RESULT 2016/09/27
Lterm: XPSP0054 For: PK28874 BLAKE CASSELS & GRAYDON 10:11:20

Index: BUSINESS DEBTOR

Search Criteria: HELI-ONE CANADA ULC

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010 Reg. Length: 10 YEARS
Reg. Time: 15:36:50 Expiry Date: NOV 16, 2020
Base Reg. #: 866559F Control #: D0275132

Block#

S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: HELI-ONE CANADA INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | PPMHM | 1991 | SIKORSKY S76C | |
| V0002 | AF | 760376 | 1991 | SIKORSKY S76C | |
| +++ | AF | P4CHC | 2008 | AGUSTA AW139 | |
| +++ | AF | 31141 | 2008 | AGUSTA AW139 | |
| +++ | AC | CFRHM | 2007 | SIKORSKY S76C++ | |
| V0006 | AC | 760689 | 2007 | SIKORSKY S76C++ | |

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT FOR THE TRUSTEE AND NOTEHOLDERS UNDER AN INDENTURE.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 869280G Reg. Date: JUL 26, 2012
Reg. Time: 12:22:59
Control #: D1118827

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866559F Base Reg. Date: NOV 16, 2010

Details Description:
PARTIAL DISCHARGE

Continued on Page 2

Search Criteria: HELI-ONE CANADA ULC Page: 2

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AF | P4CHC | 2008 | AGUSTA AW139 | |
| | ** DELETED ** | | | | |
| +++ | AF | 31141 | 2008 | AGUSTA AW139 | |

Registering Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- P A R T I A L D I S C H A R G E ----------

Reg. #: 060839I
Reg. Date: JUL 09, 2014
Reg. Time: 10:18:58
Control #: D2526154
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866559F Base Reg. Date: NOV 16, 2010

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | CFRHM | 2007 | SIKORSKY S76C++ | |

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 3

Search Criteria: HELI-ONE CANADA ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249309I
Reg. Date: OCT 23, 2014
Reg. Time: 13:51:07
Control #: D2649948
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866559F
Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: HELI-ONE CANADA INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263902I
Reg. Date: OCT 31, 2014
Reg. Time: 07:44:54
Control #: D2718848
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866559F
Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: NOV 16, 2010
Reg. Time: 15:32:53
Base Reg. #: 866535F
Reg. Length: 10 YEARS
Expiry Date: NOV 16, 2020
Control #: D0269944

Block#

Continued on Page 4

Search Criteria: HELI-ONE CANADA ULC



S0001 Secured Party: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
8 CANADA SQUARE
LONDON UK E14 5HQ

+++ Base Debtor: HELI-ONE CANADA INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AF | PPMHM | 1991 | SIKORSKY S76C | |
| V0002 | AF | 760376 | 1991 | SIKORSKY S76C | |
| +++ | AF | P4CHC | 2008 | AGUSTA AW139 | |
| +++ | AF | 31141 | 2008 | AGUSTA AW139 | |
| +++ | AC | CFRHM | 2007 | SIKORSKY S76C++ | |
| V0006 | AC | 760689 | 2007 | SIKORSKY S76C++ | |

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE SECURED PARTY IS ACTING IN ITS OWN CAPACITY AND IN ITS CAPACITY AS AGENT UNDER A CREDIT AGREEMENT AND FOR THE HOLDERS OF CERTAIN HEDGING AND CASH MANAGEMENT OBLIGATIONS.

Registering Party: BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC V7X 1L3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 869275G
Reg. Date: JUL 26, 2012
Reg. Time: 12:21:49
Control #: D1118751
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866535F Base Reg. Date: NOV 16, 2010

Details Description:
PARTIAL DISCHARGE

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AF | P4CHC | 2008 | AGUSTA AW139 | |
| | ** DELETED ** | | | | |
| +++ | AF | 31141 | 2008 | AGUSTA AW139 | |

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

Continued on Page 5



---------- P A R T I A L D I S C H A R G E ----------

Reg. #: 060829I
Reg. Date: JUL 09, 2014
Reg. Time: 10:17:53
Control #: D2526107
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866535F Base Reg. Date: NOV 16, 2010

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | CFRHM | 2007 | SIKORSKY S76C++ | |

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 249322I
Reg. Date: OCT 23, 2014
Reg. Time: 13:54:44
Control #: D2649929
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866535F Base Reg. Date: NOV 16, 2010

Details Description:
TO REFLECT THE NAME CHANGE OF THE DEBTOR.

Block#

** DELETED **
+++ Bus. Debtor: HELI-ONE CANADA INC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 6



*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: BLAKE, CASSELS & GRAYDON LLP
4000-199 BAY STREET
TORONTO ON M5L 1A9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263901I Reg. Date: OCT 31, 2014
Reg. Time: 07:44:01
Control #: D2718841
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 866535F Base Reg. Date: NOV 16, 2010

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
D0003 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 02, 2014 Reg. Length: 5 YEARS
Reg. Time: 14:00:03 Expiry Date: APR 02, 2019
Base Reg. #: 880454H Control #: D2341746

Block#

S0001 Secured Party: CANON CANADA INC.
175 BLOOR ROAD EAST
TORONTO ON M4W 3R9

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) 4740 AGAR DRIVE

RICHMOND BC V7B 1A3

General Collateral:
ALL GOODS OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF TWENTY THREE (23) CANON COPIERS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON AND ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.
PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS

Continued on Page 7



INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

Registering Party: CANON CANADA INC.
175 BLOOR ROAD EAST
TORONTO ON M4W 3R9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263908I
Reg. Date: OCT 31, 2014
Reg. Time: 07:48:13
Control #: D2719022
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 880454H
Base Reg. Date: APR 02, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 09, 2014
Reg. Time: 14:48:33
Base Reg. #: 893313H
Reg. Length: 5 YEARS
Expiry Date: APR 09, 2019
Control #: D2354954

Block#

S0001 Secured Party: CANON BUSINESS SOLUTIONS
3450 SUPERIOR COURT, UNIT 1
OAKVILLE ON L6L 0C4

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) 4300 80TH STREET
DELTA BC V4K 3N3

General Collateral:
ALL GOODS OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF TWENTY SIX(26) CANON COPIERS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON AND ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED

Continued on Page 8



COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

Registering
Party: CANON BUSINESS SOLUTIONS
3450 SUPERIOR COURT, UNIT 1
OAKVILLE ON L6L 0C4

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263909I
Reg. Date: OCT 31, 2014
Reg. Time: 07:48:38
Control #: D2719024
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 893313H Base Reg. Date: APR 09, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4300 80TH STREET
DELTA BC V4K 3N3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: APR 09, 2014
Reg. Time: 14:48:43
Base Reg. #: 893314H
Reg. Length: 5 YEARS
Expiry Date: APR 09, 2019
Control #: D2354956

Block#

S0001 Secured Party: CANON BUSINESS SOLUTIONS
3450 SUPERIOR COURT, UNIT 1
OAKVILLE ON L6L 0C4

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

General Collateral:
ALL GOODS OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF THIRD PARTY SOFTWARE, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON AND ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF

Continued on Page 9



ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

Registering Party: CANON BUSINESS SOLUTIONS
3450 SUPERIOR COURT, UNIT 1
OAKVILLE ON L6L 0C4

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263910I Reg. Date: OCT 31, 2014
Reg. Time: 07:48:50
Control #: D2719029
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 893314H Base Reg. Date: APR 09, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: MAY 06, 2014 Reg. Length: 10 YEARS
Reg. Time: 14:30:13 Expiry Date: MAY 06, 2024
Base Reg. #: 941180H Control #: D2394627

Block#

S0001 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UTAH 84116

D0001 Base Debtor: HELI-ONE CANADA INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 10



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | AF | N216Y | | SIKORSKY HELICOPTER S-92A | |

General Collateral:
ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR, BOTH LEGAL AND BENEFICIAL, PRESENT AND FUTURE, IN, TO AND UNDER:

.

1. THE AIRCRAFT, IDENTIFIED BY UNITED STATES REGISTRATION NUMBER N216Y, AND INCLUDING, WITHOUT LIMITATION, THE AIRFRAME, THE ENGINES, THE APU, THE COMPONENTS AND THE RECORDS, AND ALL OF THE OTHER PROPERTY CONSTITUTING THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, AVIONICS, PARTS AND RECORDS DESCRIBED IN THE AIRCRAFT LEASE (THE "AIRCRAFT");

.

2. THE AIRCRAFT SUB-LEASE, AND ALL PRESENT AND FUTURE SUBLEASES AND ANY OTHER AGREEMENTS OF ANY KIND WHATSOEVER RELATING TO THE AIRCRAFT OR ANY PART THEREOF, GRANTED OR TO BE GRANTED BY THE DEBTOR AS LESSOR FROM TIME TO TIME, AND ALL RENT, CHARTER PAYMENTS, REIMBURSEMENTS AND OTHER DISBURSEMENTS, REMITTANCES OR OTHER AMOUNTS PAYABLE WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ALL RENT AND OTHER AMOUNTS CONSTITUTING ASSOCIATED RIGHTS ASSOCIATED WITH THE AIRCRAFT; AND

.

ALL PROCEEDS OF THE FOREGOING, INCLUDING ALL RELATED GOODS, ACCOUNTS, ASSOCIATED RIGHTS, CHATTEL PAPER,

DOCUMENTS, INSTRUMENTS, INTANGIBLES INCLUDING GENERAL INTANGIBLES, LETTERS OF CREDIT, LETTERS OF CREDIT RIGHTS, INVESTMENT PROPERTY, DEPOSIT ACCOUNTS, AND SUPPORTING OBLIGATIONS, INSURANCE PROCEEDS, WARRANTY AND REQUISITION PAYMENTS, AND ALL OTHER CASUALTY AMOUNTS AND OTHER AMOUNTS CONSTITUTING PROCEEDS, AND ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ANY OF THE FOREGOING AND/OR THE AIRCRAFT (INCLUDING, WITHOUT LIMITATION, ALL TAPES, CARDS, COMPUTER PROGRAMS, COMPUTER RUNS AND COMPUTER DATA IN THE POSSESSION OR CONTROL OF THE DEBTOR, ANY COMPUTER SERVICE BUREAU, OR OTHER THIRD PARTY).

.

IN THE FOREGOING GENERAL COLLATERAL DESCRIPTION:

.

"AIRCRAFT LEASE" MEANS THE AIRCRAFT LEASE AGREEMENT RELATING TO THE AIRCRAFT DATED FEBRUARY 21, 2014 BETWEEN THE SECURED PARTY AS LESSOR AND CHC HELICOPTERS (BARBADOS) LIMITED AS LESSEE, AS AMENDED AND NOVATED BY A NOVATION AGREEMENT AMONG THE SECURED PARTY, CHC HELICOPTERS (BARBADOS) LIMITED AND THE DEBTOR AS REPLACEMENT

Continued on Page 11



LESSEE, AS THE SAID AGREEMENT MAY BE FURTHER AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED, AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

.

"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1506-100, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 1506, BOTH BETWEEN THE DEBTOR AND CHC HELICOPTERS CANADA INC., AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

.

"AIRFRAME" MEANS ONE (1) SIKORSKY MODEL S-92A AIRFRAME BEARING MANUFACTURER'S SERIAL NUMBER 920216, BEING (I) THE AIRCRAFT, EXCLUDING THE ENGINES, APU, COMPONENTS AND RECORDS AND (II) ANY AND ALL PARTS FROM TIME TO TIME INCORPORATED IN, INSTALLED ON OR ATTACHED TO SUCH AIRFRAME AND ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT

LEASE AFTER REMOVAL FROM THE AIRFRAME.

"APU" MEANS THE HONEYWELL 3800728-2 AUXILIARY POWER UNIT BEING MANUFACTURER'S SERIAL NUMBER P366, OR ANY REPLACEMENT AUXILIARY POWER UNIT INSTALLED IN ACCORDANCE WITH THE AIRCRAFT LEASE.

"COMPONENT" ANY COMPONENT PART, SUB ASSEMBLY, ASSEMBLY, MECHANICAL OR AVIONIC OF AN AIRCRAFT UP TO AND INCLUDING A COMPLETE POWER PLANT AND OPERATIONAL AND EMERGENCY EQUIPMENT INSTALLED ON THE AIRCRAFT AS DETAILED IN THE AIRCRAFT ILLUSTRATED PARTS CATALOGUE AND ASSOCIATED SUPPLEMENTS WHICH SHALL INCLUDE, FOR THE AVOIDANCE OF ANY DOUBT, THE PARTS, THE ROTOR BLADES AND THE ROTOR COMPONENTS.

"ENGINE" MEANS (I) EACH OF THE ENGINES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBERS AS FOLLOWS: TWO (2) GENERAL ELECTRIC MODEL CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 947711 AND 947714, AND CURRENTLY INSTALLED ON THE AIRFRAME WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME;

Continued on Page 12



(II) ANY ENGINE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR AN ENGINE LEASED THEREUNDER; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) HEREOF, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ENGINE AND/OR ENGINE OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ENGINE UNLESS SUCH PART IS REPLACED IN ACCORDANCE WITH THE TERMS OF THE AIRCRAFT LEASE AND TITLE TO THE REPLACEMENT PART HAS VESTED IN THE SECURED PARTY.

"PARTS" MEANS ALL APPLIANCES, AVIONICS, SOFTWARE, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, ACCESSORIES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME, THE APU, THE COMPONENTS OR ANY ENGINE.

"RECORDS" MEANS ANY AND ALL LOGS, MANUALS, CERTIFICATES AND DATA AND INSPECTION, MODIFICATION, MAINTENANCE, ENGINEERING, TECHNICAL AND OVERHAUL RECORDS (INCLUDING ALL COMPUTERISED DATA, RECORDS AND MATERIALS OF ANY KIND WHATSOEVER) WITH RESPECT TO THE AIRCRAFT.

"ROTOR BLADE" MEANS (I) EACH OF THE ROTOR BLADES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBER AS FOLLOWS: FOUR (4) MAIN ROTOR BLADE ASSEMBLIES BEARING MANUFACTURER'S SERIAL NUMBERS A044-01067, A044-01068, A044-01069 AND A044-01070 AND ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR BLADE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR A ROTOR BLADE LEASED UNDER THE AIRCRAFT LEASE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL ROTOR COMPONENTS AND PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR BLADE OR ANY AND ALL ROTOR COMPONENTS AND PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ROTOR BLADE.

.

"ROTOR COMPONENTS" MEANS (I) EACH OF THE MAIN ROTOR GEAR BOXES, TAIL ROTOR GEAR BOXES, COMBINING GEARBOXES, TRANSMISSIONS, SERVOS, MAIN AND TAIL ROTOR HEAD COMPONENTS AND OTHER ROTOR COMPONENTS ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER

Continued on Page 13



AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR COMPONENT THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR A ROTOR COMPONENT LEASED UNDER THE AIRCRAFT LEASE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR COMPONENT OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ROTOR COMPONENT.

.

THE SECURED PARTY HOLDS THE SECURITY INTEREST NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE.

.

THE COMPLETE ADDRESS OF THE SECURED PARTY IS:
WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
260 N. CHARLES LINDBERGH DRIVE, MAC U1240-026,
SALT LAKE CITY, UTAH, 84116.

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 955728H
Reg. Date: MAY 14, 2014
Reg. Time: 11:04:59
Control #: D2405849
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 941180H Base Reg. Date: MAY 06, 2014

Details Description:
AMEND THE SERIAL NUMBER OF THE VEHICLE COLLATERAL
FROM "N216Y" (WHICH IS THE UNITED STATES REGISTRATION
NUMBER) TO "C-FBXY" (WHICH IS THE CANADIAN DEPARTMENT

Continued on Page 14



OF TRANSPORT NUMBER).
.
AMEND LINES 1 AND 2 OF PARAGRAPH 1 OF THE GENERAL COLLATERAL
DESCRIPTION.

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AF | N216Y | | SIKORSKY HELICOPTER S-92A | |
| | *** ADDED *** | | | | |
| +++ | AC | CFBXY | | SIKORSKY HELICOPTER S-92A | |

General Collateral:
** DELETED **
LINES 1 TO 2 OF PARAGRAPH 1 OF THE GENERAL COLLATERAL
DESCRIPTION READING AS FOLLOWS ARE DELETED:
.
"1. THE AIRCRAFT, IDENTIFIED BY UNITED STATES
REGISTRATION NUMBER N216Y,"
.
AND REPLACED WITH LINES 1 TO 2 SET FORTH UNDER GENERAL COLLATERAL

"ADDED".
*** ADDED ***
"1. THE AIRCRAFT, IDENTIFIED BY CANADIAN DEPARTMENT
OF TRANSPORT NUMBER C-FBXY,"

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 15



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 043223I Reg. Date: JUN 30, 2014
Reg. Time: 08:23:14
Control #: D2507210
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 941180H Base Reg. Date: MAY 06, 2014

Details Description:
ADDITION OF WELLS FARGO BANK, NATIONAL ASSOCIATION
AS A SECURED PARTY.
.
WELLS FARGO BANK, NATIONAL ASSOCIATION HOLDS
THE SECURITY INTEREST AS COLLATERAL AGENT
FOR ITSELF AND FOR CERTAIN OTHER LENDERS.
.
THE COMPLETE ADDRESS OF THE SECURED PARTY,
WELLS FARGO BANK, NATIONAL ASSOCIATION IS:

260 NORTH CHARLES LINDBERGH DRIVE
SALT LAKE CITY, UTAH 84116
MAC U1240-026, USA.

Block#

*** ADDED ***
+++ Secured Party: WELLS FARGO BANK, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UT 84116

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 16

Search Criteria: HELI-ONE CANADA ULC



---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263911I
Reg. Date: OCT 31, 2014
Reg. Time: 07:49:01
Control #: D2719031
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 941180H
Base Reg. Date: MAY 06, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE

RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 467637I
Reg. Date: MAR 03, 2015
Reg. Time: 09:15:57
Control #: D2873084
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 941180H
Base Reg. Date: MAY 06, 2014

Details Description:
DELETION OF SECURED PARTY, WELLS FARGO BANK,
NATIONAL ASSOCIATION.

Block#

** DELETED **
+++ Secured Party: WELLS FARGO BANK, NATIONAL
ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UT 84116

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 17



*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 362531J
Reg. Date: JUN 20, 2016
Reg. Time: 16:39:36
Control #: D3855089
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 941180H
Base Reg. Date: MAY 06, 2014

Details Description:
AMEND THE SERIAL NUMBER OF THE VEHICLE COLLATERAL FROM "CFBXY" TO "GWNST" (WHICH IS THE UK REGISTRATION MARK) AS AIRCRAFT HAS BEEN DE-REGISTERED FROM TRANSPORT CANADA.

.
AMEND LINES 1 AND 2 OF PARAGRAPH 1 OF THE GENERAL COLLATERAL DESCRIPTION.

.
AMEND THE DEFINITION OF "AIRCRAFT SUB-LEASE" IN THE GENERAL COLLATERAL DESCRIPTION.

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | CFBXY | | SIKORSKY HELICOPTER S-92A | |
| | *** ADDED *** | | | | |
| V0003 | AF | GWNST | | SIKORSKY HELICOPTER S-92A | |

General Collateral:
** DELETED **
LINES 1 TO 2 OF PARAGRAPH 1 OF THE GENERAL COLLATERAL DESCRIPTION READING AS FOLLOWS ARE DELETED:

.
"1. THE AIRCRAFT, IDENTIFIED BY CANADIAN DEPARTMENT OF TRANSPORT NUMBER C-FBXY"

.
AND REPLACED WITH LINES 1 TO 2 SET FORTH UNDER GENERAL COLLATERAL "ADDED".

.
THE DEFINITION OF "AIRCRAFT SUB-LEASE" IN THE GENERAL COLLATERAL DESCRIPTION READING AS FOLLOWS IS DELETED:

.
"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE

Continued on Page 18



AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1506-100, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 1506, BOTH BETWEEN THE DEBTOR AND CHC HELICOPTERS CANADA INC., AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE

AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME."

.

AND REPLACED WITH THE DEFINITION UNDER GENERAL COLLATERAL "ADDED".

*** ADDED ***

"1. THE AIRCRAFT, IDENTIFIED BY UK REGISTRATION MARK G-WNST"

.

"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1508-100, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 1508, BOTH BETWEEN THE DEBTOR AND CHC SCOTIA LIMITED, AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME."

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 09, 2014 Reg. Length: 10 YEARS
Reg. Time: 16:07:52 Expiry Date: JUN 09, 2024
Base Reg. #: 005310I Control #: D2469518

Block#

S0001 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 NORTH CHARLES LINDBERGH DR
SALT LAKE CITY UTAH U140-026

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| V0001 | AC | 920229 | | SIKORSKY S-92A | |

Continued on Page 19



General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY MODEL S-92A AIRFRAME WITH US REGISTRATION MARK N229V AND MANUFACTURER S SERIAL NUMBER 920229 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL ELECTRIC MODEL CT7 8A ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL

NUMBERS 947745 AND 947738), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME). ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263912I
Reg. Date: OCT 31, 2014
Reg. Time: 07:49:18
Control #: D2719038
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 005310I
Base Reg. Date: JUN 09, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 09, 2014
Reg. Time: 17:11:52
Base Reg. #: 005448I
Reg. Length: 10 YEARS
Expiry Date: JUN 09, 2024
Control #: D2469668

Block#

Continued on Page 20



S0001 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE

SALT LAKE CITY UTAH 84116

D0001 Base Debtor: HELI-ONE CANADA INC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | AF | N229V | | SIKORSKY HELICOPTER S-92A | |

General Collateral:
ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR, BOTH LEGAL AND BENEFICIAL, PRESENT AND FUTURE, IN, TO AND UNDER THE AIRCRAFT, IDENTIFIED BY UNITED STATES REGISTRATION NUMBER N229V AND INCLUDING, WITHOUT LIMITATION, THE AIRFRAME, THE ENGINES, THE APU, THE COMPONENTS AND THE RECORDS, AND ALL OF THE OTHER PROPERTY CONSTITUTING THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, AVIONICS, PARTS AND RECORDS DESCRIBED IN THE AIRCRAFT LEASE (THE "AIRCRAFT"); AND

.

ALL PROCEEDS OF THE FOREGOING, INCLUDING ALL RELATED GOODS, ACCOUNTS, ASSOCIATED RIGHTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, INTANGIBLES INCLUDING GENERAL INTANGIBLES, LETTERS OF CREDIT, LETTERS OF CREDIT RIGHTS, INVESTMENT PROPERTY, DEPOSIT ACCOUNTS, AND SUPPORTING OBLIGATIONS, INSURANCE PROCEEDS, WARRANTY AND REQUISITION PAYMENTS, AND ALL OTHER CASUALTY AMOUNTS AND OTHER AMOUNTS CONSTITUTING PROCEEDS, AND ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ANY OF THE FOREGOING AND/OR THE AIRCRAFT (INCLUDING, WITHOUT LIMITATION, ALL TAPES, CARDS, COMPUTER PROGRAMS, COMPUTER RUNS AND COMPUTER DATA IN THE POSSESSION OR CONTROL OF THE DEBTOR, ANY COMPUTER SERVICE BUREAU, OR OTHER THIRD PARTY).

.

IN THE FOREGOING GENERAL COLLATERAL DESCRIPTION:

.

"AIRCRAFT LEASE" MEANS THE AIRCRAFT LEASE AGREEMENT RELATING TO THE AIRCRAFT DATED JUNE 6, 2014 BETWEEN THE SECURED PARTY AS LESSOR AND THE DEBTOR AS LESSEE, AS THE SAID AGREEMENT MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED, AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

.

Continued on Page 21



"AIRFRAME" MEANS ONE (1) SIKORSKY MODEL S-92A

AIRFRAME BEARING MANUFACTURER'S SERIAL NUMBER 920229, BEING (I) THE AIRCRAFT, EXCLUDING THE ENGINES, APU, COMPONENTS AND RECORDS AND (II) ANY AND ALL PARTS FROM TIME TO TIME INCORPORATED IN, INSTALLED ON OR ATTACHED TO SUCH AIRFRAME AND ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM THE AIRFRAME.

"APU" MEANS THE HONEYWELL 3800728-2 AUXILIARY POWER UNIT BEING MANUFACTURER'S SERIAL NUMBER P386, OR ANY REPLACEMENT AUXILIARY POWER UNIT INSTALLED IN ACCORDANCE WITH THE AIRCRAFT LEASE.

"COMPONENT" ANY COMPONENT PART, SUB ASSEMBLY, ASSEMBLY, MECHANICAL OR AVIONIC OF AN AIRCRAFT UP TO AND INCLUDING A COMPLETE POWER PLANT AND OPERATIONAL AND EMERGENCY EQUIPMENT INSTALLED ON THE AIRCRAFT AS DETAILED IN THE AIRCRAFT ILLUSTRATED PARTS CATALOGUE AND ASSOCIATED SUPPLEMENTS WHICH SHALL INCLUDE, FOR THE AVOIDANCE OF ANY DOUBT, THE PARTS, THE ROTOR BLADES AND THE ROTOR COMPONENTS.

"ENGINE" MEANS (I) EACH OF THE ENGINES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBERS AS FOLLOWS: TWO (2) GENERAL ELECTRIC MODEL CT7-8A ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 947745 AND 947738, AND CURRENTLY INSTALLED ON THE AIRFRAME WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ENGINE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR AN ENGINE LEASED THEREUNDER; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) HEREOF, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ENGINE AND/OR ENGINE OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ENGINE UNLESS SUCH PART IS REPLACED IN ACCORDANCE WITH THE TERMS OF THE AIRCRAFT LEASE AND TITLE TO THE REPLACEMENT PART HAS VESTED IN THE SECURED PARTY.

"PARTS" MEANS ALL APPLIANCES, AVIONICS, SOFTWARE, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, ACCESSORIES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE THAT MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE AIRFRAME, THE APU, THE COMPONENTS OR ANY ENGINE.

"RECORDS" MEANS ANY AND ALL LOGS, MANUALS,

Continued on Page 22

CERTIFICATES AND DATA AND INSPECTION, MODIFICATION, MAINTENANCE, ENGINEERING, TECHNICAL AND OVERHAUL RECORDS (INCLUDING ALL COMPUTERISED DATA, RECORDS AND MATERIALS OF ANY KIND WHATSOEVER) WITH RESPECT TO THE AIRCRAFT.

.

"ROTOR BLADE" MEANS (I) EACH OF THE ROTOR BLADES DESCRIBED AND LISTED BY MANUFACTURER'S SERIAL NUMBER AS FOLLOWS: FOUR (4) MAIN ROTOR BLADE ASSEMBLIES BEARING MANUFACTURER'S SERIAL NUMBERS A044-01124, A044-01119, A044-01118 AND A044-01117 AND ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR BLADE THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR A ROTOR BLADE LEASED UNDER THE AIRCRAFT LEASE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL ROTOR COMPONENTS AND PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR BLADE OR ANY AND ALL ROTOR COMPONENTS AND PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ROTOR BLADE.

.

"ROTOR COMPONENTS" MEANS (I) EACH OF THE MAIN ROTOR GEAR BOXES, TAIL ROTOR GEAR BOXES, COMBINING GEARBOXES, TRANSMISSIONS, SERVOS, MAIN AND TAIL ROTOR HEAD COMPONENTS AND OTHER ROTOR COMPONENTS ORIGINALLY INSTALLED ON THE AIRFRAME, WHETHER OR NOT THEREAFTER INSTALLED ON SUCH AIRFRAME OR ANY OTHER AIRFRAME FROM TIME TO TIME; (II) ANY ROTOR COMPONENT THAT MAY FROM TIME TO TIME BE SUBSTITUTED, PURSUANT TO THE APPLICABLE TERMS OF THE AIRCRAFT LEASE, FOR A ROTOR COMPONENT LEASED UNDER THE AIRCRAFT LEASE; AND (III) IN EACH CASE SET FORTH IN CLAUSES (I) AND (II) ABOVE, WITH ANY AND ALL PARTS INCORPORATED IN OR INSTALLED ON OR ATTACHED TO SUCH ROTOR COMPONENT OR ANY AND ALL PARTS REMOVED THEREFROM SO LONG AS TITLE THERETO SHALL REMAIN VESTED IN THE SECURED PARTY IN ACCORDANCE WITH THE APPLICABLE TERMS OF THE AIRCRAFT LEASE AFTER REMOVAL FROM SUCH ROTOR COMPONENT.

.

THE SECURED PARTY HOLDS THE SECURITY INTEREST NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE.

.

THE COMPLETE ADDRESS OF THE SECURED PARTY IS:
WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
260 N. CHARLES LINDBERGH DRIVE, MAC U1240-026,
SALT LAKE CITY, UTAH, 84116.

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

Continued on Page 23

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 096814I Reg. Date: JUL 29, 2014
Reg. Time: 12:18:17
Control #: D2562762
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 005448I Base Reg. Date: JUN 09, 2014

Details Description:
AMENDMENT TO GENERAL COLLATERAL DESCRIPTION.

General Collateral:
*** ADDED ***
THE FOLLOWING IS ADDED AFTER LINE 10 IN THE GENERAL COLLATERAL DESCRIPTION:

"THE AIRCRAFT SUB-LEASE, AND ALL PRESENT AND FUTURE SUBLEASES AND ANY OTHER AGREEMENTS OF ANY KIND WHATSOEVER RELATING TO THE AIRCRAFT OR ANY PART THEREOF, GRANTED OR TO BE GRANTED BY THE DEBTOR AS LESSOR FROM TIME TO TIME, AND ALL RENT, CHARTER PAYMENTS, REIMBURSEMENTS AND OTHER DISBURSEMENTS, REMITTANCES OR OTHER AMOUNTS PAYABLE WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ALL RENT AND OTHER AMOUNTS CONSTITUTING ASSOCIATED RIGHTS ASSOCIATED WITH THE AIRCRAFT; AND"

Continued on Page 24



.
AND
.
THE FOLLOWING DEFINITION IS ADDED AFTER LINE 39 IMMEDIATELY
BEFORE THE DEFINITION OF "AIRFRAME":
.
""AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE
AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE
AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1506-100, AND
THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT
NO. 1506, BOTH BETWEEN THE DEBTOR AND CHC ,
HELICOPTERS CANADA INC., AS THE SAID AGREEMENTS
MAY BE AMENDED, EXTENDED, RENEWED, REPLACED,
RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM
TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH
EXHIBIT, EACH LEASE SUPPLEMENT AND EACH
ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE
AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO
TIME.""

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 101490I Reg. Date: JUL 31, 2014
Reg. Time: 09:59:10
Control #: D2566961
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 005448I Base Reg. Date: JUN 09, 2014

Details Description:

AMEND THE SERIAL NUMBER OF THE VEHICLE COLLATERAL
FROM "N229V" (WHICH IS THE UNITED STATES REGISTRATION
NUMBER) TO "C-FEAE" (WHICH IS THE CANADIAN DEPARTMENT

Continued on Page 25



OF TRANSPORT NUMBER).
.
AMEND LINES 3 TO 4 OF THE GENERAL COLLATERAL
DESCRIPTION.

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AF | N229V | | SIKORSKY HELICOPTER S-92A | |
| | *** ADDED *** | | | | |
| +++ | AC | C-FEAE | | SIKORSKY HELICOPTER S-92A | |

General Collateral:
** DELETED **
LINES 3 TO 4 OF THE GENERAL COLLATERAL DESCRIPTION
READING AS FOLLOWS ARE DELETED:
.
"TO AND UNDER THE AIRCRAFT, IDENTIFIED BY UNITED
STATES REGISTRATION NUMBER N229V"
.
AND REPLACED WITH LINES 3 TO 4 SET FORTH UNDER GENERAL COLLATERAL
"ADDED".
*** ADDED ***
"TO AND UNDER THE AIRCRAFT, IDENTIFIED BY CANADIAN DEPARTMENT
OF TRANSPORT NUMBER C-FEAE".

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

*** Name/Address Changed on March 26, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 900 - 900 HOWE STREET
VANCOUVER BC V6Z 2M4

*** Name/Address Changed on April 7, 2015 to:

Registering
Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 26

Search Criteria: HELI-ONE CANADA ULC 

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263913I
Reg. Date: OCT 31, 2014
Reg. Time: 07:49:31
Control #: D2719041
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 005448I Base Reg. Date: JUN 09, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.
Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering
Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 362560J
Reg. Date: JUN 20, 2016
Reg. Time: 16:46:43
Control #: D3856566
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 005448I Base Reg. Date: JUN 09, 2014

Details Description:
AMEND THE SERIAL NUMBER OF THE VEHICLE COLLATERAL
FROM "C-FEAE" TO "GWNSU" (WHICH IS THE UK REGISTRATION
MARK) AS AIRCRAFT HAS BEEN DE-REGISTERED FROM TRANSPORT
CANADA.
.
AMEND LINES 3 AND 4 OF THE GENERAL COLLATERAL
DESCRIPTION.
.
AMEND THE DEFINITION OF "AIRCRAFT SUB-LEASE" IN THE
GENERAL COLLATERAL DESCRIPTION.

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | C-FEAE | | SIKORSKY HELICOPTER S-92A | |
| | *** ADDED *** | | | | |

V0003 AF GWNSU SIKORSKY HELICOPTER S-92A

Continued on Page 27



General Collateral:
** DELETED **
LINES 3 TO 4 OF THE GENERAL COLLATERAL DESCRIPTION READING AS FOLLOWS ARE DELETED:

"TO AND UNDER THE AIRCRAFT, IDENTIFIED BY CANADIAN DEPARTMENT OF TRANSPORT NUMBER C-FEAE"

AND REPLACED WITH LINES 3 TO 4 SET FORTH UNDER GENERAL COLLATERAL "ADDED".

THE DEFINITION OF "AIRCRAFT SUB-LEASE" IN THE GENERAL COLLATERAL DESCRIPTION READING AS FOLLOWS IS DELETED:

""AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1506-100, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 1506, BOTH BETWEEN THE DEBTOR AND CHC HELICOPTERS CANADA INC., AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.""

AND REPLACED WITH THE DEFINITION UNDER GENERAL COLLATERAL "ADDED".
*** ADDED ***
"TO AND UNDER THE AIRCRAFT, IDENTIFIED BY UK REGISTRATION MARK G-WNSU"

"AIRCRAFT SUB-LEASE" MEANS THE AIRCRAFT SUB-LEASE AGREEMENT RELATING TO THE AIRCRAFT, COMPRISING THE AIRCRAFT SPECIFIC LEASE AGREEMENT NO. 1508-101, AND THE AIRCRAFT LEASE GENERAL TERMS AGREEMENT NO. 1508, BOTH BETWEEN THE DEBTOR AND CHC SCOTIA LIMITED, AS THE SAID AGREEMENTS MAY BE AMENDED, EXTENDED, RENEWED, REPLACED, RESTATED, SUPPLEMENTED, NOVATED AND IN EFFECT FROM TIME TO TIME, AND INCLUDING EACH SCHEDULE, EACH EXHIBIT, EACH LEASE SUPPLEMENT AND EACH ADDENDUM THERETO OR THEREOF, AS THE SAME MAY BE

AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME."

Registering Party: BULL, HOUSSER & TUPPER LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 28



********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 02, 2014 Reg. Length: 4 YEARS
Reg. Time: 06:50:12 Expiry Date: JUL 02, 2018
Base Reg. #: 045976I Control #: D2511171

Block#

S0001 Secured Party: IBM CANADA LTD
6303 BARFIELD RD
ATLANTA GA 30238

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) FCT 4740 AGAR DR
RICHMOND BC V7B 1A3

General Collateral:
ALL PRESENT AND AFTER-ACQUIRED GOODS SUPPLIED, LEASED OR FINANCED BY THE SECURED PARTY, INCLUDING BUT NOT LIMITED TO, ALL OFFICE MACHINES, OFFICE EQUIPMENT, COMPUTER HARDWARE, SOFTWARE AND ALL OTHER EQUIPMENT OF ANY KIND WHATSOEVER AS WELL AS ALL ANCILLARY PRODUCTS RELATED THERETO, AND ALL UPGRADES, ADDITIONS, SUBSTITUTIONS AND ACCESSIONS THERETO AND THEREON AND ALL PROCEEDS THEREFROM OF EVERY KIND AND DESCRIPTION.

Registering Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263915I Reg. Date: OCT 31, 2014
Reg. Time: 07:49:55
Control #: D2719044
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 045976I Base Reg. Date: JUL 02, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***

=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUL 18, 2014 Reg. Length: 10 YEARS
Reg. Time: 10:20:13 Expiry Date: JUL 18, 2024
Base Reg. #: 078362I Control #: D2544251

Block#

Continued on Page 29

Search Criteria: HELI-ONE CANADA ULC 

+++ Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UTAH 84116

D0001 Base Debtor: HELI-ONE CANADA INC.
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | AC | LN-OQD | 920022 | SIKORSKY S-92A | |

General Collateral:
ALL OF THE DEBTOR S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A AIRFRAME WITH NORWEGIAN REGISTRATION MARK LN-OQD AND MANUFACTURER S SERIAL NUMBER 920022 (THE AIRCRAFT ), TOGETHER WITH TWO (2) GENERAL ELECTRIC CT7-8A ENGINES ORIGINALLY INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-E947315 AND GE-E947564), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF CONSISTING OF ALL GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), AS AMENDED FROM TIME TO TIME). ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET

VANCOUVER BC V6C 3R8

--- S U B S T I T U T I O N O F C O L L A T E R A L / P R O C E E D S --

Reg. #: 083521I
Reg. Date: JUL 22, 2014
Reg. Time: 10:13:00
Control #: D2549510
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 078362I
Base Reg. Date: JUL 18, 2014

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | LN-OQD | 920022 | SIKORSKY S-92A | |
| | *** ADDED *** | | | | |
| +++ | AC | C-FBYI | 920022 2005 | SIKORSKY S-92A | |

Continued on Page 30



General Collateral:
** DELETED **
DELETE LINES ONE (1) THROUGH THREE (3)
*** ADDED ***
ALL OF THE DEBTOR S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A AIRFRAME WITH CANADIAN REGISTRATION MARK C-FBYI AND MANUFACTURER S SERIAL NUMBER 920022

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- S E C U R E D P A R T Y T R A N S F E R ----------

Reg. #: 228325I
Reg. Date: OCT 10, 2014
Reg. Time: 12:12:02
Control #: D2698092
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 078362I
Base Reg. Date: JUL 18, 2014

Block#

** DELETED **
+++ Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UTAH 84116

*** ADDED ***
S0002 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS OWNER TRUSTEE
260 N. CHARLES LINDBERGH DRIVE
SALT LAKE CITY UTAH 84116

Registering Party: DENTONS CANADA LLP

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 263917I
Reg. Date: OCT 31, 2014
Reg. Time: 07:50:23
Control #: D2719045
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 078362I
Base Reg. Date: JUL 18, 2014

Details Description:
DEBTOR NAME/ADDRESS CHANGE.

Block#

*** ADDED ***
=D0002 Bus. Debtor: HELI-ONE CANADA ULC
4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Continued on Page 31

Search Criteria: HELI-ONE CANADA ULC



Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 535256J
Reg. Date: SEP 13, 2016
Reg. Time: 14:54:04
Control #: D4033093
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 078362I
Base Reg. Date: JUL 18, 2014

Details Description:
CHANGE OF AIRCRAFT COLLATERAL DESCRIPTION

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | C-FBYI 920022 | 2005 | SIKORSKY S-92A | |
| | *** ADDED *** | | | | |
| V0003 | AF | LNOQD | 2005 | SIKORSKY S-92A | |
| | *** ADDED *** | | | | |
| V0004 | AF | 920022 | 2005 | SIKORSKY S-92A | |

General Collateral:
** DELETED **
DELETE LINES ONE (1) THROUGH THREE (3) OF THE GENERAL COLLATERAL DESCRIPTION AS FOLLOWS: "ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTERST IN AND TO ONE (1) SIKORSKY S-92A AIRFRAME WITH CANADIAN REGISTRATION MARK C-FBYI AND MANUFACTURER'S SERIAL NUMBER 920022"

*** ADDED ***
ADD LINES ONE (1) THROUGH THREE (3) OF THE GENERAL COLLATERAL DESCRIPTION AS FOLLOWS: "ALL OF THE DEBTOR'S PRESENT AND AFTER-AQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A AIRFRAME WITH NORWEGIAN REGISTRATION MARK LN-OQD AND MANUFACTURER'S SERIAL NUMBER 920022"

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: AUG 10, 2015 Reg. Length: 11 YEARS
Reg. Time: 14:35:22 Expiry Date: AUG 10, 2026
Base Reg. #: 773305I Control #: D3255594

Block#

S0001 Secured Party: WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS OWNER TRUSTEE
299 S. MAIN STREET, 5TH FLOOR
SALT LAKE CITY UT 84111

Continued on Page 32



=D0001 Base Debtor: HELI-ONE CANADA ULC
(Business) 4740 AGAR DRIVE
RICHMOND BC V7B 1A3

Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| +++ | AC | CFBYI | 2005 | SIKORSKY S-92A | |
| +++ | AC | 920022 | 2005 | SIKORSKY S-92A | |
| V0003 | AF | 920022 | 2005 | SIKORSKY S-92A | |

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FBYI AND MANUFACTURER'S SERIAL NUMBER 920022 (THE "AIRCRAFT"), TOGETHER WITH TWO (2 GENERAL ELECTRIC CT7-8A ENGINES INSTALLED ON THE ABOVE AIRCRAFT (SERIAL NUMBERS GE-E947331 AND GE-E947564), WHETHER OR NOT ANY OF SUCH ENGINES MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, UNTIL SUCH TIME AS SUCH ENGINE SHALL BE REPLACED BY AN ENGINE THAT HAS BEEN INSTALLED ON THE AIRCRAFT, AND INCLUDING ANY REPLACEMENT ENGINE OR ENGINES THAT MAY FROM TIME TO TIME BE INSTALLED ON THE AIRCRAFT, AND ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, NAVIGATIONAL AND COMMUNICATIONS EQUIPMENT OF WHATEVER NATURE WHICH MAY FROM TIME TO TIME BE INCORPORATED OR INSTALLED IN OR ATTACHED TO THE ABOVE AIRCRAFT, AND ALL MANUALS AND TECHNICAL RECORDS AND ALL PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS, CONSISTING OF GOODS, SECURITIES, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH

COLUMBIA), AS AMENDED FROM TIME TO TIME).
...
ALL REPLACEMENTS, RENEWALS, ADDITIONS AND ACCESSIONS TO AND SUBSTITUTIONS FOR ANY OF THE FOREGOING COLLATERAL.
...
THE FULL ADDRESS OF THE SECURED PARTY IS 299 S. MAIN STREET, 5TH FLOOR, MAC: U1228-051, SALT LAKE CITY, UTAH, 84111.

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 535271J
Reg. Date: SEP 13, 2016
Reg. Time: 15:01:05
Control #: D4033398
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 773305I
Base Reg. Date: AUG 10, 2015

Details Description:
CHANGE OF AIRCRAFT COLLATERAL DESCRIPTION

Continued on Page 33



Vehicle Collateral:

| | Type | Serial # | Year | Make/Model | MH Reg.# |
|---|---|---|---|---|---|
| | ** DELETED ** | | | | |
| +++ | AC | CFBYI | 2005 | SIKORSKY S-92A | |
| | ** DELETED ** | | | | |
| +++ | AC | 920022 | 2005 | SIKORSKY S-92A | |
| | *** ADDED *** | | | | |
| V0004 | AF | LNOQD | 2005 | SIKORSKY S-92A | |

General Collateral:
** DELETED **
DELETE LINES 1 THROUGH 4 OF THE GENERAL COLLATERAL DESCRIPTION AS FOLLOWS: "ALL OF THE DEBTOR'S PRESENT AND AFTER AQUIRED-RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT CANADIAN REGISTRATION MARK C-FBYI AND MANUFACTURER'S SERIAL NUMBER 920022 (THE "AIRCRAFT"), TOGETHER WITH TWO (2 GENERAL"
*** ADDED ***
ADD LINES 1 THROUGH 4 OF THE GENERAL COLLATERAL DESCRIPTION AS FOLLOWS: "ALL OF THE DEBTOR'S PRESENT AND AFTER-AQUIRED RIGHT, TITLE AND INTEREST IN AND TO ONE (1) SIKORSKY S-92A HELICOPTER WITH CURRENT NORWEGIAN REGISTRATION MARK LN-OQD AND MANUFACTURER'S SERIAL NUMBER 920022 (THE "AIRCRAFT"), TOGETHER WITH TWO (2) GENERAL"

Registering Party: DENTONS CANADA LLP
20TH FLOOR, 250 HOWE STREET

VANCOUVER BC V6C 3R8

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Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<