SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

OCT 13 2016

ENTERED

Date Filed: 10/13/2016

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

ORDER MADE AFTER APPLICATION

(SUPPLEMENTAL RECOGNITION ORDER IN FOREIGN MAIN PROCEEDING)

BEFORE THE HONOURABLE	)	THURSDAY, THE 13th DAY
JUSTICE MASUHARA	)	OF OCTOBER, 2016.
	)	

THE APPLICATION of CHC Group Ltd., in its capacity as the foreign representative (the "**Foreign Representative**") 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**") and the other companies listed on **Schedule "A"** hereto (together with the Canadian Debtors, the "**Debtors**"), pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), coming on for hearing at Vancouver, British Columbia, on the 11th day of October, 2016, and on hearing William C. Kaplan. Q.C., counsel for the Foreign Representative, and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including

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Affidavit #1 of the Debtors' Chief Restructuring Officer, Robert A. Del Genio (the "**CRO**"), Affidavit #1 of Paul King, and Affidavits #1 - #3 of Sandra Brown-John, each filed;

AND UPON HEARING the submissions of counsel for the Foreign Representative, and counsel for those other parties listed on **Schedule "B"**;

THIS COURT ORDERS AND DECLARES that:

SERVICE

1. The time for service of the Petition, supporting affidavits and all other materials is hereby abridged so that the Petition is returnable today.

INITIAL RECOGNITION ORDER

2. Any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Order Made After Application (Foreign Main Proceeding) dated October 13, 2016 (the "**Recognition Order**").

3. The provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. The following orders (collectively, the "**Foreign Orders**") of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**U.S. Bankruptcy Court**"), made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada:

   (a) **Foreign Representative Order**, attached as **Schedule "C"**;

(b) **Final Employee Obligation Order**, attached as **Schedule "D"**;

(c) **Section 362 Protection Order**, attached as **Schedule "E"**;

(d) **Final Tax Order**, attached as **Schedule "F"**;

(e) **Final Customer Deposit Order**, attached as **Schedule "G"**;

(f) **Sixth Interim Cash Management Order**, attached as **Schedule "H"**;

(g) **Kurtzman Carson Consultants LLC Order**, attached as **Schedule "I"**;

(h) **Sixth Interim Cash Collateral Order**, attached as **Schedule "J"**;

(i) **Final Insurance Order**, attached as **Schedule "K"**;

(j) **Severance Payments Order**, attached as **Schedule "L"**;

(k) **Repair Payments Order**, attached as **Schedule "M"**;

(l) **Claims Bar Date Order**, attached as **Schedule "N"**; and

(m) **Supplemental Bar Date Order**, attached as **Schedule "O"**.

5. Notwithstanding this Court's recognition of the Claims Bar Date Order made herein, any Canadian creditor of the Canadian Debtors who did not receive notice of the Claims Bar Date Order prior to August 26, 2016 may apply to the U.S. Bankruptcy Court for relief from the Claims Bar Date Order or to this Court for relief from this Order.

NO PROCEEDINGS AGAINST THE CANADIAN DEBTORS OR THE PROPERTY

6. Until such date as this Court may subsequently Order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal in Canada (each, a "**Proceeding**") against or in respect of any of the Canadian Debtors, or affecting the Canadian Debtors' business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), shall be commenced or continued except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Canadian Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

7. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Canadian Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court.

8. Nothing in this Order, including paragraphs 6 and 7, shall: (i) prevent the assertion or the exercise of rights and remedies outside of Canada; (ii) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on; (iii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iv) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest in Canada; (v) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights in Canada that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the applicable Debtor(s); (vi) be interpreted as affecting, minimizing, or replacing the stay of proceedings in place in the Foreign Proceeding or any order entered in the Foreign Proceeding in respect of those parties bound by such stay of proceedings or such orders; or (vii) prevent or limit the ability of the Official Committee of Unsecured Creditors of the Debtors to exercise any right that it is authorized or permitted to do in the Foreign Proceedings.

NO INTERFERENCE WITH RIGHTS

9. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Canadian Debtors and affecting the Business in Canada, except with leave of this Court.

CONTINUATION OF SERVICES

10. During the Stay Period, all Persons having oral or written agreements with the Canadian Debtors or mandates under an enactment for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Canadian Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Canadian Debtors, and that the Canadian Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Canadian Debtors in accordance with normal payment practices of the Canadian Debtors or such other practices as may be agreed upon by the supplier or service provider and the Canadian Debtors, or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

11. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Canadian Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a former, current or future director or officer of any of the Canadian Debtors that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

REPORTING REQUIREMENTS

12. The CRO:

    a. shall report to this Court at least once every month with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business or other matters relevant to these proceedings and any stakeholders in Canada;

    b. in addition to the periodic reports referred to in paragraph 12(a), above, may report to this Court at such other times and intervals and with respect to such matters as the CRO, in its discretion, deems appropriate;

13. The CRO (i) shall cause Kurtzman Carson Consultants ("**KCC**"), the Claims and Noticing Agent appointed in the Foreign Proceeding, to post on its website at http://www.kccllc.net/chc (the "**Noticing Agent's Website**") all Orders of this Court made in these proceedings, all reports of the CRO filed herein, and such other materials as this Court may order from time to time, and (ii) may cause KCC to post on the Noticing Agent's website any other materials relevant to these proceedings and any stakeholders in Canada.

14. The CRO shall provide any creditor of a Canadian Debtor with information with respect to the Canadian Debtors and the Foreign Proceeding in response to reasonable requests for information made in writing by such creditor addressed to the CRO. In the case of information that the CRO has been advised by the Canadian Debtors is privileged or confidential, the CRO shall not provide such information to creditors unless directed to do so by this Court or on such terms as the CRO, the Foreign Representative and the Canadian Debtors may agree.

15. No Proceeding shall be commenced or continued against or in respect of the CRO with respect to its obligations under this Order, except with leave of this Court.

SERVICE AND NOTICE

16. The Debtors, the Foreign Representative and the CRO are each at liberty to serve this Order, any other materials and orders filed or made in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

17. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the CRO by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to the service list (the "**Service List**") being maintained by KCC. The CRO shall cause KCC to post an up to date copy of the Service List on the Noticing Agent's Website.

18. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the CRO shall cause copies of all prescribed materials to be posted on the Noticing Agent's Website.

19. Notwithstanding paragraphs 16 and 17 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

20. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give

effect to this Order and to assist the Debtors and the Foreign Representative, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and the Foreign Representative, as may be necessary or desirable to give effect to this Order, or to assist the Debtors and the Foreign Representative, and their respective agents, in carrying out the terms of this Order.

21. Each of the Debtors and the Foreign Representative be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

22. The Guidelines for Court-to-Court Communications in Cross-Border Cases developed by the American Law Institute and attached as **Schedule "P"** hereto is adopted by this Court for the purposes of these recognition proceedings.

23. Any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

24. Notwithstanding anything contained herein, nothing in this Order shall limit or prejudice the rights of 0921528 B.C. Ltd., the Petitioner, or Heli-One Canada ULC in respect to any application relating to the jurisdiction, or the process, of any potential disclaimer or rejection of Heli-One Canada ULC's lease of its Delta, British Columbia facilities.

25. The Official Committee of Unsecured Creditors of the Debtors in the Foreign Proceeding shall have standing and the right to be heard in these proceedings.

26. This Order and all of its provisions shall be effective as of 12:01 a.m. local Vancouver time on the date of this Order.

27. Approval of this Order as to form by counsel appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of William C. Kaplan, Q.C. / Peter Bychawski
Lawyers for the petitioner, CHC Group Ltd.

BY THE COURT

REGISTRAR

CHECKED

SCHEDULE "A"

LIST OF COMPANIES

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.á.r.l.

CHC Helicopter (2) S.á.r.l.

CHC Helicopter (3) S.á.r.l.

CHC Helicopter (4) S.á.r.l.

CHC Helicopter (5) S.á.r.l.

CHC Helicopter Australia Pty Ltd

CHC Helicopter Holding S.á.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

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

SCHEDULE "B"

List of Counsel

Name	Client
Natalie E. Levine / Matthew Nied	Ad Hoc Group of Noteholders
Howard Gorman	Debtors' Revolving Facility
Brigeeta Richdale	Official Committee of Unsecured Creditors
Magnus Verbrugge / Ryan Laity	0912528 B.C. Ltd.

SCHEDULE "C"

Docket #0884 Date Filed: 09/20/2016

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.

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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###

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
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-and-

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "D"

Docket #0289 Date Filed: 06/09/2016

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 June 8, 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)**

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
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-and-

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Proposed Attorneys for Debtors and Debtors in Possession

SCHEDULE "E"

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

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

Barbara J. Houser

Signed May 7, 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 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.



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###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman
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Proposed Attorneys for Debtors and Debtors in Possession

SCHEDULE "F"

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 June 8, 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)

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.

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

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Proposed Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

List of Taxing Authorities

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

Taxing Authority or Regulatory Body	Address	Type of Tax
City of Delta, c/o Alpha Aviation	Alpha Aviation 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 PO Box 10277 Grand Cayman KY1-1003 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 finance of the Republic of Kazakhstan 10 bld., Beibitshilik str., 010000, Astana	Foreign Tax
Direccion General Ge Aeronautica Civil (DGAC, Mexico)	Direccion General Ge Aeronautica Civil La Secretaría de Comunicaciones y Transportes (SCT) Av. Xola y Universidad S/N, Col Narvarte, Deleg. Benito Juárez. Ciudad de México DGAC, Communications and Transportation Ministry (SCT) General Commandership Ing. Francisco Luis Quiroz Pulido, Ing. Oscar Jorge Gutiérrez Briseño Mexico City International Airport mmonroca@sct.gob.mx (0155) 5723-9300, ext. 20800	Regulatory Assessment
Directorate General of Civil Aviation ("Direktorat Jenderal Perhubungan Udara") (DGAC, Indonesia)	Directorate General Of Civil Aviation Gedung Karsa Lantai 5 Kementerian Perhubungan Jl. Medan Merdeka Barat No.8, Jakarta Pusat Jakarta 10110 +62 (021) 3505550 +62 (021) 3505006 +62 8 111 004 222Email : hubud@dephub.go.id	Regulatory Assessment
Direction Inter Prefectorale Des Impots Des Grandes Enterprises Personnes Morales	Director General of Taxation Avenue haj Ahmed Cherkaoui, 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 12 53 DE 50452 COLOGNE, GERMANY	Regulatory Assessment
Environment Canada	5th Floor, 45 Alderney Drive Dartmouth, NS B2Y 2N6, Canada	Regulatory Assessment
Federal Aviation Administration	Mike Monroney Aeronautical Center, General Acct Div. AMK-322, PO Box 25082 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, HM Revenue and Customs, BX9 1AS, United Kingdom	Foreign Tax
J-CAB (Japanese)	2-1-3 Kasumigaseki, Chiyoda-ku Tokyo 100-8918	Regulatory Assessment
Liberia Revenue Authority	Liberia Revenue Authority, 1000-10 Monrovia, Liberia	Foreign Tax
Luxembourg Inland Revenue: Administration des contributions directes	Luxembourg Inland Revenue (ACD), 45, boulevard Roosevelt, L-2982 Luxembourg, Luxembourg 18, rue du Fort Wedell, Luxembourg L-2982 Luxembourg 49, rue de l'Alzette, Esch-sur-Alzette PO Box 243, L-4003 Esch-sur-Alzette 2, rue Clairefontaine, Diekirch PO Box 155, L-9202 Diekirch	Foreign Tax
Ministry of Land, Transportation (Korea)	11 Doum 6-ro, Government Complex-Sejong Sejong-si 30103 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 Ministry of Defence Vojkova cesta 55 Republic of Slovenia	Regulatory Assessment
Nigeria Federal Inland Revenue Service	16 Sokode Crescent Wuse Zone 5 Garki, Abuja, Nigeria	Foreign Tax

Taxing Authority or Regulatory Body	Address	Type of Tax
Norwegian Aviation Authorities	PO Box 243 N-8001 BODØ Norway postmottak@caa.no	Regulatory Assessment
Public Works and Government Service Canada	11 Laurier Street PDP III Gatineau, QC K1A 0S5, Canada	Regulatory Assessment
Republique Gabonaise	Ministere De L'Economic, du Commerce, De L'Industrie et du Tourisme Direction Generale Des Impots BP 37/45 – Libreville, Gabon	Foreign Tax
Revenue Commissioners	Office of the Revenue Commissioners, Large Case Division, Ballaugh House, 73-79 Mount St. Lower Dublin 2 D02 PX37	Foreign Tax
SAI Global	GPO Box 5420 Sydney, NSW 2001 Australia	Regulatory Assessment
Skatteetaten, Skatteoppkreveren I Sola	Postboks 99, 4097 SOLA, Norway	Foreign Tax
Swiss Tax Federation	Swiss Federal Tax Administration Main Division Value Added Tax Schwarztorstrasse 50, 3003 Berne Main Division for Federal Direct Tax, Anticipatory Tax and Stamp Duty Eidgenössische Steuerverwaltung Hauptabteilung Direkte Bundessteuer, Verrechnungssteuer, Stempelabgaben 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 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. Dili District Office, Avenida Nicolau Lobato, Dili Baucau District Office, Vilanova Street, Kota Baru, Baucau, Maliana District Office, Holsa Street, Maliana.	Foreign Tax
Tresorier Payeur Direction Generale Des Impots Et Des Domaines	Chef du Service d'assiette N°3 Centre des Impôts des Moyennes Entreprises du Littoral, Cotonou	Foreign Tax
U.S. Department of Transportation	U.S. Department of Transportation 1200 New Jersey Ave, SE Washington, DC 20590	Regulatory Assessment
Western Australia Office of Sate Revenue Norther Territory Revenue Office	Office Of State Revenue GPO Box T1600 Perth WA 6845 Territory Revenue Office Level 14, Charles Darwin Centre 19 The Mall, Darwin	Foreign Tax

SCHEDULE "G"

Docket #0292 Date Filed: 06/09/2016

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.

Barbara J. Houser

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 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

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-and-

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Proposed Attorneys for Debtors and Debtors in Possession

SCHEDULE "H"

Docket #0903 Date Filed: 09/23/2016

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.

Barbara J. Houser

Signed September 23, 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)**

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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-and-

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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

SCHEDULE "I"

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

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
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-and-

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Email: kelly.diblasi@weil.com

Proposed Attorneys for Debtors and Debtors in Possession

SCHEDULE "J"

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 23, 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)

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.

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

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Attorneys for Debtors and Debtors in Possession

EXHIBIT A

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**

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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**

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SCHEDULE "K"

Docket #0268 Date Filed: 06/08/2016

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 June 8, 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)

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.

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"**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

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Proposed Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

Insurance Programs

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 All deductibles not applicable for Total Loss Spares USD 2,500 Cargo USD 150 but USD 50 iro crew effects 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.

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 Valuc 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 (CIIC 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

SCHEDULE "L"

Docket #0272 Date Filed: 06/08/2016

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 June 8, 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 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

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

SCHEDULE "M"

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

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

Barbara J. Houser

Signed July 28, 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 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.

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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-and-

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "N"

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

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

Barbara J. Houser

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###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman

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Dallas, Texas 75201
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-and-

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Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

Proof of Claim Form

United States Bankruptcy Court for the Northern District of Texas

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?	Where should payments to the creditor be sent? (if different)
Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Country	Country
Contact phone	Contact phone
Contact email	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?

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.

☐ 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).

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

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 1 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.

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

EXHIBIT 3

Publication Bar Date Notice

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

SCHEDULE "O"

Docket #0878 Date Filed: 09/19/2016

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 19, 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 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###

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
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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

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 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 Inc.	98-0592441 No Tax I.D. Number 75-2303691 98-0592464 98-0592439 98-05-92398 98-0596781 98-0592394 98-0592400 98-0592393 98-0592135	16-31891 16-31853 16-31889 16-31885 16-31883 16-31873 16-31877 16-31880 16-31884 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.

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 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 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:

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.

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

EXHIBIT 2

Proof of Claim Form

United States Bankruptcy Court for the Northern District of Texas

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?	Where should payments to the creditor be sent? (if different)
Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Country	Country
Contact phone	Contact phone
Contact email	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?

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.

☐ 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).

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.

SCHEDULE "P"

THE AMERICAN LAW INSTITUTE

in association with

THE INTERNATIONAL INSOLVENCY INSTITUTE

Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases

As Adopted and Promulgated in Transnational Insolvency: Principles of Cooperation Among the NAFTA Countries

BY

THE AMERICAN LAW INSTITUTE
At Washington, D.C., May 16, 2000

And as Adopted by

THE INTERNATIONAL INSOLVENCY INSTITUTE
At New York, June 10, 2001

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The *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases* were developed by The American Law Institute during and as part of its Transnational Insolvency Project and the use of the *Guidelines* in cross-border cases is specifically permitted and encouraged.

The text of the *Guidelines* is available in English and several other languages including Chinese, French, German, Italian, Japanese, Korean, Portuguese, Russian, Swedish, and Spanish on the website of the International Insolvency Institute at http://www.iiiglobal.org/international/guidelines.html.

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Foreword by the Director of The American Law Institute

In May of 2000 The American Law Institute gave its final approval to the work of the ALI's Transnational Insolvency Project. This consisted of the four volumes eventually published, after a period of delay required by the need to take into account a newly enacted Mexican Bankruptcy Code, in 2003 under the title of *Transnational Insolvency: Cooperation Among the NAFTA Countries*. These volumes included both the first phase of the project, separate Statements of the bankruptcy laws of Canada, Mexico, and the United States, and the project's culminating phase, a volume comprising *Principles of Cooperation Among the NAFTA Countries*. All reflected the joint input of teams of Reporters and Advisers from each of the three NAFTA countries and a fully transnational perspective. Published by Juris Publishing, Inc., they can be ordered on the ALI website (www.ali.org).

A byproduct of our work on the Principles volume, these *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases* appeared originally as Appendix B of that volume and were approved by the ALI in 2000 along with the rest of the volume. But the *Guidelines* have played a vital and influential role apart from the *Principles*, having been widely translated and distributed, cited and applied by courts, and independently approved by both the International Insolvency Institute and the Insolvency Institute of Canada. Although they were initially developed in the context of a project arrived at improving cooperation among bankruptcy courts within the NAFTA countries, their acceptance by the III, whose members include leaders

of the insolvency bar from more than 40 countries, suggests a pertinence and applicability that extends far beyond the ambit of NAFTA. Indeed, there appears to be no reason to restrict the *Guidelines* to insolvency cases; they should prove useful whenever sensible and coherent standards for cooperation among courts involved in overlapping litigation are called for. See, e.g., American Law Institute, International Jurisdiction and Judgments Project § 12(e) (Tentative Draft No. 2, 2004).

The American Law Institute expresses its gratitude to the International Insolvency Institute for its continuing efforts to publicize the *Guidelines* and to make them more widely known to judges and lawyers around the world; to III Chair E. Bruce Leonard of Toronto, who as Canadian Co-Reporter for the Transnational Insolvency Project was the principal drafter of the Guidelines in English and has been primarily responsible for arranging and overseeing their translation into the various other languages in which they now appear; and to the translators themselves, whose work will make the *Guidelines* much more universally accessible. We hope that this greater availability, in these new English and bilingual editions, will help to foster better communication, and thus better understanding, among the diverse courts and legal systems throughout our increasingly globalized world.

LANCE LIEBMAN
Director
The American Law Institute

January 2004

Foreword by the Chair of the International Insolvency Institute

The International Insolvency Institute, a world-wide association of leading insolvency professionals, judges, academics, and regulators, is pleased to recommend the adoption and the application in cross-border and multinational cases of The American Law Institute's *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases*. The *Guidelines* were reviewed and studied by a Committee of the III and were unanimously approved by its membership at the III's Annual General Meeting and Conference in New York in June 2001.

Since their approval by the III, the *Guidelines* have been applied in several cross-border cases with considerable success in achieving the coordination that is so necessary to preserve values for all of the creditors that are involved in international cases. The III recommends without qualification that insolvency professionals and judges adopt the *Guidelines* at the earliest possible stage of a cross-border case so that they will be in place whenever there is a need for the courts involved to communicate with each other, e.g., whenever the actions of one court could impact on issues that are before the other court.

Although the *Guidelines* were developed in an insolvency context, it has been noted by litigation professionals and judges that the *Guidelines* would be equally valuable and constructive in any international case where two or more courts are involved. In fact, in multijurisdictional litigation, the positive effect of the *Guidelines* would be even greater in cases where several courts are involved. It

is important to appreciate that the *Guidelines* require that all domestic practices and procedures be complied with and that the *Guidelines* do not alter or affect the substantive rights of the parties or give any advantage to any party over any other party.

The International Insolvency Institute expresses appreciation to its members who have arranged for the translation of the *Guidelines* into French, German, Italian, Korean, Japanese, Chinese, Portuguese, Russian, and Swedish and extends its appreciation to The American Law Institute for the translation into Spanish. The III also expresses its appreciation to The American Law Institute, the American College of Bankruptcy, and the Ontario Superior Court of Justice Commercial List Committee for their kind and generous financial support in enabling the publication and dissemination of the *Guidelines* in bilingual versions in major countries around the world.

Readers who become aware of cases in which the *Guidelines* have been applied are highly encouraged to provide the details of those cases to the III (fax: 416-360-8877; e-mail: *info@iiiglobal.org*) so that everyone can benefit from the experience and positive results that flow from the adoption and application of the *Guidelines*. The continuing progress of the *Guidelines* and the cases in which the *Guidelines* have been applied will be maintained on the III's website at *www.iiiglobal.org*.

The III and all of its members are very pleased to have been a part of the development and success of the *Guidelines* and commend The American Law Institute for its vision in developing the *Guidelines* and in supporting

their worldwide circulation to insolvency professionals, judges, academics, and regulators. The use of the *Guidelines* in international cases will change international insolvencies and reorganizations for the better forever, and the insolvency community owes a considerable debt to The American Law Institute for the inspiration and vision that has made this possible.

E. BRUCE LEONARD
Chairman
The International Insolvency Institute

Toronto, Ontario
March 2004

Judicial Preface

We believe that the advantages of cooperation and coordination between courts is clearly advantageous to all of the stakeholders who are involved in insolvency and reorganization cases that extend beyond the boundaries of one country. The benefit of communications between courts in international proceedings has been recognized by the United Nations through the *Model Law on Cross-Border Insolvency* developed by the United Nations Commission on International Trade Law and approved by the General Assembly of the United Nations in 1997. The advantages of communications have also been recognized in the European Union Regulation on Insolvency Proceedings, which became effective for the Member States of the European Union in 2002.

The *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases* were developed in The American Law Institute's Transnational Insolvency Project involving the NAFTA countries of Mexico, the United States, and Canada. The *Guidelines* have been approved by the membership of the ALI and by the International Insolvency Institute, whose membership covers over 40 countries from around the world. We appreciate that every country is unique and distinctive and that every country has its own proud legal traditions and concepts. The *Guidelines* are not intended to alter or change the domestic rules or procedures that are applicable in any country and are not intended to affect or curtail the substantive rights of any party in proceedings before the courts. The *Guidelines* are intended to encourage and facilitate cooperation in international cases while observing all applicable rules and procedures of the courts that are respectively involved.

The *Guidelines* may be modified to meet either the procedural law of the jurisdiction in question or the particular circumstances in individual cases so as to achieve the greatest level of cooperation possible between the courts in dealing with a multinational insolvency or liquidation. The *Guidelines*, however, are not restricted to insolvency cases and may be of assistance in dealing with noninsolvency cases that involve more than one country. Several of us have already used the *Guidelines* in cross-border cases and would encourage stakeholders and counsel in international cases to consider the advantages that could be achieved in their cases from the application and implementation of the *Guidelines*.

David Baragwanath
Justice
High Court of New Zealand
Auckland

Donald I. Brenner
Chief Justice
Supreme Court of British Columbia
Vancouver

Sidney B. Brooks
Judge
United States Bankruptcy Court
District of Colorado
Denver

Charles G. Case, II
Judge
United States Bankruptcy Court
District of Arizona
Phoenix

Miodrag Dordević
Justice
Supreme Court of Slovenia
Ljubljana

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Justice
Ontario Superior Court of Justice
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Allan L. Gropper
Judge
United States Bankruptcy Court
Southern District of New York
New York

Paul R. Heath
Justice
High Court of New Zealand
Auckland

Hyungdu Kim
Judge
Seoul High Court
Seoul, Korea

Burton R. Lifland
Judge
United States Bankruptcy Court
Southern District of New York
New York

Gavin Lightman
Justice
Royal Courts of Justice
London

George C. Paine II
Chief Judge
United States Bankruptcy Court
Middle District of Tennessee
Nashville

Chiyong Rim
Judge
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Guidelines
Applicable to Court-to-Court Communications in Cross-Border Cases

Introduction:

One of the most essential elements of cooperation in cross-border cases is communication among the administrating authorities of the countries involved. Because of the importance of the courts in insolvency and reorganization proceedings, it is even more essential that the supervising courts be able to coordinate their activities to assure the maximum available benefit for the stakeholders of financially troubled enterprises.

These Guidelines are intended to enhance coordination and harmonization of insolvency proceedings that involve more than one country through communications among the jurisdictions involved. Communications by judges directly with judges or administrators in a foreign country, however, raise issues of credibility and proper procedures. The context alone is likely to create concern in litigants unless the process is transparent and clearly fair. Thus, communication among courts in cross-border cases is both more important and more sensitive than in domestic cases. These Guidelines encourage such communications while channeling them through transparent procedures. The Guidelines are meant to permit rapid cooperation in a developing insolvency case while ensuring due process to all concerned.

A Court intending to employ the Guidelines — in whole or part, with or without modifications — should adopt them formally before applying them. A Court may wish to make its adoption of the Guidelines contingent upon, or temporary until, their adoption by other courts concerned in the matter. The adopting

Court may want to make adoption or continuance conditional upon adoption of the Guidelines by the other Court in a substantially similar form, to ensure that judges, counsel, and parties are not subject to different standards of conduct.

The Guidelines should be adopted following such notice to the parties and counsel as would be given under local procedures with regard to any important procedural decision under similar circumstances. If communication with other courts is urgently needed, the local procedures, including notice requirements, that are used in urgent or emergency situations should be employed, including, if appropriate, an initial period of effectiveness, followed by further consideration of the Guidelines at a later time. Questions about the parties entitled to such notice (for example, all parties or representative parties or representative counsel) and the nature of the court's consideration of any objections (for example, with or without a hearing) are governed by the Rules of Procedure in each jurisdiction and are not addressed in the Guidelines.

The Guidelines are not meant to be static, but are meant to be adapted and modified to fit the circumstances of individual cases and to change and evolve as the international insolvency community gains experience from working with them. They are to apply only in a manner that is consistent with local procedures and local ethical requirements. They do not address the details of notice and procedure that depend upon the law and practice in each jurisdiction. However, the Guidelines represent approaches that are likely to be highly useful in achieving efficient and just resolutions of cross-border insolvency issues. Their use, with such modifications and under such circumstances as may be appropriate in a particular case, is therefore recommended.

Guideline 1

Except in circumstances of urgency, prior to a communication with another Court, the Court should be satisfied that such a communication is consistent with all applicable Rules of Procedure in its country. Where a Court intends to apply these Guidelines (in whole or in part and with or without modifications), the Guidelines to be employed should, wherever possible, be formally adopted before they are applied. Coordination of Guidelines between courts is desirable and officials of both courts may communicate in accordance with Guideline 8(d) with regard to the application and implementation of the Guidelines.

Guideline 2

A Court may communicate with another Court in connection with matters relating to proceedings before it for the purposes of coordinating and harmonizing proceedings before it with those in the other jurisdiction.

Guideline 3

A Court may communicate with an Insolvency Administrator in another jurisdiction or an authorized Representative of the Court in that jurisdiction in connection with the coordination and harmonization of the proceedings before it with the proceedings in the other jurisdiction.

Guideline 4

A Court may permit a duly authorized Insolvency Administrator to communicate with a foreign Court directly, subject to the approval of the foreign Court, or through an Insolvency Administrator in the other jurisdiction or through an autho-

rized Representative of the foreign Court on such terms as the Court considers appropriate.

Guideline 5

A Court may receive communications from a foreign Court or from an authorized Representative of the foreign Court or from a foreign Insolvency Administrator and should respond directly if the communication is from a foreign Court (subject to Guideline 7 in the case of two-way communications) and may respond directly or through an authorized Representative of the Court or through a duly authorized Insolvency Administrator if the communication is from a foreign Insolvency Administrator, subject to local rules concerning ex parte communications.

Guideline 6

Communications from a Court to another Court may take place by or through the Court:

(a) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings, or other documents directly to the other Court and providing advance notice to counsel for affected parties in such manner as the Court considers appropriate;

(b) Directing counsel or a foreign or domestic Insolvency Administrator to transmit or deliver copies of documents, pleadings, affidavits, factums, briefs, or other documents that are filed or to be filed with the Court to the other Court in such fashion as may be appropriate and providing advance notice to counsel for affect-

ed parties in such manner as the Court considers appropriate;

(c) Participating in two-way communications with the other Court by telephone or video conference call or other electronic means, in which case Guideline 7 should apply.

Guideline 7

In the event of communications between the Courts in accordance with Guidelines 2 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by either of the two Courts:

(a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;

(b) The communication between the Courts should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of both Courts, should be treated as an official transcript of the communication;

(c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of either Court, and of any official transcript prepared from a recording should be filed as part of the record in the proceedings and made available to counsel for all parties in both

Courts subject to such Directions as to confidentiality as the Courts may consider appropriate; and

(d) The time and place for communications between the Courts should be to the satisfaction of both Courts. Personnel other than Judges in each Court may communicate fully with each other to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by either of the Courts.

Guideline 8

In the event of communications between the Court and an authorized Representative of the foreign Court or a foreign Insolvency Administrator in accordance with Guidelines 3 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by the Court:

(a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;

(b) The communication should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of the Court, can be treated as an official transcript of the communication;

(c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of the Court, and of any official tran-

script prepared from a recording should be filed as part of the record in the proceedings and made available to the other Court and to counsel for all parties in both Courts subject to such Directions as to confidentiality as the Court may consider appropriate; and

(d) The time and place for the communication should be to the satisfaction of the Court. Personnel of the Court other than Judges may communicate fully with the authorized Representative of the foreign Court or the foreign Insolvency Administrator to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by the Court.

Guideline 9

A Court may conduct a joint hearing with another Court. In connection with any such joint hearing, the following should apply, unless otherwise ordered or unless otherwise provided in any previously approved Protocol applicable to such joint hearing:

(a) Each Court should be able to simultaneously hear the proceedings in the other Court.

(b) Evidentiary or written materials filed or to be filed in one Court should, in accordance with the Directions of that Court, be transmitted to the other Court or made available electronically in a publicly accessible system in advance of the hearing. Transmittal of such material to the other Court or its public availability in an electronic system should not subject the party filing the material in one Court to the jurisdiction of the other Court.

(c) Submissions or applications by the representative of any party should be made only to the Court in which the representative making the submissions is appearing unless the representative is specifically given permission by the other Court to make submissions to it.

(d) Subject to Guideline 7(b), the Court should be entitled to communicate with the other Court in advance of a joint hearing, with or without counsel being present, to establish Guidelines for the orderly making of submissions and rendering of decisions by the Courts, and to coordinate and resolve any procedural, administrative, or preliminary matters relating to the joint hearing.

(e) Subject to Guideline 7(b), the Court, subsequent to the joint hearing, should be entitled to communicate with the other Court, with or without counsel present, for the purpose of determining whether coordinated orders could be made by both Courts and to coordinate and resolve any procedural or nonsubstantive matters relating to the joint hearing.

Guideline 10

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, recognize and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in the other jurisdiction without the need for further proof or exemplification thereof.

Guideline 11

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, accept that Orders made in the proceedings in the other jurisdiction were duly and properly made or entered on or about their respective dates and accept that such Orders require no further proof or exemplification for purposes of the proceedings before it, subject to all such proper reservations as in the opinion of the Court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such Orders.

Guideline 12

The Court may coordinate proceedings before it with proceedings in another jurisdiction by establishing a Service List that may include parties that are entitled to receive notice of proceedings before the Court in the other jurisdiction ("Non-Resident Parties"). All notices, applications, motions, and other materials served for purposes of the proceedings before the Court may be ordered to also be provided to or served on the Non-Resident Parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the Court in accordance with the procedures applicable in the Court.

Guideline 13

The Court may issue an Order or issue Directions permitting the foreign Insolvency Administrator or a representative of creditors in the proceedings in the other jurisdiction or an authorized

Representative of the Court in the other jurisdiction to appear and be heard by the Court without thereby becoming subject to the jurisdiction of the Court.

Guideline 14

The Court may direct that any stay of proceedings affecting the parties before it shall, subject to further order of the Court, not apply to applications or motions brought by such parties before the other Court or that relief be granted to permit such parties to bring such applications or motions before the other Court on such terms and conditions as it considers appropriate. Court-to-Court communications in accordance with Guidelines 6 and 7 hereof may take place if an application or motion brought before the Court affects or might affect issues or proceedings in the Court in the other jurisdiction.

Guideline 15

A Court may communicate with a Court in another jurisdiction or with an authorized Representative of such Court in the manner prescribed by these Guidelines for purposes of coordinating and harmonizing proceedings before it with proceedings in the other jurisdiction regardless of the form of the proceedings before it or before the other Court wherever there is commonality among the issues and/or the parties in the proceedings. The Court should, absent compelling reasons to the contrary, so communicate with the Court in the other jurisdiction where the interests of justice so require.

Guideline 16

Directions issued by the Court under these Guidelines are subject to such amendments, modifications, and extensions as

may be considered appropriate by the Court for the purposes described above and to reflect the changes and developments from time to time in the proceedings before it and before the other Court. Any Directions may be supplemented, modified, and restated from time to time and such modifications, amendments, and restatements should become effective upon being accepted by both Courts. If either Court intends to supplement, change, or abrogate Directions issued under these Guidelines in the absence of joint approval by both Courts, the Court should give the other Courts involved reasonable notice of its intention to do so.

Guideline 17

Arrangements contemplated under these Guidelines do not constitute a compromise or waiver by the Court of any powers, responsibilities, or authority and do not constitute a substantive determination of any matter in controversy before the Court or before the other Court nor a waiver by any of the parties of any of their substantive rights and claims or a diminution of the effect of any of the Orders made by the Court or the other Court.

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

ORDER MADE AFTER APPLICATION

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