This is Exhibit "B" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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

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

DECLARATION OF ROBERT A. DEL GENIO IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 AND 9019 AUTHORIZING THE DEBTORS TO ENTER INTO AND APPROVING PLAN SUPPORT AGREEMENT, BACKSTOP AGREEMENT AND MILESTONE TERM SHEET

1. I, Robert A. Del Genio, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

2. I am over 18 and competent to testify. I am the Chief Restructuring Officer ("**CRO**") of CHC Group Ltd. ("**CHC Group**") and each of the other debtors (collectively, the "**Debtors**" and, together with their non-debtor affiliates, "**CHC**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**").[1] I am a Managing Member and founder of CDG Group, LLC, a financial advisory firm that provides restructuring, crisis, and turnaround management services. I have been working closely with CHC for the past several months and was appointed as the CRO shortly before the commencement of the Chapter 11 Cases. As CRO, I report and provide strategic business advice to CHC Group's Board of Directors, Chief

[1] A list of the Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, where applicable, is attached as **Exhibit A** to the Support Agreements Motion.

Executive Officer, and other members of management in connection with the Debtors' Chapter 11 Cases, and am responsible for carrying out the Debtors' restructuring strategy.

3. I am authorized to submit this declaration (the "**Declaration**") in support of the *Debtors' Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet* [Docket No. 956] (the "**Support Agreements Motion**").[2]

4. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision or my opinion based upon experience, knowledge and information concerning the operations of CHC, the oil and gas industry, and the commercial helicopter service industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

The Debtors' Business and Prepetition Capital and Fleet Structure

5. The Debtors, together with their non-debtor affiliates, comprise a global commercial helicopter service company, primarily engaged in providing helicopter services to the offshore oil and gas industry. CHC also provides helicopter services for search and rescue and emergency medical services to various government agencies. In addition, CHC maintains the industry's largest independent helicopter maintenance, repair, and overhaul business, which services CHC's helicopter fleet as well as third-party customers.

6. As of the Petition Date, the Debtors had outstanding funded debt obligations in the aggregate amount of approximately $1.6 billion, which amount consisted of

[2] Any capitalized term used but not defined herein shall have the meaning ascribed to that term in the Support Agreements Motion.

(i) approximately $139 million in borrowings under the ABL Credit Agreement,

(ii) approximately $370 million in borrowings under Revolving Credit Agreement,

(iii) approximately $1.0 billion in principal amount of the Secured Notes due 2020, and

(iv) approximately $95 million in principal amount of the Unsecured Notes.

Reorganization Strategy

7. Given the size, complexity, and the global reach of the Debtors' operations, the multi-layered nature of the Debtors' prepetition capital structure, and the Debtors' need for both a significant fleet reconfiguration and a new capital infusion, the Debtors and their advisors have focused their efforts from the onset of the cases on stabilizing the Debtors' businesses, realigning the Debtors' aircraft fleet, reaffirming relationships with customers and vendors, and consummating a financial restructuring of their balance sheet.

8. The Debtors have worked closely with their financial, fleet, and legal advisors to engage with multiple aircraft lessors, potential third-party financial investors, as well as with members of the Debtors' existing capital structure to discuss a comprehensive restructuring of the Debtors, culminating in the omnibus deal set forth in the Plan Support Agreement, the Backstop Agreement, and the related term sheets.

Benefits of the Support Agreements

9. The restructuring contemplated by the Support Agreements is a holistic financial and fleet restructuring of the Debtors' businesses. It represents the framework for a plan of reorganization that has the support of the Official Committee of Unsecured Creditors (the "**Committee**"), as well as key creditors throughout the Debtors' capital structure, including from holders representing or holding over 67% of the Secured Notes, holders representing or holding over 73% of the Unsecured Notes, and Milestone (the Debtors' largest lessor).

10. Specifically, the restructuring contemplates a new money investment of $300 million in the form of New Second Lien Convertible Notes. This investment will provide ample liquidity that will ensure that the Debtors' plan of reorganization is feasible and will provide the necessary support for the Debtors' operations after emergence from chapter 11. As set forth in more detail in the *Declaration of Michael B. Cox in Support of Debtors' Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and in Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet*, which is being filed simultaneously herewith, the restructuring also effectuates a reconfiguration of the Debtors' fleet through an agreement with Milestone that provides the Debtors with cost savings and flexibility such as the restructuring of lease rentals, the agreed return of certain helicopters, the lease of additional helicopters, and the provision of a new debt facility for the acquisition and/or refinancing of certain aircraft.

11. In addition to the above-referenced balance sheet and operational benefits, the restructuring embodied in the PSA also provides for an integrated global settlement of numerous potential issues among the Debtors and the Consenting Creditor Parties, including, without limitation: (i) the treatment of the Secured Notes Claims and General Unsecured Claims against the Debtors; (ii) the validity, extent, and priority of the liens securing the Secured Notes; (iii) the value of the Debtors' unencumbered assets; (iv) any potential adequate protection or diminution in value claim by the holders of Secured Notes; (v) any potential claim to surcharge collateral under section 506(c) of the Bankruptcy Code; (vi) the Plan Equity Value and the total enterprise values of the reorganized company; and (vii) the allocation of value and intercompany claims amongst various Debtors and the appropriate level of recovery of the Secured Notes and

Unsecured Notes in light of their separate guaranty claims against various Debtors. Moreover, the agreements include a consensual equitization of the Secured Notes claims and the Secured Notes have agreed to waive any recovery on account of the Secured Notes unsecured deficiency claim. The Support Agreements also provide a framework for the consensual resolution of the treatment of the Revolving Credit Agreement Claims and the claims under the ABL Credit Agreement prior to confirmation. These provisions, and the Support Agreement generally, result in a deleveraging of the Debtors' balance sheet, provide unsecured creditors with recovery in the form of equity and unsecured notes, and resolve many disputed issues, including a potential valuation dispute with the holders of Secured Notes regarding the size of their secured claim.

12. The Support Agreements also set forth certain milestone dates necessary for the effectuation of the plan of reorganization, including dates for entry of the PSA Approval Order, filing of the CHC Plan and CHC Disclosure Statement, entry of the CHC Disclosure Statement Order, commencement of the Solicitation and Rights Offering, entry of the Final Cash Collateral Order, entry of a Final Confirmation Order, as well as an outside date for the Plan Effective Date. It is my professional opinion that the timeline set forth in the Support Agreements is achievable and reasonable and, moreover, it is consistent with the timeline that the Debtors have consistently represented to the Court and the parties in interest in these chapter 11 cases.

Reasonable Exercise of the Debtors' Business Judgment

13. Entering into and performing under the Support Agreements is a sound exercise of the Debtors' business judgment because it will allow these chapter 11 cases to proceed toward a consensual confirmation of a chapter 11 plan maximizes the value of the Debtors' estates for the benefit of all stakeholders, and the terms of these agreements are fair, equitable, and in the best interests of the estate. Prior to entering into the Support Agreements,

the Debtors' management, with the assistance of the Debtors' advisors, conducted a thorough review and analysis of the alternative plan proposals, including numerous meetings with the independent members of the CHC Group Ltd. board of directors. The Support Agreements are the product of arm's-length, good faith, and hard fought negotiations that were successful in building consensus among key creditors. In deciding to enter into the Support Agreements, the Debtors determined that the agreed upon chapter 11 plan and other terms will provide (1) necessary financing and economic accommodations to achieve a pathway to an expeditious and efficient exit from chapter 11, (ii) sufficient funding for the reorganized company's operations, (iii) fair and justified plan treatment provisions, and (iv) restructured lease terms for a key portion of the go forward fleet that will benefit the Debtors' ability to operate and reduce costs.

14. Underlying the provisions of the Support Agreements is the framework for the settlement of important, complicated disputes among the Creditors' Committee and other Consenting Creditor Parties, which otherwise would have to be resolved in costly and time consuming litigation. Failure to move forward with the Support Agreements would mean uncertainty, delay, and a substantial increase in administrative costs, all of which would significantly drain the Debtors' limited resources and adversely impact the Debtors' prospect for a timely emergence as a reorganized entity.

15. In addition to removing this litigation risk, the Plan Support Agreement gives the Debtors certainty of execution, in that it has the support of the Creditors' Committee, as a fiduciary for all unsecured creditors, as well as holders representing or holding over 67% of the Secured Notes, and over 73% of the Unsecured Notes, Milestone, one of the Debtor's major lessors. As a result, the Debtors have the necessary votes and support of the Debtors' significant

creditors to confirm the plan of reorganization provided by the PSA. This foundation of consensus will help the Debtors build great momentum going into the plan confirmation process.

16. Likewise, the payment of the Put Option Premium, Transaction Expenses, and Restructuring Expenses ensures that the Debtors will receive the capital and support that they need to successfully effectuate the contemplated plan of reorganization. The proposed fees and expenses are reasonable and are appropriately tailored to maximize the value that the Debtors will distribute to creditors under the CHC Plan.

17. In the exercise of my business judgment, the Support Agreements represent the best alternative available for maximizing recoveries for the Debtors' creditors and efficiently emerging from these chapter 11 cases. While neither I nor the Debtors believe that it would be prudent or fruitful to continue to seek alternatives, the Debtors were careful to retain authority to terminate their obligations under the Support Agreements and pursue an alternate strategy, if doing so is necessary to comply with their fiduciary duties – otherwise known as a "fiduciary out." Under the PSA, the Debtors may continue to receive, analyze, and consider *unsolicited* proposals or offers from third parties, subject to certain limiting conditions as set forth in the PSA, without breaching or terminating the PSA. By preserving this flexibility, the Debtors have eliminated any risk that the PSA would prevent the Debtors from pursuing an alternative, superior strategy to that contemplated by the PSA, to the extent one exists.

Commitment Fees and Expenses

18. As part of the negotiations, and to induce the Consenting Creditor Parties to enter into the Plan Support Agreement and the Backstop Parties to undertake the Backstop Commitment, the Debtors agreed to pay the Restructuring Expenses of the Consenting Creditor Parties (an expense that the estate largely already committed to incur subject to the terms of the

cash collateral order) and to pay the Backstop Parties a commitment fee (referred to as the Put Option Premium), as well as their Transaction Expenses.

19. The Debtors' payment of the Put Option Premium and Transaction Expenses is part of a comprehensive agreement pursuant to which the Backstop Parties agree to undertake the Backstop Commitment, and in doing so directly benefit the Debtors' estates by ensuring that the Debtors will have sufficient capital to operate post-emergence. The Put Option Premium and the Transaction Expenses are an integral part of the Backstop Agreement, and without the approval of such payments, the Backstop Parties would not have agreed to backstop the $300 million Rights Offering and the several obligations under the Backstop Agreement.

20. The funding of the Rights Offering by the Backstop Parties, as well as their participation in the Plan Support Agreement, is essential to the Debtors' reorganization and emergence from chapter 11. Indeed, without a fully subscribed rights offering, the Debtors may fail to raise sufficient capital to support the plan and successfully restructure.

21. Similarly, absent the Debtors' agreement to pay the Restructuring Expenses of the Consenting Creditor Parties, the Consenting Creditor Parties would not have agreed to devote the time and resources to move forward with the Plan Support Agreement or committed to support the chapter 11 plan set forth therein.

22. Moreover, the company has set expectations with its customer base for an early 2017 emergence. Any delay to the process puts the Debtors' delicate relationship with their customers at risk.

23. In sum, approval of the Debtors' entry into the Support Agreements is a critical step for the Debtors toward maximizing the value of these estates and emerging from chapter 11 as a viable reorganized entity and is in the best interests of the Debtors and their

creditors. Denying the Support Agreements Approval Motion would likely have a devastating financial effect on the Debtors and on the recoveries of their creditors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 24, 2016
New York, New York

/s/ Robert A. Del Genio
Robert A. Del Genio

This is Exhibit "C" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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388

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)**

DECLARATION OF MICHAEL J. GENEREUX IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 AND 9019 AUTHORIZING THE DEBTORS TO ENTER INTO AND APPROVING PLAN SUPPORT AGREEMENT, BACKSTOP AGREEMENT AND MILESTONE TERM SHEET

1. I, Michael J. Genereux, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

2. I am over 18 and competent to testify. I am a Partner in the Restructuring and Special Situations Group at PJT Partners LP ("**PJT**") a financial advisory firm with its principal offices located at 280 Park Avenue, New York, NY 10017. I am the final advisor of CHC Group Ltd. ("**CHC Group**") and each of the other debtors (collectively, the "**Debtors**" and, together with their non-debtor affiliates, "**CHC**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**").[1] I have been working closely with CHC and its advisors to develop and implement the Debtors' restructuring strategy for the past several months.

[1] A list of the Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, where applicable, is attached as **Exhibit A** to the Support Agreements Motion.

3. I am authorized to submit this declaration (the "**Declaration**") in support of the *Debtors' Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet* [Docket No. 956] (the "**Support Agreements Motion**").[2]

4. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision or my opinion based upon experience, knowledge and information concerning the operations of CHC, the oil and gas industry, and the commercial helicopter service industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

New Money Investor Strategy and Process

5. Early on in PJT's engagement, I and my team consulted with the Debtors and their other advisors to determine the Debtors' financial and operational restructuring needs, and to develop and analyze a strategy to accomplish those needs. Among other things, we and the Debtors (after careful consideration) concluded that, given the Debtors' go forward business plan and projected cash flows, the Debtors would require a significant capital infusion in order to successfully emerge from chapter 11 as a viable entity. This investment is necessary to provide the company with sufficient funding to support operations on a go-forward basis, in particular, in light of the current economic downturn in the oil and gas sector.

6. With this goal in mind, PJT commenced a marketing process at the outset of these chapter 11 cases to identify parties interested in providing CHC with new capital. We

[2] Any capitalized term used but not defined herein shall have the meaning ascribed to that term in the Support Agreements Motion.

contacted approximately 20 potential third party investors and received approximately 25 inbound inquiries. We sent nondisclosure agreements ("**NDAs**") to approximately 25 of these potential investors, of which approximately 15 executed NDAs. A handful of these potential investors engaged in diligence calls with PJT and certain of the Debtors' other advisors. Ultimately, however, none of these third parties submitted a formal proposal to CHC.

7. Parallel with this third party marketing process, PJT, along with the Debtors and their other advisors, engaged with members of the Debtors' existing capital structure regarding a potential new money investment. These discussions were primarily with (i) a group of holders of Secured Notes (the "**Ad Hoc Group**")[3] and (ii) another stakeholder (whose name PJT is not permitted to disclose due to confidentiality restrictions). These parties entered into long-term NDAs with CHC, participated in several meetings with PJT, the Debtors' management, and the Debtors' other advisors, and undertook extensive diligence on CHC. Following these discussions and diligence sessions, in late June, a sub-set of the Ad Hoc Group, now known as the Plan Sponsors, provided CHC with an initial new money proposal. The other bidder submitted its initial proposal in July.

8. Over the next two months, we, the Debtors, and the Debtors' other advisors evaluated and continued to engage in simultaneous discussions with the two bidders in an effort to improve each of their proposals. The Debtors also encouraged each bidder to engage with other members of the Debtors' capital structure, including the UCC and certain lenders party to the Revolving Credit Agreement, in order to build broader consensus and refine the terms of their proposals in a way that would provide for a global settlement among all or a substantial portion of CHC's key creditor groups. We informed both bidders that the Debtors

[3] See the *Verified Statement of the Ad Hoc Noteholder Group Pursuant to Bankruptcy Rule 2019*, filed on May 24, 2016 [Docket No. 172], as well as the *First Supplemental Verified Statement of the Ad Hoc Noteholder Group Pursuant to Bankruptcy Rule 2019*, filed on September 8, 2016 [Docket No. 845].

were engaging in simultaneous negotiation tracks, as each party's awareness of parallel negotiations created a competitive process that would result in a deal more favorable to, and to the ultimate benefit of, the Debtors' stakeholders and the estates as a whole. Through this competitive process, the Debtors and the UCC were able to significantly advance the terms of each proposal, resulting in two new money proposals, each of which the Debtors and their advisors determined would provide sufficient liquidity to fully fund the Debtors' business plan upon emergence from chapter 11.

9. After extensive analysis and consultation with PJT and their other advisors, the Debtors determined, in their business judgment, that the Plan Sponsors' proposal was superior to the alternative proposal and represented the best path forward for these chapters 11 cases. In analyzing and comparing the proposal embodied in the PSA to the other proposal, the Debtors considered both the terms on which the new money was being provided as well as certain process and litigation risks presented by each proposal.

10. Based on this analysis, the Debtors and their advisors determined the proposal offered by the Plan Sponsors provides numerous benefits not offered by the alternative proposal including, among other things, that it: (i) ultimately provides greater deleveraging of the Debtors' balance sheet[4]; (ii) results in lower fixed interest charges on the Debtors' restructured debt; (iii) is supported by holders representing or holding over 67% of the Secured Notes (the Debtors' largest creditor constituency), over 73% of the holders representing or holding Unsecured Notes, as well as Milestone (the Debtors' largest lessor); (iv) eliminates potential significant, expensive, and time consuming litigation among each of the parties to the PSA and minimizes the litigation risk associated with prosecuting the Debtors' plan of

[4] Plan Sponsors' proposal provides greater deleveraging post-conversion of the New Second Lien Convertible Notes, which have a mandatory conversion feature.

reorganization; and (v) represents the best path toward an efficient and highly-consensual emergence from chapter 11.

11. The PSA and the Plan contemplated by the PSA are also supported by the UCC. The Debtors and their advisors met with the UCC's legal and financial advisors multiple times to discuss the plan proposals and issues related thereto, and provided the UCC's advisors with access to a data room so that they could perform diligence relating to the various plan components prior to the UCC agreeing to the PSA.

Commitment Fees and Expenses

12. To induce the Consenting Creditor Parties to enter into the Plan Support Agreement and the Backstop Parties to undertake the Backstop Commitment, the Debtors agreed to pay the Restructuring Expenses of the Consenting Creditor Parties and to pay the Backstop Parties a commitment fee (referred to as the Put Option Premium), as well as their Transaction Expenses. The payment of the Put Option Premium and Transaction Expenses, like other terms of the Support Agreements, are the product of good faith and arm's-length negotiations between the Debtors and the Backstop Parties, each of whom was represented by their respective experienced professionals.

13. As noted above, the Support Agreements, and in particular the $300 million Backstop Commitment, provide a material benefit to the Debtors as the investment will provide sufficient capital for the Debtors to consummate the Plan and continue operating as a going concern post emergence. It is both customary and reasonable to pay fees and expenses to parties that have committed funding to a debtor's estate, including, as here, backstopping a rights offering. It is also customary and reasonable to compensate parties for expending substantial time and resources to negotiate and commit themselves to plan support and restructuring documents, thereby binding themselves to the transaction and its terms. It is therefore both

necessary and appropriate for the Debtors to pay fees and expenses to the Consenting Creditor Parties and Backstop Parties, as applicable.

14. The Put Option Premium represents a commitment fee equal to approximately 10.3% of the Backstop Commitment when paid in New Second Lien Convertible Notes pursuant to the consummated Rights Offering. The Put Option Premium is only payable in this amount upon consummation of the Plan contemplated by the Support Agreements. In the event that the Backstop Agreement is terminated under a limited set of circumstances (including the Debtors' exercise of their "fiduciary out") and an alternative proposal is consummated, the Put Option Premium will be payable in cash, equating to 7.1% of the Backstop Commitment. Based on the overall terms and conditions of the Backstop Commitment, challenging industry environment, significant time commitment from the Plan Sponsors, and other facts and circumstances of these cases, the payment of this fee, as well as the payment of the Transaction Expenses is fair, reasonable, and within the range of similar fees that have been approved in connection with rights offerings in other comparable chapter 11 cases. A true and correct copy of a schedule (prepared at my direction by my team and me) of select energy rights offering comps is attached hereto as **Exhibit A** and incorporated for all purposes.

15. It is therefore my opinion that the proposed fees and expenses are reasonable, market, and tailored to maximize the value that the Debtors will distribute to creditors under the plan of reorganization.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 24, 2016
New York, New York

/s/ Michael J. Genereux
Michael J. Genereux

EXHIBIT A

Select Energy Sector Rights Offering Comps

Select Energy Sector Rights Offering Comps

($ in millions)

	Emergence Date	RO Amount	RO Discount to Equity Value[1]	Backstop Fee (As % of RO Amount)
Key Energy Services[2]	N/A	$85	16.0% [4]	16.6%
Magnum Hunter Resources[3]	May-16	200	21.9% [5]	13.3%
New Gulf Resources	May-16	125 [6]	13.8%	10.0% [7]
Swift Energy[3]	May-16	75	68.8%	36.2%
Penn Virginia Corp.	Sep-16	50	30.4%	6.0%
Comps Average		**$107**	**30.2%**	**16.4%**
Comps Median		**$85**	**21.9%**	**13.3%**
CHC Group Ltd.	N/A	$300	30.8% [8]	10.3% [9]

Note: Discounts calculated before potential impact of MIP dilution.
(1) Based upon Disclosure Statement equity valuation mid-point unless otherwise noted.
(2) Chapter 11 bankruptcy case ongoing.
(3) Structured as a DIP that was converted to equity upon emergence.
(4) Based upon publicly filed equity value post rights offering of $235 million. Discount does not include the additional $25 million incremental Liquidity Facility that may be funded if certain minimum liquidity thresholds are not satisfied.
(5) Based upon TEV for settlement purposes of $900 million and $11 million of pro forma net debt.
(6) $75 million associated with the initial DIP (converted to equity upon emergence), while the remaining $50 million is part of the rights offering.
(7) 10% backstop fee on the $50 million rights offering.
(8) Calculated as 1 – $300 million investment / $433.3 million of equity value received, which is Plan Equity Value of $543.5 million x 85.4% - $30.8 million backstop fee.
(9) Calculated as $30.8 million backstop fee / $300 million rights offering.

This is Exhibit "D" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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Special Aircraft Attorneys for Debtors and Debtors in Possession

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

In re:	:	**Chapter 11**
CHC GROUP LTD. *et al.*,[1]	:	**Case No. 16– 31854 (BJH)**
Debtors.	:	**(Jointly Administered)**

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

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DECLARATION OF MICHAEL B. COX IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 AND 9019 AUTHORIZING THE DEBTORS TO ENTER INTO AND APPROVING PLAN SUPPORT AGREEMENT, BACKSTOP AGREEMENT AND MILESTONE TERM SHEET

I, Michael B. Cox, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am the Vice Chairman of Seabury Advisory Group ("**Seabury**") and the Global Head of Seabury's Corporate Advisory Services. I joined Seabury's principal advisory practice in April of 1998. I have over 30 years of corporate and advisory experience covering aircraft finance, fleet planning, cash management, business planning and crisis management. At Seabury, I have advised numerous airline clients on a variety of projects, including airline treasury, corporate finance, and airline restructuring. I have been involved in over 30 airline restructurings (in court and out of court proceedings) including the following Chapter 11 cases: American Airlines, Northwest Airlines, US Airways (1 and 2), Air Canada (CCAA), Gemini Air Cargo, Frontier Airlines, Kitty Hawk Air Cargo, Pinnacle Airlines, Republic Airlines, Continental Airlines and Arrow Air. In addition, I have been a leader in airline restructuring cases around the world including Monarch Airlines, Air Nostrum, Malaysian Airlines, South African Airways and Gulf Air, among others. Seabury was retained by CHC Group Ltd. ("**CHC Group**") and each of the other debtors (collectively, the "**Debtors**" and, together with their non-debtor affiliates, "**CHC**") in early 2016 to provide strategic business advice with respect to restructuring CHC's fleet of helicopters. I lead the Seabury team in providing fleet restructuring strategy and advice to CHC including analysis of CHC's fleet financing arrangements and current market conditions, lender/lessor negotiating strategies and fleet planning.

2. Prior to filing this declaration (the "**Declaration**"), the Debtors filed the *Debtors' Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet* (the "**Support Agreements Motion**") [Dkt. No. 956].

3. Any capitalized term not defined herein shall have the meaning ascribed to that term in the Support Agreements Motion.

4. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision or my opinion based upon experience, knowledge and information concerning the operations of CHC and the commercial helicopter service industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration. I am authorized to submit this Declaration on behalf of the Debtors in support of the PSA Motion.

CHC Fleet

5. As of the Petition Date, CHC maintained a fleet of approximately 230 helicopters comprised of the medium variant (8 to 15 passengers) and heavy variant (16 to 26 passengers) (collectively, the "**CHC Fleet**"). Of the 230 helicopters in the CHC Fleet as of the Petition Date, CHC owned 67 helicopters and CHC leased the remainder from various third-party lessors. In most cases CHC subleases aircraft to affiliated operating entities. These leasing structures provide maximum regulatory and business flexibility.

6. In connection with the commencement of these chapter 11 cases, CHC, with the assistance of Seabury and the Debtors' other advisors, began to formulate a revised

business plan to address the high cost and weakened revenue environment impacting CHC's performance. As a key component of that business plan and of the chapter 11 process, CHC designed a comprehensive fleet reconfiguration strategy. The company identified cost savings to be achieved through a significant reduction in the CHC Fleet by eliminating non-revenue generating helicopters and other related equipment. CHC also determined it needed a restructuring of lease rentals for remaining helicopters. Additionally, CHC concluded that reducing the complexity of its fleet would decrease costs associated with crew training, inventory, and maintenance.

7. CHC has decided to retire immediately or has already retired certain helicopters and related equipment from its fleet that are not necessary for CHC's continued operation or successful reorganization. Accordingly, since the Petition Date, the Court has approved the rejection of 71 helicopters. *See* Docket No. 273, 427, 428, 565, 833 and 1042.

8. In furtherance of this strategy, the Debtors determined that they would need to enter into a larger lease restructuring with virtually all of its lessors with respect to aircraft that will remain in the fleet. Such primary lessor(s) would provide the Debtors with flexibility to shorten the terms of leased helicopters, provide savings in respect of lease rates and lease terms (for example, by making the return conditions for the helicopters less onerous and by consensually agreeing on the return of certain aircraft), and potentially provide financing for the acquisition and/or refinancing of helicopters in the future.

9. The Debtors, together with Seabury and their other advisors, engaged with two of their largest lessors to commence negotiations for potential lease restructuring transactions that would provide the Debtors with the necessary flexibility and cost savings to reach the goals set forth in the new business plan (as described above). As the parallel

negotiations progressed, it became clear that the proposal from the Milestone Aviation Group Limited ("**Milestone**") and Milestone's affiliates (collectively, the "**Milestone Parties**"), provided the most significant cost savings of approximately [REDACTED] million in the aggregate over the life of the leases, greatest flexibility on fleet configuration and access to operationally essential aircraft and a superior fleet as compared with the alternative proposal received from the other lessor. After many meetings with both Milestone and the other large lessor (and subsequent improvements to proposals from both Milestone and the other lessor), the Milestone Parties' proposal remained superior because of greater rent and return condition savings on restructured aircraft and rejected aircraft, lease durations that align with customer contracts, competitive market rental rates on certain additional aircraft that the Debtors could add to the fleet and potential financing for the purchase of aircraft.

10. As of the Petition Date, the Debtors leased a total of 42 helicopters from the Milestone Parties, which are essential to the Debtors' operations and superior in vintage and relevant operating economics, as compared with others in the Debtors' fleet. These 42 helicopters were comprised of a combination of Sikorsky S92A and S76C++ model helicopters, Airbus EC225 and AS332L2 model helicopters, and AgustaWestland AW139 model helicopters.

11. The Debtors advanced discussions with the Milestone Parties, engaging in multiple in-person and telephonic negotiation sessions, which included principals and experienced professional advisors of both the Debtors and Milestone, and exchanging numerous drafts of proposals that led to a term sheet. These negotiations culminated in an agreement between the Debtors and the Milestone Parties for an overall transaction that the Debtors have determined provides the Debtors with fleet and cost adjustments necessary to achieve the goals of and implement the Debtors' fleet restructuring. As described in more detail below, included

in the cost savings and flexibility are reduction of lease rental rates, agreed return of certain helicopters, improved return conditions on helicopters, the lease of additional helicopters, and a new debt facility for the acquisition and/or refinancing of certain aircraft. Importantly, the other Consenting Creditor Parties have consented to and signed onto a Plan Support Agreement that includes the provisions of the Milestone Term Sheet.

Material Terms of Milestone Term Sheet

12. The key economic and other terms of the Milestone Term Sheet are as follows:

a. the reduction of lease rental rates for [REDACTED] helicopters that will remain in the Debtors' fleet pursuant to the Definitive Restructuring Documents (as defined in the Milestone Term Sheet), which reduces monthly rental payments in the aggregate by approximately [REDACTED];

b. restructuring of key provisions in helicopter lease documents, including [REDACTED];

c. the consensual return of [REDACTED] helicopters;

d. an option to extend the lease term for [REDACTED] of the helicopters;

e. amendments to the return conditions for certain of the helicopters from [REDACTED];

f. provision of a new $150 million committed debt facility for the acquisition and/or refinancing of certain aircraft in accordance with the terms and conditions set forth in the commitment letter by Milestone Party PK Transportation Finance Ireland Limited ("**PK**") to the Debtors annexed as **Exhibit B** to the Milestone Term Sheet (the "**PK Financing Commitment Letter**"), to be entered upon the Plan Effective Date;

g. the lease of [REDACTED] at favorable lease rates;

h. agreement on certain administrative expense claims;

i. payment or reimbursement of the expenses of PK provided for in the PK Financing Commitment Letter (the "**PK Expenses**");

j. payment of $420,000 to the Milestone Parties, which is to be paid ten (10) business days after entrance of the Support Agreements Approval Order and credited to the professional fees of all advisors to the Milestone Parties incurred in connection with

the transactions contemplated by the Milestone Term Sheet, and payment of $500,000 to the Milestone Parties for legal fees incurred in respect of the Plan Support Agreement, which is to be paid 10 (ten) business days after entrance of the Support Agreements Approval Order (collectively, and together with the PK Expenses, the "**Milestone Expenses**"); and

k. payment of a transaction fee in the aggregate amount of $4.25 million (the "**Milestone Transaction Fee**"), payable in two installments: (a) $3.25 million payable 10 (ten) business days after entry of the Support Agreements Approval Order; and (b) $1 million payable on the Effective Date of the Plan.

13. In addition, as damages for the rejection of certain leases under the Lease Rejection Orders (as defined in the Milestone Term Sheet) and modification of certain leases contemplated by the Milestone Term Sheet, the Milestone Parties and the Debtors agreed to a stipulated General Unsecured Claim against the Debtors in the amount set forth in Exhibit C to the Milestone Term Sheet (the "**Milestone General Unsecured Claim**") to be treated in accordance with the CHC Plan.. The Milestone General Unsecured Claim consists of two components: (i) a claim arising out of the modified lease terms for the Committed Aircraft (as such term is defined in the Milestone Term Sheet) and (ii) a claim arising out of the rejection of the Rejected Aircraft (as such term is defined in the Milestone Term Sheet). The Committed Aircraft component is based upon the net present value of lost rent when comparing the pre-filing lease rates to the restructured lease rates. The Rejected Aircraft component is based upon a similar net present value calculation on lease rates plus the addition of a fixed charge for return conditions, other insurance and storage costs. Any applicable security deposits and other mitigation were then applied to arrive at an estimated range of claims.

14. The Debtors needed certain helicopters to service the business plan, but it was not possible to simply choose various leases and assume them, as the rates and terms under the existing leases were unacceptable to the Debtors.

15. The Milestone General Unsecured Claim is several hundred millions of dollars less than asserted and also represents an agreement to waive any potential claims against sublease, and sub-sublease entities. Settlement of the Milestone General Unsecured Claim avoids complex litigation over amount and validity of claims, return conditions, and modification costs. While the Debtors have stipulated to the allowed claim amount to be treated in accordance with the CHC Plan, if the CHC Plan is not confirmed by the outside date set forth in the PSA, the Committee has thirty (30) days to object to the amount and validity of the Milestone General Unsecured Claim.

16. I believe that the global resolution embodied in the Milestone Term Sheet is fair and equitable and in the best interest of the Debtors, their estates and creditors, and should be approved. As set forth above, under the Milestone Term Sheet, the Milestone Parties are providing the Debtors cost savings and flexibility upwards of [REDACTED] over the life of the [REDACTED], by reducing the lease rental rates and the consensual return of certain excess aircraft on agreed upon return provisions. The Milestone Term Sheet also allows the Debtors to lease additional aircraft from the Milestone Parties at market rates.

17. In addition, the Milestone Term Sheet also contains the PK Financing Commitment Letter for a $150 million debt facility for the acquisition and/or refinancing of certain additional aircraft, which is an important element of overall transaction. The PK Financing Commitment Letter provides the Debtors with access to $150 million in incremental liquidity, which will enable the Debtors to finance additional aircraft post-emergence. The PK Financing Commitment Letter is not an exclusive financing and the Debtors have the ability to enter into alternative financing(s) pursuant to the terms of the Milestone Term Sheet. The PK Expenses include a commitment fee of 0.75% of the maximum commitment to be paid as of the

date that the Support Agreements Approval Order is entered. The Debtors determined that the payment of 0.75% fee is reasonable because it provides the Debtors with crucial access to liquidity upon emergence and flexibility in the event the Debtors need to acquire or refinance certain additional aircraft, while also allowing the Debtors to entertain alternative financing proposals.

18. With respect to the Milestone Term Sheet's provision for payment of the Milestone Expenses and the Milestone Transaction Fee (collectively, the "**Expenses**"), such a provision is reasonable and customary in transactions of this type and magnitude. During the course of the Debtors' negotiations with the Milestone Parties, it became apparent that payments for the Expenses would be necessary for the Debtors to induce the Milestone Parties to enter into the Milestone Term Sheet, and that such Expenses were minimal when compared to the benefit to the Debtors and the Debtors' estates.

19. The Milestone Term Sheet, which is a critical element of the Plan Support Agreement, is the product of lengthy, good faith, arm's-length negotiations between the Debtors and Milestone, which culminated in a global term sheet that falls well within the range of reasonable outcomes. The cost savings, the improved return conditions, the flexibility to access incremental financing and the Milestone General Unsecured Claim, all comprise various components of this overall transaction and settlement that, taken together, provide significant economic benefit to the estates and certainty with respect to the Debtors' fleet. Litigating or attempting to resolve each component separately would have been burdensome. The Milestone Term Sheet also provides for a prompt and global resolution of the various claims of the Milestone Parties, which was required by the Milestone Parties as part of the overall settlement and transaction. Absent a settlement, there would be uncertainty and significant litigation costs,

and potential delay in emergence from chapter 11. The probability that the Debtors would succeed in litigation with respect to all of the issues resolved by the Milestone Term Sheet in a more favorable manner is uncertain and contains significant risks. Moreover, the Milestone Term Sheet also has the support of the parties to the PSA, including the Committee and the Consenting Creditors.

20. The Milestone Term Sheet serves as an important component of the Debtors' fleet reconfiguration – a key goal of the Debtors' restructuring efforts, particularly when coupled with the other agreements already reached with smaller lessors that have already been approved by the court. Including the Milestone Parties and the Milestone Term Sheet as part of the Plan Support Agreement assisted in securing the agreement of the Milestone Parties, as well as the Debtors' other major stakeholders, to commit to vote in favor of the Debtors' proposed chapter 11 plan, thus facilitating the confirmation process and the path to emergence.

21. Lastly, the Milestone Term Sheet contains information that both the Debtors and the Milestone Parties deem commercially sensitive such as individual lease rates, certain lease terms, including purchase and extension options, return conditions, and certain financing terms. Providing that information publicly to competitor lessors or other operators in the helicopter industry would have a detrimental impact on the Debtors' and the Milestone Parties' businesses. Sharing of such information will also hinder the Debtors' ability to effectively renegotiate lease terms with other lessors that are necessary to their overall fleet reconfiguration. The Motion to Seal seeks relief that will protect the Debtors and the Milestone Parties from such competitive harm.

22. Therefore, the Court should approve the Support Agreements Motion, including the Milestone Term Sheet, and the Motion to Seal, all which benefit the Debtors'

estates by enabling the Debtors to emerge from chapter 11 pursuant to the CHC Plan, which is supported by most of the Debtors' key constituencies, provides for a right-sized balance sheet and a reconfigured and superior fleet that provides the Debtors with the necessary aircraft they need in the current environment.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 24, 2016
Houston, Texas

/s/Michael B. Cox
Michael B. Cox

EXHIBIT A

Debtors

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

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

This is Exhibit "E" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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Attorneys for Debtors and Debtors in Possession

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

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

NOTICE OF FILING (I) AMENDMENT TO PLAN SUPPORT AGREEMENT, (II) AMENDMENT TO BACKSTOP AGREEMENT, AND (III) AMENDMENT TO MILESTONE TERM SHEET

PLEASE TAKE NOTICE that, on October 11, 2016, CHC Group Ltd. and its related debtors, as debtors and debtors in possession (collectively, the "**Debtors**")[1], filed the *Debtor's Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet*, dated October 11, 2016 [Docket No. 956] (the "**Support Agreements Motion** ").[2]

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

[2] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Support Agreements Motion.

The Support Agreements Motion seeks approval of the Plan Support Agreement, the Backstop Agreement, and the Milestone Term Sheet. The Plan Support Agreement is attached to the Support Agreements Motion as Exhibit C, and the Milestone Term Sheet and the Backstop Agreement are attached to the Plan Support Agreement as Exhibit A and Exhibit B, respectively.

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment to the Plan Support Agreement*, dated November 3, 2016 (the "**Plan Support Agreement Amendment**"). A copy of the Plan Support Agreement Amendment is annexed hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment No. 1 to Term Sheet*, dated November 3, 2016 (the "**Milestone Term Sheet Amendment**"). A copy of the Milestone Term Sheet Amendment is annexed hereto as **Exhibit A** to **Exhibit 2**.

[Balance of page intentionally left blank]

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment to Backstop Agreement*, dated November 3, 2016 (the "**Backstop Agreement Amendment**"). A copy of the Backstop Agreement Amendment is annexed hereto as **Exhibit 3**.

Dated: Dallas, Texas
November 3, 2016

/s/ Stephen A. Youngman
WEIL, GOTSHAL & MANGES LLP

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Attorneys for Debtors and Debtors in Possession

Exhibit 1

Debtors

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Group Ltd.	7405
6922767 Holding SARL	8004
Capital Aviation Services B.V.	2415
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CHC Cayman ABL Holdings Ltd.	4835
CHC Cayman Investments I Ltd.	8558
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CHC Global Operations (2008) ULC	7214
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CHC Helicopter (2) S.à r.l.	9088
CHC Helicopter (3) S.à r.l.	9297
CHC Helicopter (4) S.à r.l.	9655
CHC Helicopter (5) S.à r.l.	9897
CHC Helicopter Australia Pty Ltd	2402
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Lloyd Helicopters International Pty. Ltd.	2400
Lloyd Helicopters Pty. Ltd.	2393
Management Aviation Limited	2135

Exhibit 2

Plan Support Agreement Amendment

Execution Version

AMENDMENT TO PLAN SUPPORT AGREEMENT

THIS AMENDMENT dated as of November 3, 2016 (this "Amendment") is entered into by and among:

(i) CHC Group Ltd. (the "Company");

(ii) 6922767 Holding SARL, Capital Aviation Services B.V., CHC Cayman ABL Borrower Ltd., CHC Cayman ABL Holdings Ltd., CHC Cayman Investments I Ltd., CHC Den Helder B.V., CHC Global Operations (2008) ULC, CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Helicopter (1) S.à r.l., CHC Helicopter (2) S.à r.l., CHC Helicopter (3) S.à r.l., CHC Helicopter (4) S.à r.l., CHC Helicopter (5) S.à r.l., CHC Helicopter Australia Pty Ltd, CHC Helicopter Holding S.à r.l., CHC Helicopter S.A., CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, CHC Holding (UK) Limited, CHC Holding NL B.V., CHC Hoofddorp B.V., CHC Leasing (Ireland) Limited, 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, each such entity an affiliate of the Company (such entities, together with the Company, the "CHC Parties" and each a "CHC Party");

(iii) the undersigned beneficial holders, or investment advisors or managers for the account of such beneficial holders together with their respective successors and permitted assigns (each, a "Plan Sponsor" and, collectively, the "Plan Sponsors"), of the 9.25% Senior Secured Notes due 2020 issued under that certain Indenture, dated as of October 4, 2010, by and among CHC Helicopter S.A., as issuer, each of the guarantors named therein, HSBC Corporate Trustee Company (UK) Limited, as collateral agent, and The Bank of New York Mellon, as indenture trustee;

(iv) the Official Committee of Unsecured Creditors (the "UCC");[1]

(v) The Milestone Aviation Group Limited ("Milestone") and The Milestone Aviation Asset Holding Group No. 1 Ltd ("Milestone 1"), The Milestone Aviation Asset Holding Group No. 8 Ltd ("Milestone 8"), The Milestone Aviation Asset Holding Group No. 20 Ltd ("Milestone 20"), The Milestone Aviation Asset Holding Group No. 25 Ltd ("Milestone 25" and together with Milestone 1, Milestone 8 and Milestone 20, the "Milestone Beneficial Owners"), Milestone

[1] The capitalized term "UCC" does not apply to the members of the UCC in their individual capacities. All members of the UCC reserve and retain their individual rights, whatever they may be, with respect to this Amendment and any motions filed before the Bankruptcy Court. For the avoidance of doubt, the obligations set forth in this Amendment shall be construed to bind any individual member of the UCC only if such member has separately executed this Amendment or a Joinder Agreement in its individual capacity.

Export Leasing, Limited ("Milestone Export"), GE Capital Equipment Finance Ltd ("GE Capital") and GE European Equipment Finance (Aircraft No. 2) Limited ("GE European" and together with Milestone Export and GE Capital, the "Milestone Lessors") (each of Milestone, the Milestone Beneficial Owners, and the Milestone Lessors, a "Milestone Party" and collectively, the "Milestone Parties"),

(vi) Marble Ridge Capital L.P. ("Marble Ridge") as a beneficial holder (or an investment advisor to or manager for the account of such a holder) of 9.375% Senior Notes due 2021, issued by CHC Helicopter S.A. pursuant to that certain indenture, dated as of May 13, 2013, by and among CHC Helicopter S.A., as issuer, each of the guarantors named therein and Law Debenture Trust Company, as successor trustee; and

(vii) Solus Alternative Asset Management LP ("Solus" and, together with Marble Ridge, the "Individual Creditor Parties") as a beneficial holder (or an investment advisor to or manager for the account of such a holder) of Unsecured Notes.

The CHC Parties, the Plan Sponsors, the UCC, the Milestone Parties and the Individual Creditor Parties are referred to herein as the "Amendment Parties" and each individually as an "Amendment Party." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the PSA (as defined below).

RECITALS

WHEREAS, the Amendment Parties (together with certain other parties) entered into that certain Plan Support Agreement dated as of October 11, 2016 (as amended, supplemented or otherwise modified from time to time, the "PSA");

WHEREAS, the Amendment Parties wish to amend certain provisions of the PSA; and

WHEREAS, the Amendment Parties wish to take such actions necessary to give effect to such amendments.

AMENDMENTS

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the PSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Amendment Parties agree as follows:

Section 1. Amendments.

(a) Section 5(b)(viii) of the PSA is hereby amended and restated in its entirety as follows:

"(viii) incur, create, assume or suffer to exist any indebtedness or any guarantee of any indebtedness of any of the CHC Parties or the CHC Parties' direct and indirect

subsidiaries and affiliates, except (A) indebtedness and guarantees existing and outstanding as of September 1, 2016, (B) trade payables, and with liabilities arising and incurred in the ordinary course of business consistent past practice and (C) intercompany indebtedness among the CHC Parties or the CHC Parties' direct and indirect subsidiaries and affiliates, consistent with their respective cash management systems or as contemplated by the restructuring transactions to be outlined in an exhibit to the CHC Plan;"

(b) Subsections (A), (B), (D), (E), (F) and (G) of Section 6(a)(ii) of the PSA are hereby amended and restated in their entirety as follows:

"(A) obtain entry of the PSA Approval Order by the Bankruptcy Court as soon as reasonably practicable and in no event later than November 23, 2016;"

"(B) file the CHC Plan and CHC Disclosure Statement with the Bankruptcy Court by no later than November 11, 2016, which CHC Plan and CHC Disclosure Statement shall be in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC;"

"(D) obtain entry of the CHC Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court no later than December 22, 2016, which orders shall be in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC;"

"(E) commence the Solicitation and Rights Offering no later than five (5) business days after both the entry of the CHC Disclosure Statement Order and the order approving the Rights Offering Procedures by the Bankruptcy Court;"

"(F) obtain the entry by the Bankruptcy Court of the Final Cash Collateral Order by no later than November 30, 2016, which order is in all respects reasonably acceptable to the CHC Parties, Plan Sponsors and the UCC;"

"(G) obtain the entry of a Final Order confirming the CHC Plan pursuant to section 1129 of the Bankruptcy Code (the "Confirmation Order") by no later than March 17, 2017, which CHC Plan and Confirmation Order are in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC; or"

(c) Section 6(e)(vii) of the PSA is hereby amended and restated in its entirety as follows:

"(vii) if the Confirmation Order is not entered by March 31, 2017, which CHC Plan and Confirmation Order are in all respects reasonably acceptable to the CHC Parties, Requisite Plan Sponsors and UCC;"

(d) Section 10 of the PSA is hereby amended and restated in its entirety as follows:

"This Agreement may be modified, amended or supplemented, and any terms may be waived, only upon written approval of the CHC Parties (which written approval may be

executed by the Company on behalf of all the CHC Parties), the Requisite Plan Sponsors and the UCC, and, solely to the extent such modification, amendment, supplement or waiver materially, adversely, disproportionately and directly impacts (x) the treatment of any Claims of the Individual Creditor Parties or the Milestone Parties, held directly or indirectly through the Milestone Trustees acting on its behalf, (y) the rights or obligations of the Individual Creditor Parties or the Milestone Parties hereunder or (z) the terms of the Milestone Term Sheet and Milestone Documents with respect to the Milestone Parties, upon written approval of the Individual Creditor Parties or the Milestone Parties (which written approval may be executed by Milestone on behalf of all the Milestone Parties), to the extent applicable to such Party; provided that if the modification, amendment, supplement or waiver at issue materially, adversely and directly impacts the treatment or rights of any Plan Sponsor differently than any other Plan Sponsor other than as set forth in this Agreement, the agreement in writing of such Plan Sponsor shall also be required for such modification, amendment, supplement or waiver to be effective. Any modification, amendment, supplement or waiver made in compliance with this Section 10 shall be binding on all Parties, regardless of whether a particular Party has executed or consented to such modification, amendment, supplement or waiver. Notwithstanding anything to the contrary herein, the Milestone Term Sheet and the Milestone Documents may not be modified, amended, or supplemented, nor may any terms therein be waived, without the express written consent of the Milestone Parties (which written approval may be executed by Milestone on behalf of all the Milestone Parties)."

(e) The Milestone Term Sheet (which was attached to the PSA as Exhibit C) is hereby amended in the form set forth in Exhibit A hereto.

Section 2. Effectiveness. This Amendment shall become effective and binding on the Amendment Parties in accordance with the terms of the PSA upon the execution and delivery by the CHC Parties, the Requisite Plan Sponsors, the UCC, the Milestone Parties and the Individual Creditor Parties of an executed signature page hereto; *provided, however*, the CHC Parties, the Requisite Plan Sponsors and the UCC expressly reserve all rights, and take no position, with respect to whether the consent of the Individual Creditor Parties is required pursuant to Section 10 of the PSA in order for this Amendment to become effective and binding.

Section 3. Miscellaneous.

3.1 Except as specifically set forth herein, the terms of the PSA shall remain in full force and effect and are hereby ratified and confirmed.

3.2 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Amendment delivered by facsimile, PDF or otherwise shall be deemed to be an original for the purposes of this paragraph.

[Signature Page Follows]

IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

CHC PARTIES

CHC Group Ltd.

By:_____
Name: Karl Fessenden
Title: President and Chief Executive Officer

6922767 Holding SARL

By:_____
Name: Hooman Yazhari
Title: Class A Manager

Capital Aviation Services B.V.

By:_____
Name:
Title:

CHC Cayman ABL Borrower Ltd.

By:_____
Name: Hooman Yazhari
Title: Director

CHC Cayman ABL Holdings Ltd.

By:_____
Name: Hooman Yazhari
Title: Director

IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

CHC PARTIES

CHC Group Ltd.

By:_____
Name:
Title:

6922767 Holding SARL

By:_____
Name:
Title:

Capital Aviation Services B.V.

By:_____
Name: CHRIS MAROUSEK
Title: DIRECTOR

CHC Cayman ABL Borrower Ltd.

By:_____
Name:
Title:

CHC Cayman ABL Holdings Ltd.

By:_____
Name:
Title:

CHC Cayman Investments I Ltd.

By:_____
Name: Hooman Yazhari
Title: Director

CHC Den Helder B.V.

By:_____
Name:
Title:

CHC Global Operations (2008) ULC

By:_____
Name:
Title:

CHC Global Operations Canada (2008) ULC

By:_____
Name:
Title:

CHC Global Operations International ULC

By:_____
Name:
Title:

CHC Helicopter (1) S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Cayman Investments I Ltd.

By:_____
Name:
Title:

CHC Den Helder B.V.

By:_____
Name: CHRIS MURPHY
Title: DIRECTOR

CHC Global Operations (2008) ULC

By:_____
Name:
Title:

CHC Global Operations Canada (2008) ULC

By:_____
Name:
Title:

CHC Global Operations International ULC

By:_____
Name:
Title:

CHC Helicopter (1) S.à r.l.

By:_____
Name:
Title:

CHC Cayman Investments I Ltd.

By:_____
Name:
Title:

CHC Den Helder B.V.

By:_____
Name:
Title:

CHC Global Operations (2008) ULC

By:_____
Name: PAUL KING
Title: SVP/CIO

CHC Global Operations Canada (2008) ULC

By:_____
Name: PAUL KING
Title: SVP/CIO

CHC Global Operations International ULC

By:_____
Name: PAUL KING
Title: SVP/CIO

CHC Helicopter (1) S.à r.l.

By:_____
Name:
Title:

CHC Helicopter (2) S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (3) S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (4) S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (5) S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter Australia Pty Ltd

By:_____
Name:
Title:

CHC Helicopter Holding S.à r.l.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (2) S.à r.l.

By:_____
Name:
Title:

CHC Helicopter (3) S.à r.l.

By:_____
Name:
Title:

CHC Helicopter (4) S.à r.l.

By:_____
Name:
Title:

CHC Helicopter (5) S.à r.l.

By:_____
Name:
Title:

CHC Helicopter Australia Pty Ltd

By:_____
Name: Lee Eckert
Title: Finance Director

CHC Helicopter Holding S.à r.l.

By:_____
Name:
Title:

CHC Helicopter S.A.

By:_____
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopters (Barbados) Limited

By:_____
Name:
Title:

CHC Helicopters (Barbados) SRL

By:_____
Name:
Title:

CHC Holding (UK) Limited

By:_____
Name:
Title:

CHC Holding NL B.V.

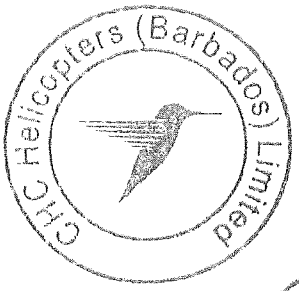
By:_____
Name:
Title:

CHC Hoofddorp B.V.

By:_____
Name:
Title:

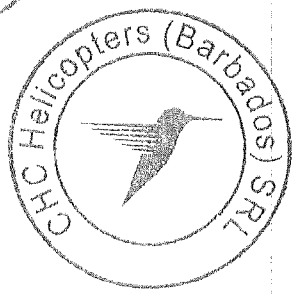
CHC Helicopter S.A.

By:_____
Name:
Title:



CHC Helicopters (Barbados) Limited

By:_____
Name: John R.S. Mackenzie
Title: Director



CHC Helicopters (Barbados) SRL

By:_____
Name: John R.S. Mackenzie
Title: Manager

CHC Holding (UK) Limited

By:_____
Name:
Title:

CHC Holding NL B.V.

By:_____
Name:
Title:

CHC Hoofddorp B.V.

By:_____
Name:
Title:

CHC Helicopter S.A.

By:_____
Name:
Title:

CHC Helicopters (Barbados) Limited

By:_____
Name:
Title:

CHC Helicopters (Barbados) SRL

By:_____
Name:
Title:

CHC Holding (UK) Limited

By:_____
Name: D CURBISHLEY
Title: DIRECTOR

CHC Holding NL B.V.

By:_____
Name:
Title:

CHC Hoofddorp B.V.

By:_____
Name:
Title:

CHC Helicopter S.A.

By:_____
Name:
Title:

CHC Helicopters (Barbados) Limited

By:_____
Name:
Title:

CHC Helicopters (Barbados) SRL

By:_____
Name:
Title:

CHC Holding (UK) Limited

By:_____
Name:
Title:

CHC Holding NL B.V.

By:_____
Name: CHRIS KRAMPOUSKI
Title: DIRECTOR

CHC Hoofddorp B.V.

By:_____
Name: CHRIS KRAMPOUSKI
Title: DIRECTOR

[Signature Page to Amendment to PSA]

CHC Leasing (Ireland) Limited

By: Declan Moloney
Name: DECLAN MOLONEY
Title: DIRECTOR

CHC Netherlands B.V.

By:_____
Name:
Title:

CHC Norway Acquisition Co AS

By:_____
Name:
Title:

Heli-One (Netherlands) B.V.

By:_____
Name:
Title:

Heli-One (Norway) AS

By:_____
Name:
Title:

CHC Leasing (Ireland) Limited

By:_____
Name:
Title:

CHC Netherlands B.V.

By:_____
Name: CHRIS MAYCOCK
Title: DIRECTOR

CHC Norway Acquisition Co AS

By:_____
Name:
Title:

Heli-One (Netherlands) B.V.

By:_____
Name: CHRIS MAYCOCK
Title: DIRECTOR

Heli-One (Norway) AS

By:_____
Name:
Title:

CHC Leasing (Ireland) Limited

By:_____
Name:
Title:

CHC Netherlands B.V.

By:_____
Name:
Title:

CHC Norway Acquisition Co AS

By:_____
Name: EDWARD HERBERT LANE
Title: MANAGING DIRECTOR

Heli-One (Netherlands) B.V.

By:_____
Name:
Title:

Heli-One (Norway) AS

By:_____
Name: EDWARD HERBERT LANE
Title: MANAGING DIRECTOR

Heli-One (U.S.) Inc.

By:_____
Name: Anthony DiNota
Title: President

Heli-One (UK) Limited

By:_____
Name:
Title:

Heli-One Canada ULC

By:_____
Name:
Title:

Heli-One Holdings (UK) Limited

By:_____
Name:
Title:

Heli-One Leasing (Norway) AS

By:_____
Name:
Title:

Heli-One Leasing ULC

By:_____
Name:
Title:

Heli-One (U.S.) Inc.

By:_____
Name:
Title:

Heli-One (UK) Limited

By:_____
Name: D CORBETT
Title: DIRECTOR

Heli-One Canada ULC

By:_____
Name:
Title:

Heli-One Holdings (UK) Limited

By:_____
Name: D CORBETT
Title: DIRECTOR

Heli-One Leasing (Norway) AS

By:_____
Name:
Title:

Heli-One Leasing ULC

By:_____
Name:
Title:

Heli-One (U.S.) Inc.

By:_____
Name:
Title:

Heli-One (UK) Limited

By:_____
Name:
Title:

Heli-One Canada ULC

By:_____
Name: PAUL KING
Title: SVP / CIO

Heli-One Holdings (UK) Limited

By:_____
Name:
Title:

Heli-One Leasing (Norway) AS

By:_____
Name:
Title:

Heli-One Leasing ULC

By:_____
Name: PAUL KING
Title: SVP / CIO

Heli-One (U.S.) Inc.

By:_____
Name:
Title:

Heli-One (UK) Limited

By:_____
Name:
Title:

Heli-One Canada ULC

By:_____
Name:
Title:

Heli-One Holdings (UK) Limited

By:_____
Name:
Title:

Heli-One Leasing (Norway) AS

By:_____
Name: EDWARD HERBERT LANE
Title: CHAIRMAN

Heli-One Leasing ULC

By:_____
Name:
Title:

Heli-One USA Inc.

By: Anthony DiNota
Name: Anthony DiNota
Title: President

Heliworld Leasing Limited

By:_____
Name:
Title:

Integra Leasing AS

By:_____
Name:
Title:

Lloyd Bass Strait Helicopters Pty. Ltd.

By:_____
Name:
Title:

Lloyd Helicopter Services Limited

By:_____
Name:
Title:

Lloyd Helicopter Services Pty. Ltd.

By:_____
Name:
Title:

Heli-One USA Inc.

By:_____
Name:
Title:

Heliworld Leasing Limited

By:_____
Name: D CORBETT
Title: DIRECTOR

Integra Leasing AS

By:_____
Name:
Title:

Lloyd Bass Strait Helicopters Pty. Ltd.

By:_____
Name:
Title:

Lloyd Helicopter Services Limited

By:_____
Name: D CORBETT
Title: DIRECTOR

Lloyd Helicopter Services Pty. Ltd.

By:_____
Name:
Title:

Heli-One USA Inc.

By:_____
Name:
Title:

Heliworld Leasing Limited

By:_____
Name:
Title:

Integra Leasing AS

By:_____
Name: EDWARD HERBERT LANE
Title: DIRECTOR

Lloyd Bass Strait Helicopters Pty. Ltd.

By:_____
Name:
Title:

Lloyd Helicopter Services Limited

By:_____
Name:
Title:

Lloyd Helicopter Services Pty. Ltd.

By:_____
Name:
Title:

Heli-One USA Inc.

By:_____
Name:
Title:

Heliworld Leasing Limited

By:_____
Name:
Title:

Integra Leasing AS

By:_____
Name:
Title:

Lloyd Bass Strait Helicopters Pty. Ltd.

By:_____
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopter Services Limited

By:_____
Name:
Title:

Lloyd Helicopter Services Pty. Ltd.

By:_____
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopters International Pty. Ltd.

By:_____
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopters Pty. Ltd.

By:_____
Name: Lee Eckert
Title: Finance Director

Management Aviation Limited

By:_____
Name:
Title:

Lloyd Helicopters International Pty. Ltd.

By:_____
Name:
Title:

Lloyd Helicopters Pty. Ltd.

By:_____
Name:
Title:

Management Aviation Limited

By:_____
Name: D CORBETT
Title: DIRECTOR

Requisite Plan Sponsors

Future Fund Board of Guardians
By: Bain Capital Credit, LP, as Investment Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities (F), L.P

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities V AIV II (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-A, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

Sankaty Credit Opportunities VI-B (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (CalPERS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Bain Capital High Income Partnership, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (E), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

Sankaty Managed Account (FSS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (PSERS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (TCCC), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Rio Grande FMC, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

Sears Holdings Pension Trust
By: Bain Capital Credit, LP, as Investment Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-EU (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-G, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Los Angeles County Employees Retirement Association
By: Bain Capital Credit, LP, as Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

American Century Capital Portfolios, Inc. – AC Alternatives Income Fund
By: Bain Capital Credit, LP, as Subadvisor

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

ALLIANCEBERNSTEIN L.P.
on behalf of its discretionary accounts

By: _____

Name: ROBERT SCHWARTZ

Title: SENIOR VICE PRESIDENT

Requisite Plan Sponsors

Wayzata Opportunities Fund III, L.P.
By: WOF III GP, L.P., its General Partner
By: WOF III GP, LLC, its General Partner

By: 

Name: Mary Burns

Title: Authorized Signatory

Wayzata Opportunities Fund Offshore III, L.P.
By: Wayzata Offshore GP III, LLC, its General Partner

By: 

Name: Mary Burns

Title: Authorized Signatory

Requisite Plan Sponsors

CARL MARKS STRATEGIC INVESTMENTS, L.P.

By: _____

Name: James F. Wilson

Title: Managing Member

CARL MARKS STRATEGIC OPPORTUNITIES FUND II, L.P.

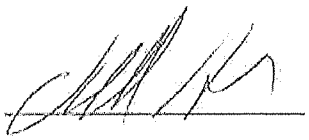
By: _____

Name: James F. Wilson

Title: Managing Member

Requisite Plan Sponsors

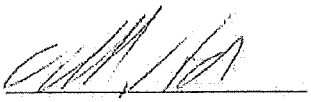
Tennenbaum Special Situations IX-O, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 

Name: David Hollander
Managing Partner

Title: _____

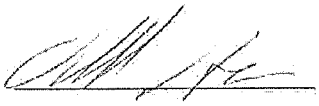
Tennenbaum Special Situations Fund IX-C, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 

Name: _____
David Hollander
Managing Partner

Title: _____

Tennenbaum Special Situations Fund IX, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

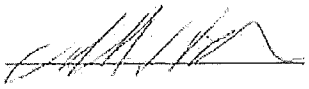
By: 

Name: _____
David Hollander
Managing Partner

Title: _____

Requisite Plan Sponsors

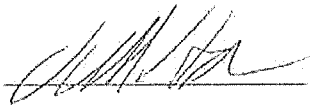
Tennenbaum Opportunities Fund VI, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 

Name: David Hollander
Managing Partner

Title: _____

Tennenbaum Special Situations IX-S, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 

Name: David Hollander
Managing Partner

Title: _____

Requisite Plan Sponsors

FRANKLIN ADVISERS, INC. as investment manager on behalf of certain funds and accounts

By: GC Voyles

Name: Glenn Voyles

Title: VP

UCC

Official Committee of Unsecured Creditors

Douglas H. Mannal

Counsel to the UCC

INDIVIDUAL CREDITOR PARTIES

Marble Ridge Capital L.P.

By: _____

Name: DANIEL KAMENSKY

Title: AUTHORIZED SIGNATORY

Solus Alternative Asset Management LP

By: C. J. Lanktree

Name: C.J. Lanktree

Title: EVP/Partner

MILESTONE PARTIES

The Milestone Aviation Group Limited

By: Mark England

Name: Mark England
Assistant Secretary

Title:

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 1 Ltd

By: Mark England

Name: Mark England

Title: Director

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 8 Ltd

By: Mark England

Name: Mark England

Title: Director

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 20 Ltd

By: _____

Name: Mark England

Title: Director

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 25 Ltd

By: _____

Name: Mark England

Title: Director

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

Milestone Export Leasing, Ltd.

By: _____

Name: Mark England

Title: Company Secretary

Location: Minerva House, 2nd Floor
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

GE Capital Equipment Finance Ltd.

By: David Wallis (as attorney)

Name: DAVID WALLIS

Title: LEAD COUNSEL, CORPORATE AIRCRAFT

GE European Equipment Finance (Aircraft No. 2) Limited

By: David Wallis (as attorney)

Name: DAVID WALLIS

Title: LEAD COUNSEL, CORPORATE AIRCRAFT

EXHIBIT A

AMENDED MILESTONE TERM SHEET

AMENDMENT NO.1

TO TERM SHEET

This Amendment No.1 to Term Sheet (the "Amendment") is entered into as of November 3, 2016, between CHC Group Ltd., as debtor and debtor in possession ("CHC") and The Milestone Aviation Group Limited ("Milestone") and amends the Term Sheet dated October 11, 2016 between CHC and Milestone (the "Term Sheet").

WHEREAS:

CHC and Milestone (together the "Parties") entered into the Term Sheet. The Parties intend to amend the Term Sheet as set out in Clause 2 herein.

IT IS AGREED as follows:

1. **Definitions**

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Term Sheet.

2. **Amendment**

The Parties herein agree that the Term Sheet shall be amended with effect from the date of this Amendment as follows:

The definition of "Qualified Plan Confirmation Order Outside Date" shall be deleted in its entirety and replaced with the following:

"Qualified Plan Confirmation Order Outside Date" shall mean March 17, 2017.

3. **General**

3.1 Sections 4.3 (*Confidentiality)*, 4.4 (*Miscellaneous)* and 4.5 (*Governing Law*) of the Term Sheet are hereby incorporated by reference into (and made part of) this Amendment as if fully set forth herein and any reference in such sections to "this Term Sheet" shall be read to refer to "this Amendment".

3.2 No variation of this Amendment shall be effective unless made in writing and signed by or on behalf of the Parties.

3.3 The Term Sheet shall remain in full force and unchanged in relation to any other matters not expressly set out in this Amendment and any reference in the Term Sheet to "this Term Sheet" shall be read and construed as a reference to the Term Sheet as amended by this Amendment.

3.4 The effectiveness of this Amendment is conditioned upon and subject to the approval of the United States Bankruptcy Court for the Northern District of Texas.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows.*]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 1 to the Term Sheet on the date and year set out above.

THE MILESTONE AVIATION GROUP LIMITED

By: Mark England

Name: Mark England
Title: Assistant Secretary
Location: [redacted]

[redacted] House, 2nd Floor
Shamonscourt Road
Ballsbridge
Dublin 4, Ireland

CHC GROUP LTD.

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 1 to the Term Sheet on the date and year set out above.

THE MILESTONE AVIATION GROUP LIMITED

By: _____

Name: _____

Title: _____

CHC GROUP LTD.

By: _____

Name: NICOLAS P. SNABLE

Title: Vice President

Exhibit 3

Backstop Agreement Amendment

Execution Version

AMENDMENT TO BACKSTOP AGREEMENT

THIS AMENDMENT dated as of November 3, 2016 (this "Amendment") is entered into by and among:

(i) CHC Group Ltd. (the "***Company***"); and

(ii) each of the undersigned parties identified on the signature pages hereto (each an "***Investor***" and collectively, the "***Investors***").

The Company and the Investors are referred to herein as the "Amendment Parties" and each individually as an "Amendment Party." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Backstop Agreement (as defined below).

RECITALS

WHEREAS, the Amendment Parties entered into that certain Backstop Agreement dated as of October 11, 2016 (as amended, supplemented or otherwise modified from time to time, the "Backstop Agreement");

WHEREAS, the Amendment Parties wish to amend certain provisions of the Backstop Agreement; and

WHEREAS, the Amendment Parties wish to take such actions necessary to give effect to such amendments.

AMENDMENTS

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the Backstop Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Amendment Parties agree as follows:

Section 1. Amendments. Subsections (A), (B), (D), (E), (F) and (G) of Section 10(a)(ii) of the Backstop Agreement are hereby amended and restated in their entirety as follows:

"(A) obtain entry of the PSA Approval Order by the Bankruptcy Court as soon as reasonably practicable and in no event later than November 23, 2016;"

"(B) file the Plan and Disclosure Statement with the Bankruptcy Court by no later than November 11, 2016, which Plan and Disclosure Statement shall be in all respects reasonably acceptable to the Debtors and the Requisite Plan Sponsors;"

"(D) obtain entry of the Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court no later than December 22, 2016, which orders shall be in all respects reasonably acceptable to the Requisite Plan Sponsors and the Debtors;"

"(E) commence the Solicitation (as defined in the Plan Support Agreement) and Rights Offering no later than five (5) Business Days after both the entry of the Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court;"

"(F) obtain the entry by the Bankruptcy Court of the Final Cash Collateral Order (as defined in the Plan Support Agreement) by no later than November 30, 2016, which order is reasonably acceptable in all respects to the Requisite Plan Sponsors and the Debtors;"

"(G) obtain the entry of the Confirmation Order that is a Final Order by no later than March 17, 2017, which Confirmation Order is in all respects reasonably acceptable to the Debtors and the Requisite Plan Sponsors; or"

Section 2. Effectiveness. This Amendment shall become effective and binding on the Amendment Parties in accordance with the terms of the Backstop Agreement upon the execution and delivery by the Company and the Requisite Investors of an executed signature page hereto.

Section 3. Miscellaneous.

3.1 Except as specifically set forth herein, the terms of the Backstop Agreement shall remain in full force and effect and are hereby ratified and confirmed.

3.2 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Amendment delivered by facsimile, PDF or otherwise shall be deemed to be an original for the purposes of this paragraph.

[Signature Page Follows]

IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

COMPANY

CHC Group Ltd.

By:_____
Name: Hooman Yazhari
Title: Senior Vice President, Legal & Administration

INVESTORS

Future Fund Board of Guardians
By: Bain Capital Credit, LP, as Investment Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities (F), L.P

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities V AIV II (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-A, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-B (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (CalPERS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Bain Capital High Income Partnership, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (E), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (FSS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (PSERS), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Managed Account (TCCC), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Rio Grande FMC, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sears Holdings Pension Trust
By: Bain Capital Credit, LP, as Investment Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-EU (Master), L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-G, L.P.

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Los Angeles County Employees Retirement Association
By: Bain Capital Credit, LP, as Manager

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

American Century Capital Portfolios, Inc. – AC Alternatives Income Fund
By: Bain Capital Credit, LP, as Subadvisor

By: DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

INVESTORS

AllianceBernstein LP

By: [signature]

Name: ROBERT SCHWARTZ

Title: SENIOR VICE PRESIDENT

INVESTORS

Wayzata Opportunities Fund III, L.P.
By: WOF III GP, L.P., its General Partner
By: WOF III GP, LLC, its General Partner

By: _____

Name: Joseph M. Beigman
Authorized Signatory

Title: _____

Wayzata Opportunities Fund Offshore III, L.P.
By: Wayzata Offshore GP III, LLC, its General Partner

By: _____

Name: Joseph M. Beigman
Authorized Signatory

Title: _____

INVESTORS

CARL MARKS STRATEGIC INVESTMENTS, L.P.

By: _____

Name: James F. Wilson Authorized Signatory

Title: _____

CARL MARKS STRATEGIC OPPORTUNITIES FUND II, L.P.

By: _____

Name: James F. Wilson Authorized Signatory

Title: _____

INVESTORS

Tennenbaum Special Situations IX-O, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____

Name: David Hollander
Managing Partner

Title: _____

Tennenbaum Special Situations Fund IX-C, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____

Name: David Hollander
Managing Partner

Title: _____

Tennenbaum Special Situations Fund IX, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____

Name: David Hollander
Managing Partner

Title: _____

Tennenbaum Opportunities Fund, VI, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____

Name: David Hollander
Managing Partner

Title: _____

Tennenbaum Special Situations IX-S, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____

Name: David Hollander
Managing Partner

Title: _____

INVESTORS

FHIT-FRANKLIN HIGH INCOME FUND
BY: FRANKLIN ADVISERS, INC., ITS INVESTMENT MANAGER

By: Glenn Voyles

Name: Glenn Voyles

Title: VP

Notwithstanding anything to the contrary in this Amendment, the provisions of this Amendment (including any obligations and restrictions) shall only apply to FHIT – Franklin High Income Fund (the "Fund") and shall not apply to any other fund or account managed by Franklin Advisers, Inc. or its affiliates. The Fund's agreement to enter into this Amendment is conditioned upon the preceding sentence.

Marble Ridge Capital L.P.

By: _____

Name: D. Lemansky

Title: Authorized Signatory

Solus Alternative Asset Management LP

By: C.J. Lankford

Name: C.J. Lankford

Title: EVP / Partner

This is Exhibit "F" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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

Docket #1044 Date Filed: 10/21/2016

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 October 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)**

SEVENTH 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 a sixth interim order granting the requested relief having been entered by the Court on September 23, 2016 (Docket No. 903) (the "**Sixth 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 seventh 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 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.

[1] **Schedule 1** does not include accounts closed since the Petition Date.

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 Seventh Interim Order or any action taken by the Debtors in implementing this Seventh 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 **November 2, 2016 at 1:15 p.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 26, 2016**.

18. Nothing contained in this Seventh Interim Order or any action taken by the Debtors in implementing this Seventh 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 Seventh 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 Seventh Interim 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
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

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 Canada ULC	HSBC Bank Canada	Restricted Account	USD	7071
164	Heli-One Holdings (UK) Limited	Bank of America, N.A. (London)	Checking	GBP	1033
165	Heli-One Leasing (Norway) AS	Nordea	Checking	NOK	8351

500

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
166	Heli-One Leasing (Norway) AS	Nordea	Checking	NOK	7380
167	Heli-One Leasing (Norway) AS	Nordea	Checking	EUR	7256
168	Heli-One Leasing (Norway) AS	Nordea	Checking	USD	3308
169	Heli-One Leasing (Norway) AS	Nordea	Checking	GBP	1093
170	Heli-One Leasing (Norway) AS	Nordea	Checking	USD	3147
171	Heli-One Leasing ULC	HSBC Bank Canada	Checking	CAD	5001
172	Heli-One Leasing ULC	HSBC Bank Canada	Checking	USD	5070
173	Heli-One Leasing ULC	Bank of America, N.A. (London)	Checking	GBP	0065
174	Heli-One Leasing ULC	Bank of America, N.A. (London)	Checking	EUR	0049
175	Heli-One Leasing ULC	Bank of America, N.A. (London)	Checking	NOK	0031
176	Heli-One Leasing ULC	Bank of America, N.A. (London)	Checking	USD	0015
177	Heli-One Leasing ULC	The Royal Bank of Scotland Group	Restricted Account	USD	4306
178	Heli-One Norway AS	Nordea	Checking	NOK	8394
179	Heli-One Norway AS	Nordea	Checking	EUR	7305
180	Heli-One Norway AS	Nordea	Checking	USD	3332
181	Heli-One Norway AS	Nordea	Checking	CAD	1907
182	Heli-One Norway AS	Nordea	Checking	GBP	1077
183	Heli-One Norway AS	Nordea	Checking	USD	1051
184	Heli-One Norway AS	Nordea	Restricted Account	NOK	2785
185	Heli-One UK Ltd	Bank of America, N.A. (London)	Checking	GBP	4019
186	Heli-One UK Ltd	Nordea	Checking	USD	1768
187	Heli-One (U.S.) Inc.	Bank of America, N.A. (London)	Checking	USD	1013
188	Heli-One USA Inc.	Bank of America, N.A. (London)	Checking	USD	2011
189	Heliworld Leasing Limited	Bank of America, N.A. (London)	Checking	EUR	5033
190	Heliworld Leasing Limited	Bank of America, N.A. (London)	Checking	USD	5025
191	Heliworld Leasing Limited	Bank of America, N.A. (London)	Checking	GBP	5017
192	Integra Leasing AS	Nordea	Checking	NOK	7437
193	Integra Leasing AS	Nordea	Checking	EUR	7153
194	Integra Leasing AS	Nordea	Checking	NOK	5243
195	Integra Leasing AS	Nordea	Checking	USD	1764
196	Integra Leasing AS	Nordea	Checking	USD	1625
197	Lloyd Helicopters Pty Ltd	Commonwealth Bank	Restricted Account	AUD	6305
198	Lloyd Helicopters Pty Ltd	Bank of America, N.A. (London)	Checking	EUR	3031
199	Lloyd Helicopters Pty Ltd	Bank of America, N.A. (London)	Checking	AUD	3023
200	Lloyd Helicopters Pty Ltd	Bank of America, N.A. (London)	Checking	USD	3015

This is Exhibit "G" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

PETER BYCHAWSKI
Barrister & Solicitor
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Docket #1045 Date Filed: 10/21/2016

502

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 October 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)**

SEVENTH INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT TO SECTIONS 105, 361, 362, 363, AND 507 OF THE BANKRUPTCY CODE; AND (III) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b)

Upon the Motion, dated May 5, 2016 (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 105, 361, 362, 363 and 507 of title 11 of the United

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

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States Code (the "**Bankruptcy Code**") and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") seeking:

(a) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to provide adequate protection to the Prepetition Secured Parties (as defined below) under:

(1) Credit Agreement, dated as of January 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Revolving Credit Agreement**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified, the "**Revolving Facility Documents**") by and among, *inter alios*, CHC SA and the other borrowers party thereto, with the lenders and issuing banks party thereto from time to time (collectively, the "**Revolving Facility Lenders**"), HSBC Bank PLC, as administrative agent (the "**Revolving Facility Administrative Agent**"), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Revolving Facility Lenders and the Revolving Facility Administrative Agent, the "**Revolving Facility Secured Parties**"), pursuant to which the Revolving Facility Lenders made a $375 million revolving credit facility available to the borrowers (the "**Revolving Facility**"), and

(2) Indenture, dated as of October 4, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Senior Secured Notes Indenture**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented, or otherwise modified from time to time, the "**Senior Secured Notes Documents**" and, together with the Revolving Facility Documents, the "**Revolver and Secured Notes Documents**"), by and among CHC SA, as issuer, The Bank of New York Mellon, as indenture trustee (in such capacity, the "**Senior Secured Notes Indenture Trustee**"), and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (together with the Senior Secured Notes Indenture Trustee and the Senior Secured Noteholders, the "**Senior Secured Notes Secured Parties**" and, together with the Revolving Facility Secured Parties, the "**Revolver and Secured Notes Parties**"), pursuant to which CHC Helicopter SA issued 9.250% Senior Secured Notes due 2020 in the original aggregate principal amount of $1.30 billion

(the "**Senior Secured Notes**," and the holders of such notes, the "**Senior Secured Noteholders**"), and

(3) Credit Agreement, dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with all agreements and documents delivered pursuant thereto or in connection therewith, including, but not limited to, any and all collateral and security documents, each as amended, restated, supplemented or otherwise modified from time to time, the "**ABL Facility Documents**" and, together with Revolver and Secured Notes Documents, the "**Prepetition Debt Documents**"), with the lenders and issuing banks party thereto from time to time (collectively, the "**ABL Lenders**" and, together with the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties, the "**Prepetition Secured Parties**"), and Morgan Stanley Senior Funding, Inc., as administrative agent (the "**ABL Facility Administrative Agent**"), BNP Paribas SA., as collateral agent (the "**ABL Facility Collateral Agent**" and, together with the Revolving Facility Administrative Agent, the ABL Facility Administrative Agent and the Senior Secured Notes Indenture Trustee, the "**Agents**"), pursuant to which the ABL Lenders have made available to the borrowers thereunder, a senior secured non-amortizing asset based revolving credit facility in an aggregate amount of up to $145 million (the "**ABL Facility**");

(b) authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to use "cash collateral" (as defined in section 363(a) of the Bankruptcy Code, "**Cash Collateral**"), and to use all other Prepetition Collateral (as defined below);

(c) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the "**First Interim Hearing**") on the Motion to be held before this Court to consider entry of an interim order (the "**First Interim Order**") (a) authorizing the Debtors to use the Prepetition Collateral (as defined below), including Cash Collateral, on the terms and conditions set forth in the interim and final orders and (b) granting adequate protection to the Agents;

(d) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing (the "**Final Hearing**") for this Court to consider entry of the Final Order authorizing the Debtors on a final basis to continue to use the Prepetition Collateral (as defined below), including Cash Collateral, and authorizing and approving the relief requested in the Motion to become effective pursuant to the Final Order; and

(e) waiver of any applicable stay with respect to the effectiveness and enforceability of any Interim Order or the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)).

Notice of the First Interim Hearing having been given in the manner set forth in the Motion; and the First Interim Hearing having been held by this Court on May 6, 2016; and the First Interim Order granting on an interim basis the relief sought in the Motion having been entered by the Court on May 7, 2016 [Docket No. 61]; and upon the record made at the second interim hearing held by this Court on June 6, 2016, and the second interim order (the "**Second Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on June 8, 2016 [Docket No. 274]; and upon the record made at the third interim hearing held by this Court on July 7, 2016 and the third interim order (the "**Third Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on July 8, 2016 [Docket No. 570]; and upon the record made at the fourth interim hearing held by this Court on August 4, 2016 and the fourth interim order (the "**Fourth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on August 9, 2016 [Docket No. 734]; and upon the record made at the fifth interim hearing held by this Court on August 30, 2016 and the fifth interim order (the "**Fifth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 2, 2016 [Docket No. 831]; and upon the record made at the sixth interim hearing held by this Court on September 22, 2016 and the sixth interim order (the "**Sixth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 23, 2016 [Docket No. 906]; and upon the record made at the sixth interim hearing held by this Court on October 18, 2016 (the "**Seventh Interim Hearing**") to consider entry of a seventh interim order (the "**Seventh 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 Seventh 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 Seventh 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, 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

[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, 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**").

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 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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, the Sixth Interim Order, and this Seventh 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 Seventh 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 Seventh 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, the Sixth Interim Order, and this Seventh 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 Seventh Interim Order, payments of any amounts for adequate protection, fees and expenses, or any other payments made pursuant to this Seventh 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 Seventh 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) November 3, 2016. Nothing in this Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order or any action taken by the Debtors in implementing this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order.*

(a) Except as expressly provided in this Seventh Interim Order, no claim or lien having a priority senior to or pari passu with those granted by this Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order, the adequate protection payments made pursuant to this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order, and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of this Seventh 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 Seventh Interim Order, including all findings in this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Seventh Interim Order.

31. *Final Hearing*. The Final Hearing is scheduled for **November 2, 2016 at 1:15 p.m. (Central Time)** before this Court. The Debtors shall promptly mail copies of this Seventh

Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Seventh 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 18, 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 26, 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 during the week of October 24, 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 31. 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 Seventh Interim Order.* To the extent any provision of this Seventh 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 Seventh 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 October 7, 2016

($ in 000s)	1 Forecast 10/7/2016	2 Forecast 10/14/2016	3 Forecast 10/21/2016	4 Forecast 10/28/2016	5 Forecast 11/4/2016	6 Forecast 11/11/2016	7 Forecast 11/18/2016	8 Forecast 11/25/2016	9 Forecast 12/2/2016	10 Forecast 12/9/2016	11 Forecast 12/16/2016	12 Forecast 12/23/2016	13 Forecast 12/30/2016	14 Forecast 1/6/2017
Beginning Cash	**$ 246,274**	**$ 281,820**	**$ 292,277**	**$ 280,836**	**$ 283,436**	**$ 268,198**	**$ 277,862**	**$ 253,622**	**$ 241,273**	**$ 225,939**	**$ 211,005**	**$ 215,768**	**$ 198,581**	**$ 205,291**
Operating Receipts	$ 18,881	$ 30,190	$ 6,274	$ 26,581	$ 10,144	$ 30,015	$ 6,612	$ 27,605	$ 4,160	$ 7,510	$ 22,819	$ 13,183	$ 21,924	$ 3,731
Other Receipts	36,516	931	3,941	621	5,161	604	455	1,322	2,819	474	619	921	2,209	594
Total Cash Receipts	**$ 55,397**	**$ 31,122**	**$ 10,214**	**$ 27,201**	**$ 15,305**	**$ 30,619**	**$ 7,067**	**$ 28,928**	**$ 6,980**	**$ 7,984**	**$ 23,438**	**$ 14,104**	**$ 24,133**	**$ 4,324**
Disbursements														
Payroll	$ 1,513	$ 10,461	$ 3,732	$ 8,460	$ 2,561	$ 5,412	$ 15,166	$ 6,076	$ 7,206	$ 7,767	$ 4,670	$ 8,389	$ 4,174	$ 3,922
Benefits	251	567	520	875	213	335	504	903	1	306	329	497	560	306
Pension	130	38	280	1,354	130	38	270	3,323	130	38	130	1,494	-	168
Aircraft Leases - Current	1,948	610	2,560	2,065	9,785	349	383	3,358	4,052	1,223	2,034	3,371	1,381	1,191
Aircraft Leases - Catch-Up	-	-	-	2,354	352	2,287	4,366	10,292	341	1,187	876	1,305	284	1,659
Aircraft Related Transactions	-	-	-	-	2,930	-	-	-	488	-	-	-	488	-
OEM	4,505	4,320	4,064	5,000	4,275	4,275	4,275	4,275	3,886	3,886	3,886	3,886	3,886	3,761
Debt Payments	200	-	-	-	200	-	-	-	200	-	-	-	-	200
FX / Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight & Customs	2,272	128	2,676	59	556	56	116	2,644	525	54	124	2,627	545	64
Taxes	31	(750)	784	(4,734)	(510)	(391)	(451)	1,694	(435)	(548)	946	86	(366)	(546)
Professional Fees	2,852	1,750	3,000	4,118	3,727	4,752	3,000	3,823	3,000	4,752	2,000	2,712	3,723	4,592
Insurance	-	1	241	(114)	2,946	-	241	3	(146)	580	241	-	-	-
Fuel	790	961	665	910	847	967	672	892	556	816	821	781	531	528
Training	251	439	737	866	243	324	473	693	389	391	398	537	243	430
Information Technology	321	321	321	321	344	344	344	344	310	310	310	310	310	310
Travel	677	444	444	709	673	441	441	506	563	669	498	443	374	891
Airport Fees	486	300	585	751	436	750	580	510	436	486	514	466	392	886
Building & PPE	204	289	475	391	407	348	214	755	383	331	197	750	104	530
Other Expenses	3,421	787	570	1,216	427	666	711	1,184	427	672	702	3,637	794	772
Total Disbursements	**$ 19,851**	**$ 20,664**	**$ 21,655**	**$ 24,602**	**$ 30,543**	**$ 20,955**	**$ 31,307**	**$ 41,277**	**$ 22,313**	**$ 22,918**	**$ 18,675**	**$ 31,290**	**$ 17,422**	**$ 19,663**
Net Cash Flow	**35,545**	**10,457**	**(11,441)**	**2,599**	**(15,238)**	**9,664**	**(24,240)**	**(12,349)**	**(15,333)**	**(14,935)**	**4,763**	**(17,187)**	**6,710**	**(15,339)**
Ending Cash - Operating	**$ 281,820**	**$ 292,277**	**$ 280,836**	**$ 283,436**	**$ 268,198**	**$ 277,862**	**$ 253,622**	**$ 241,273**	**$ 225,939**	**$ 211,005**	**$ 215,768**	**$ 198,581**	**$ 205,291**	**$ 189,952**

Case 16-31854-bjh11 Doc 1045 Filed 10/21/16 Entered 10/21/16 18:05:48 Page 27 of 28

528

CHC Current Forecast
as of October 7, 2016

($ in 000s)	15 Forecast 1/13/2017	16 Forecast 1/20/2017	17 Forecast 1/27/2017	18 Forecast 2/3/2017	19 Forecast 2/10/2017	20 Forecast 2/17/2017	21 Forecast 2/24/2017	22 Forecast 3/3/2017	22 Week Total
Beginning Cash	**$ 189,952**	**$ 200,115**	**$ 176,833**	**$ 175,750**	**$ 156,948**	**$ 169,822**	**$ 157,567**	**$ 144,552**	**$ 246,274**
Operating Receipts	$ 23,718	$ 6,151	$ 23,718	$ 4,260	$ 25,974	$ 6,097	$ 12,712	$ 16,531	$ 348,789
Other Receipts	879	2,457	1,242	5,280	1,288	1,410	599	6,047	76,388
Total Cash Receipts	**$ 24,597**	**$ 8,608**	**$ 24,960**	**$ 9,540**	**$ 27,262**	**$ 7,508**	**$ 13,310**	**$ 22,578**	**$ 425,177**
Disbursements									
Payroll	$ 3,838	$ 16,417	$ 10,196	$ 3,963	$ 2,113	$ 9,014	$ 5,632	$ 7,965	$ 148,646
Benefits	225	612	552	317	254	586	550	306	9,572
Pension	-	308	1,316	168	-	308	3,285	168	13,077
Aircraft Leases - Current	329	2,369	2,523	10,560	349	383	3,942	4,874	59,639
Aircraft Leases - Catch-Up	1,159	-	-	-	-	-	-	-	26,462
Aircraft Related Transactions	-	-	-	488	-	-	-	4,605	9,000
OEM	3,761	3,761	3,161	3,588	3,588	3,588	3,588	3,167	86,384
Debt Payments	-	-	-	200	-	-	-	200	1,200
FX / Fees	-	-	-	-	-	-	-	-	-
Freight & Customs	144	2,646	556	52	121	143	2,552	525	19,184
Taxes	(833)	(407)	1,436	(425)	(230)	522	120	(436)	(5,442)
Professional Fees	2,279	2,000	1,938	2,785	4,592	1,000	1,898	2,785	67,078
Insurance	-	241	-	2,946	520	241	-	-	7,942
Fuel	923	858	803	884	564	859	1,084	849	17,562
Training	365	322	992	280	285	456	406	299	9,819
Information Technology	301	301	301	312	312	312	312	312	6,982
Travel	460	524	605	633	458	458	603	493	12,006
Airport Fees	436	652	331	436	686	602	617	436	11,772
Building & PPE	210	751	210	517	206	454	586	500	8,812
Other Expenses	837	537	1,122	636	571	836	1,149	636	22,312
Total Disbursements	**$ 14,433**	**$ 31,890**	**$ 26,043**	**$ 28,342**	**$ 14,388**	**$ 19,763**	**$ 26,326**	**$ 27,685**	**$ 532,007**
Net Cash Flow	**10,163**	**(23,282)**	**(1,083)**	**(18,802)**	**12,874**	**(12,255)**	**(13,016)**	**(5,107)**	**(106,830)**
Ending Cash - Operating	**$ 200,115**	**$ 176,833**	**$ 175,750**	**$ 156,948**	**$ 169,822**	**$ 157,567**	**$ 144,552**	**$ 139,445**	**$ 139,445**

Case 16-31854-bjh11 Doc 1045 Filed 10/21/16 Entered 10/21/16 18:05:48 Page 28 of 28

This is Exhibit "H" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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Barrister & Solicitor
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Docket #0863 Date Filed: 09/15/2016

Hearing Date: October 18, 2016 at 9:00 a.m. (CT)
Objection Deadline: October 10, 2016 at 4:00 p.m. (CT)

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

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

DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM UNDER AN INTERIM RESTRUCTURING TERM SHEET WITH LOMBARD NORTH CENTRAL PLC AND EXPORT DEVELOPMENT CANADA

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE BANKRUPTCY COURT BEFORE 4:00 P.M. (CT) ON MONDAY, OCTOBER 10, 2016, WHICH IS AT LEAST 24 DAYS FROM THE DATE OF SERVICE HEREOF.

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IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-FOUR (24) DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING (BY 4:00 P.M. (CT) ON MONDAY, OCTOBER 10, 2016). YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THIS NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

IF AN OBJECTION IS FILED, A HEARING WILL BE CONDUCTED ON THIS MATTER ON OCTOBER 18, 2016 AT 9:00 A.M. IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242.

TO THE HONORABLE BARBARA J. HOUSER, UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors hereby submit this motion (the "**Motion**"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004(h) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), respectfully requesting entry of an order, substantially in the form attached hereto as **Exhibit B** (the "**Order**"), authorizing the Debtors to enter into, and perform under, an interim restructuring proposal and term sheet (together with all exhibits to such interim restructuring term sheet, the "**Interim Restructuring Term Sheet**") related to eight (8) retained helicopters and five (5) return helicopters and associated agreements, between CHC Helicopters (Barbados) SRL,

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

Heliworld Leasing Limited and Heli-One Leasing ULC (collectively, the "**Lessees**") and one or more of their affiliates and Lombard North Central Plc ("**Lombard**") and Export Development Canada (individually, "**EDC**", and together with Lombard, the "**Lessor Parties**") and one or more of their affiliates.

2. A redacted copy of the Interim Restructuring Term Sheet is attached hereto as **Exhibit C**.[2]

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Northern District of Texas (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code.

Background

4. On May 5, 2016 (the "**Petition Date**"), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

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[2] On June 6, 2016, the Court held a hearing on the *Debtors' Motion for an Order Pursuant to 11 U.S.C. §§ 105(A) And 107(B) and Fed. R. Bankr. P. 9018 Authorizing The Filing of Certain Information Under Seal in Connection With Motions of The Debtors For Orders Pursuant To 11 U.S.C. § 363 And Fed. R. Bankr. P. 6004 Authorizing Debtors To Enter Into Interim Restructuring Term Sheets With Certain Helicopter Lessor Parties* [Docket No.237], at which it authorized the Debtors to file certain confidential information in the Interim Restructuring Term Sheet under seal.

5. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas [Docket No. 52].

The Debtors' Businesses

6. The Debtors, together with their non-debtor affiliates (collectively, "**CHC**"), comprise a global commercial helicopter services company, primarily engaged in providing helicopter services to the offshore oil and gas industry. CHC also provides helicopter services for search and rescue and emergency medical services to various government agencies. In addition, CHC maintains the industry's largest independent helicopter maintenance, repair, and overhaul business, which services helicopter fleets for both CHC as well as third-party customers. CHC manages its domestic and overseas businesses from its headquarters in Irving, Texas and its sales force from an office in Houston, Texas. CHC maintains one of its primary engine overhaul facilities in Fort Collins, Colorado. Only certain entities within CHC – primarily the issuers or guarantors of the Debtors' funded debt – are Debtors in the chapter 11 proceedings. CHC's other entities, including certain operating entities, are not debtors in these cases and are continuing to conduct their business in the ordinary course.

7. Additional information about the Debtors' businesses, capital structure and the circumstances leading to the commencement of these chapter 11 cases can be found in the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief* [Docket No. 13] (the "**Del Genio Declaration**").

The Interim Restructuring Term Sheet

8. In connection with the commencement of its chapter 11 cases, CHC has undertaken to formulate a revised business plan to address the high cost/weakened revenue environment. As an ongoing component of that plan and of the chapter 11 process, CHC has identified cost savings to be achieved through a significant reduction in their fleet by eliminating helicopters and other related equipment that currently are not, or soon will not be, used to generate revenue in CHC's businesses. In addition, CHC is in the process of reducing the complexity of its fleet, which will decrease costs associated with crew training, inventory and maintenance. This reduction and rationalization of CHC's fleet will create a significant surplus of helicopters and other related equipment owned and leased by CHC.

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

10. The Debtors have undertaken to accelerate their fleet replacement strategy in exiting from non-revenue generating helicopters and five older technology helicopter types, in order to meet their customers' demands for newer technology helicopters and reduce the number of different helicopter types in their fleet. Since the Petition Date, the Court has approved the rejection of 66 helicopters. *See* Docket Nos. 273, 427, 428, 565 and 693.

11. Concurrent with the rejection of non-revenue generating helicopters and older technology helicopter types, the Debtors have also engaged in extensive negotiations with lessors to reduce and eliminate the significant costs associated with the continued leasing and operation of productive helicopters during the pendency of these chapter 11 cases and upon emergence from bankruptcy.

12. The Debtors and the Lessor Parties have engaged in good faith, arms-length negotiations to restructure their various agreements in connection with eight (8) retained helicopters that the Lessees intend to continue to lease from the Lessor Parties (collectively, the "**Retained Aircraft**") and five (5) helicopters that are subject to the Debtors' first omnibus rejection motion [Docket No. 20] (collectively, the "**Return Aircraft**").[3] As reflected in the Interim Restructuring Term Sheet, the Debtors and the Lessor Parties have reached an agreement on certain interim restructured lease terms with respect to the use of the Retained Helicopters during the pendency of these chapter 11 cases while the Debtors and the Lessor Parties complete negotiation of final definitive documentation. In addition, the Debtors and the Lessor Parties have reached an agreement with respect to the terms of a consensual rejection of the Return Aircraft.

13. In accordance with the Interim Restructuring Term Sheet, the Debtors and the Lessor Parties have agreed:[4]

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[3] On the Petition Date the Debtors filed their *First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 20] (the "**First Rejection Motion**"), seeking, among other things, to reject the leases related to the Return Aircraft. The First Rejection Motion is scheduled to be heard on August 30, 2016, with respect to the Return Aircraft.

[4] The summary of the terms of the Interim Restructuring Term Sheet contained in this Motion is qualified in its entirety to the terms of the Interim Restructuring Term Sheet. To the extent the

a. to negotiate with EDC in good faith regarding a possible refinancing transaction with EDC providing 100% financing for such Lessee's purchase of any Transitioning Aircraft and Currently Flying Aircraft (each as defined in the Interim Restructuring Term Sheet), as the case may be, from the Lessor at a fixed purchase price so that such Lessee will then prepare and circulate a draft of a definitive, binding term sheet (the "**Refinancing Term Sheet**"). To the extent the Lessees desire not to pursue a Refinancing Term Sheet with the EDC, the parties will negotiate in good faith to restructure certain aspects of their relationship in accordance with the Interim Restructuring Term Sheet and enter into a binding term sheet regarding a restructured lease transaction for the Transitioning Aircraft and Currently Flying Aircraft (the "**Restructured Lease Term Sheet**") and any other modifications to the applicable agreements (with respect to each helicopter, the "**Existing Operative Documents**") related to the leasing or financing of such helicopter to reflect the basic economic terms set forth in Restructured Lease Term Sheet;

b. with respect to the Flex Aircraft (as defined in the Interim Restructuring Term Sheet), to negotiate in good faith regarding a binding term sheet for the restricted lease terms for the Flex Aircraft (the "**Flex Aircraft Term Sheet**", and, together with any Refinancing Term Sheet or Restructured Lease Term Sheet, each, a "**Term Sheet**" and, collectively, the "**Term Sheets**");

c. to an interim lease payment schedule providing that within 10 business days of entry of the Order, the Debtors will make the first interim lease payment consisting of a pro-rata payment at the agreed reduced monthly lease rental rate through the date of the Order;

d. to a continued reduced monthly interim lease payment during the pendency of the negotiations of the Term Sheets;

e. the Return Aircraft will be rejected pursuant to an agreed revised order granting the First Rejection Motion with respect to the Return Aircraft, which would be presented at the same hearing that this Motion is presented to the Court, subject to certain compensatory payments for any flight hours of operation since the Petition Date;

f. that nothing in the Interim Restructuring Term Sheet constitutes an assumption by the Debtors of the Existing Operative Documents under

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Motion and the Interim Restructuring Term Sheet are inconsistent, the Interim Restructuring Term Sheet shall control.

section 365 of the Bankruptcy Code (to the extent such section is applicable); and

g. that, other than as specifically set forth in such Interim Restructuring Term Sheet, the Interim Restructuring Term Sheet does not otherwise affect any term or provision of the Existing Operative Documents and that the parties reserve all of their respective rights and remedies with respect thereto.

14. Notwithstanding anything in the Bankruptcy Code to the contrary, including the provisions of sections 363(e) and 365(d)(5) of the Bankruptcy Code (to the extent applicable), the Debtors shall not be obligated to make, and the Lessor Parties shall not seek, any payments under the Existing Operative Documents or with respect to the Retained Aircraft and Returned Aircraft during the term of the Interim Restructuring Term Sheet, except as set forth in the Interim Restructuring Term Sheet.

15. The Debtors believe the Interim Restructuring Term Sheet, and the ensuing negotiations of the definitive restructuring documents, will provide the Debtors with the ability to reduce interim and long-term leasing costs in connection with the continued operation of the helicopters in the CHC Fleet and enable the Debtors to continue operating their businesses on a post-petition basis in accordance with their restructuring business plan.

Basis for Relief

16. The Bankruptcy Code authorizes the use of property outside the ordinary course of business with court approval and given a valid business reason. More specifically, section 363 of the Bankruptcy Code, in pertinent part, authorizes a debtor in possession to "use, sell, or lease, other than in the course of business, property of the estate," after notice and a hearing. 11 U.S.C. § 363(b)(1). Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize the use of debtor's property if it is based upon the reasonable business judgment of the debtor. *See, e.g., Institutional Creditors of Cont'l Air Lines,*

Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.), 780 F.2d 1223, 1226 (5th Cir. 1986) ("for the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir.1983)); *In re ASARCO, LLC,* 441 B.R. 813, 830 (Bankr. S.D. Tex. 2010); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *5 (Bankr. D. Del. Nov. 20, 2012); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

17. The standard for approval of the use of property outside the ordinary course of business is a deferential one. *See GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.),* 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) ("[g]reat judicial deference is given to the Trustee's exercise of business judgment.").

18. In addition, the Court also may grant the requested relief pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, which provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

19. Based on the foregoing considerations, the Debtors respectfully submit that the decision to enter into the Interim Restructuring Term Sheet represents a reasonable exercise of the Debtors' business judgment. The amended interim and long term restructured lease terms contained in the Interim Restructuring Term Sheet will provide the Debtors with the opportunity to operate the applicable helicopters post-petition at reduced lease rental rates, improve overall fleet operation costs, and improve return conditions and onerous engine parts substitution requirements. The Interim Restructuring Term Sheet will also provide for an orderly

and consensual rejection of the Return Aircraft. The onerous and off-market lease terms relating to the CHC Fleet was a significant factor that precipitated the filing of these chapter 11 cases. Approval of the Interim Restructuring Term Sheet will also allow the Debtors to restructure the post-petition terms of the related leases and further the Debtors' goals of reducing high fixed lease expenses in order to maximize revenue and to operate a more efficient and streamlined fleet post-petition. The Debtors believe they have a sound business reason to enter into, and perform under, the Interim Restructuring Term Sheet and that entry into the Interim Restructuring Term Sheet is consistent with their fiduciary duties to maximize value for their estates and creditors.

20. Based on the foregoing, the Debtors respectfully request the that the Court authorize the Debtors to enter into, and perform under, the Interim Restructuring Term Sheet as such action is a reasonable exercise of the Debtor's business judgment and is supported by a good business reason.

Reservation of Rights

21. Notwithstanding anything contained or requested in this Motion or the Interim Restructuring Term Sheet, nothing herein contemplates or constitutes an assumption of any lease or executory contract with the Lessor Parties pursuant to section 365 of the Bankruptcy Code. In addition, nothing contained or requested in this Motion or the Interim Restructuring Term Sheet shall be an acknowledgement that section 1110 of the Bankruptcy Code or the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment are applicable.

Rule 6004(h) Waiver

22. The Debtors respectfully request that any order approving this Motion be effective immediately, thereby waiving the 14-day stay period imposed by Bankruptcy Rule 6004(h). Waiver of the stay period is necessary for the Interim Restructuring Term Sheet to be implemented as expeditiously as possible and within the time frames contemplated by the parties.

Notice

23. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, 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 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) counsel to the Lessor Parties; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

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

No Prior Request

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

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WHEREFORE, the Debtors respectfully request that the Court enter an order (a) authorizing the Debtors to enter into, and perform under, the Interim Restructuring Term Sheet and (b) granting such other and further relief as this Court may deem just and proper.

Dated: September 15, 2016
New York, New York

By: */s/ Jasmine Ball*

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Special Aircraft Attorneys for Debtors and Debtors in Possession

WEIL, GOTSHAL & MANGES LLP
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-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT A

Debtors

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

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

Exhibit B

Proposed Form of Order

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

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

ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM UNDER AN INTERIM RESTRUCTURING TERM SHEET WITH LOMBARD NORTH CENTRAL PLC AND EXPORT DEVELOPMENT CANADA

Upon the motion dated September 15, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004(h), seeking the authority to enter into, and perform under, an interim restructuring proposal and term sheet (together with all exhibits to such interim restructuring term sheet, the "**Interim Restructuring Term Sheet**"), a redacted copy of which is attached to the Motion as Exhibit C, related to eight

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

(8) Retained Aircraft and five (5) Return Aircraft and associated agreements, between CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and Heli-One Leasing ULC (collectively, the "**Lessees**") and one or more of their affiliates and Lombard North Central Plc and Export Development Canada (collectively, the "**Lessor Parties**"), and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, 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 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) counsel to the Lessor Parties;

and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted to the extent set forth herein.

2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, the Debtors are hereby authorized to enter into and perform under the Interim Restructuring Term Sheet.

3. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Interim Restructuring Term Sheet.

4. The Debtors registration of a leasehold interest with the International Registry pursuant to the Interim Restructuring Term Sheet is hereby deemed approved and authorized nunc pro tunc to the registration date.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
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-and-

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Email: gary.holtzer@weil.com

Attorneys for Debtors and Debtors in Possession

Exhibit C

The Interim Restructuring Term Sheet

Exhibit C

The Interim Restructuring Term Sheet

Heliworld Leasing Limited
Heli-One Leasing ULC
CHC Helicopters (Barbados) SRL

September 13, 2016

Lombard North Central Plc
280 Bishopsgate
London EC2M 4RB
Fax: 020 7672 4006
Attention: Head of Helicopter Finance, Lombard Specialist Finance

Export Development Canada
151 O'Connor Street
Ottawa, Ontario K1A 1K3
Attention: Loan Services Manager

Re: Sikorsky Model S76C++ Aircraft Bearing MSN 760697; Airbus Model AS332 Aircraft Bearing MSN 2053; Airbus Model AS332 Aircraft Bearing MSN 2139; Airbus Model AS332 Aircraft Bearing MSN 2067; AgustaWestland Model AW139 Aircraft Bearing MSN 31209; Sikorsky Model S92A Aircraft Bearing MSN 920051; Sikorsky Model S92A Aircraft Bearing MSN 920052; and Sikorsky Model S92A Aircraft Bearing MSN 920097 (each, a "Current-Non-Return Aircraft" and, collectively, the "Current-Non-Return Aircraft") and Airbus Model AS332 Aircraft Bearing MSN 2395, Airbus Model AS332 Aircraft Bearing MSN 2567, Sikorsky Model S76C++ Aircraft Bearing MSN 760687, Sikorsky Model S76C++ Aircraft Bearing MSN 760711, Sikorsky Model S76C++ Aircraft Bearing MSN 760743 (each, an "Return Aircraft" and, collectively, the "Return Aircraft"; together with the Current-Non-Return Aircraft, each, an "Aircraft" and, collectively, the "Aircraft")

Ladies and Gentlemen:

With respect to each Aircraft, in our respective capacities as the applicable lessee of such Aircraft, we previously sent you our restructuring proposal, dated September 13, 2016, in relation to restructuring of certain terms of agreements (the "Existing Operative Documents") related to the leasing or financing of such Aircraft in conjunction with a bankruptcy case under Chapter 11 of the Bankruptcy Code of CHC Group Ltd. and certain of its affiliates. As a result of

discussions concerning the restructuring proposal, you have indicated that you have all the necessary power and are willing to restructure the leasing or financing of each Current-Non-Return Aircraft and to receive the return of each Return Aircraft in accordance with the "Principal Terms of Restructuring Proposal" attached hereto as Attachment 1 (the "Proposal").

By your execution hereof, with respect to each Aircraft, you (i) confirm your agreement to the Proposal, (ii) represent and warrant that you have full authority under the Existing Operative Documents for such Aircraft and any related financing, security, hedging, intercreditor, trust or other relevant documents, and have received any and all consents required thereunder, to accept the Proposal on behalf of all parties to the Existing Operative Documents for such Aircraft other than CHC Group Ltd., its affiliates and any operator of such Aircraft (you, together with such relevant parties, with respect to each Aircraft, the "Lessor Parties"), (iii) undertake on behalf of the Lessor Parties for such Aircraft to execute a motion or stipulation seeking Bankruptcy Court approval of the Proposal, (iv) agree to take such other actions as may be necessary to cause the Lessor Parties for such Aircraft to enter into such motion or stipulation and (v) shall not sell or otherwise transfer any equity, debt or other interest in, or related to, such Aircraft or the Existing Operative Documents for such Aircraft unless such sale or transfer is expressly subject to the terms of this letter and the Proposal, and the potential purchaser or transferee agrees to be bound by the terms hereof and thereof.

With respect to each Aircraft, this letter and the Proposal shall be binding upon and inure to the benefit of the parties hereto and each party claiming through any of the foregoing, together with their respective successors and assigns (including, without limitation, any transferee of the interest of any such person in such Aircraft or the Existing Operative Documents for such Aircraft or any related financing, security, hedging, intercreditor, trust or other relevant documents).

The bankruptcy court's approval of the Proposal will be required, and we will prepare and send to you a motion or a stipulation to be used for this purpose. A copy of this letter and the Proposal will be attached to the signed motion or stipulation.

[Signature pages follow.]

To evidence the foregoing, please execute and return a PDF copy of this letter by e-mail to projectadams@debevoise.com and send three original executed signature pages to Ms. Anna McDermott at Debevoise & Plimpton LLP, 919 Third Avenue, New York NY 10022.

Sincerely,

CHC Helicopters (Barbados) SRL

By: **CHC Group Ltd.**, as Authorized Signatory

By: */s/ Nicolas Stable*
Name: Nicolas Stable
Title: VP, Legal and Fleet Transactions

Heliworld Leasing Limited

By: */s/ Dennis Corbett*
Name: Dennis Corbett
Title: Director

Heli-One Leasing ULC

By: **CHC Group Ltd.**, as Authorized Signatory

By: */s/ Nicolas Stable*
Name: Nicolas Stable
Title: VP, Legal and Fleet Transactions

Agreed and accepted
for and on behalf of the Lessor Parties
for each Aircraft

Lombard North Central Plc

By: */s/ Elaine Eagleton*
Name: Elaine Eagleton
Title: Manager

By: _____
Name:
Title:

Export Development Canada

By: */s/ Lorie Austin*
Name: Lorie Austin
Title: Asset Manager

By: */s/ Loid Danga*
Name: Loid Danga
Title: Asset Manager

Attachment 1

Current-Non-Return Aircraft
Sikorsky S76C++ MSN 760697
Airbus AS332 MSN 2053
Airbus AS332 MSN 2139
Airbus AS332 MSN 2067
AgustaWestland AW139 MSN 31209
Sikorsky S92A MSN 920051
Sikorsky S92A MSN 920052
Sikorsky S92A MSN 920097

Return Aircraft
Airbus AS332 MSN 2395
Airbus AS332 MSN 2567
Sikorsky S76C++ MSN 760687
Sikorsky S76C++ MSN 760711
Sikorsky S76C++ MSN 760743

September 13, 2016

PRINCIPAL TERMS OF
RESTRUCTURING PROPOSAL

With respect to each Aircraft (as defined in Exhibit A attached to this restructuring proposal (this "Restructuring Proposal")) , but, for the avoidance of doubt, excluding any other aircraft leased to the Debtors by Lombard North Central Plc, together with its successors, including successors in foreclosure (the "Lessor"), CHC Helicopters (Barbados) SRL, Heli-One Leasing ULC, and Heliworld Leasing Limited (each, a "Lessee" and, collectively, the "Lessees") and one or more of their affiliates (collectively, the "CHC Parties") that are parties to agreements (with respect to each Aircraft, the "Existing Operative Documents") related to the leasing or financing of such Aircraft seek to adjust the terms relating to the leasing or financing of such Aircraft in conjunction with a bankruptcy case under Chapter 11 of the Bankruptcy Code of CHC Group Ltd. and certain of its affiliates (collectively, the "Debtors"). Set forth below is a summary outlining the principal terms of proposed restructuring of the Existing Operative Documents for the Aircraft. Please note that the terms of any such restructuring with respect to each Aircraft remain subject to approval by the Bankruptcy Court.

Terms of Restructuring: With respect to each Aircraft, if this Restructuring Proposal is accepted by all necessary parties for such Aircraft (with respect to each Aircraft, the "*Lessor Parties*"), in each case including, without limitation, the Lessor and Export Development Canada ("EDC")), the applicable Lessee agrees to the following:, (a) in the case of each Current-Non-Return Aircraft (as defined on Exhibit A hereto), as set

forth in Exhibit A hereto for such Current-Non-Return Aircraft and, (b) in the case of each Return Aircraft (as defined on Exhibit A-1 hereto), as set forth on Exhibit A-1 hereto for such Return Aircraft.

Extension of 1110 Period; Extension of Cape Town Article XI Period:

With respect to each Aircraft, acceptance of this Restructuring Proposal shall constitute, if either Section 1110(a) of the Bankruptcy Code or Article XI to the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment is applicable, (x) a grant to the applicable Lessee of an extension of the 60-day period specified in both (A) Section 1110(a) of the Bankruptcy Code and (B) Article XI of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, until the earlier of (i) the execution of the Term Sheet (as defined on Exhibit A hereto); (ii) 11:59 p.m. on the 120th day following the end of such 60-day period for such Aircraft; (iii) any termination of these interim procedures (whether by the terms hereof or, in the event of the Debtors' breach of the terms hereof, upon notice of such termination by any of the Lessor Parties); and (iv) the effective date of the plan of reorganization in the current Chapter 11 proceedings of CHC Group Ltd. and certain of its affiliates and (y) a commitment to execute such agreements and other documents as the applicable Lessee may reasonably request to evidence such extension.

Interim Arrangements:

Following Bankruptcy Court approval of this Restructuring Proposal (the date of such approval, the "Proposal Approval Date"), with respect to each Current-Non-Return Aircraft, (a) within 10 business days[1] following the Proposal Approval Date, the applicable Lessee will make a payment to the Lessor for the period commencing on May 5, 2016 (the "Petition Date") to, but excluding, the Proposal Approval Date in the amount (if any) determined at the applicable rate specified in Exhibit A-2 hereto for such Current-Non-Return Aircraft under "Rent" and (b) the applicable Lessee will commence making monthly interim payments to the Lessor, each, in the amount (if any) determined at the applicable rate specified in Exhibit A-2 hereto for such Current-Non-Return Aircraft under "Rent", in arrears, on the 10th business day following each monthly anniversary of the Proposal Approval Date until the earlier of (x) Bankruptcy Court approval of the Term Sheet for such Current-Non-Return Aircraft and (y) rejection of the Existing Operative Documents for such Current-Non-Return Aircraft or abandonment

[1] The term "business days" as used in this Restructuring Proposal excludes any day that is not a business day (whatever the defined term) under the Existing Operative Documents and, in any event, excludes any day on which commercial banks are required or authorized to close in the UK or Canada.

of such Current-Non-Return Aircraft. With respect to each Current-Non-Return Aircraft, the payments described in this paragraph are subject to a credit for (i) the pro-rated amount of any advance rent payments made prior to the Petition Date to the extent allocable to any period after such date and (ii) any payments made pursuant to section 365(d)(5) of the Bankruptcy Code prior to the Proposal Approval Date. Subject to the Debtors complying in all material respects with the terms hereof (including the schedules and exhibits hereto), with respect to each Current-Non-Return Aircraft, the payments described in this paragraph shall be made in full satisfaction of all administrative expense claims for use and operation of such Current-Non-Return Aircraft for the period from the Petition Date until the end of the period for which the interim payments for such Current-Non-Return Aircraft are made. For the avoidance of doubt, if the Bankruptcy Court orders that this Restructuring Proposal shall not be approved, it shall be void *ab initio* and shall have no further force and effect whatsoever.

Waiver of Cross-Defaults: Subject to the approval of the Bankruptcy Court of this Restructuring Proposal, if any default relating to other aircraft is a default under the current lease or financing for any Aircraft, agreement on this Restructuring Proposal shall constitute a waiver of such default (each, a "Cross-Default") with respect to such Aircraft to the extent necessary to enter into the interim restructuring contemplated hereby. Notwithstanding the foregoing, absent the agreement in writing of the Lessor Parties to the Debtors' assumption of some, but not all, of the leases and contracts relating to the Current-Non-Return Aircraft, then (a) each of the Lessor Parties retains all of its rights to object, contest and/or prevent any assumption of such leases and contracts relating to the Current-Non-Return Aircraft based upon the Cross-Default rights (based upon, to the extent applicable, the terms of such agreements, the Cape Town Treaty and/or other applicable law) and (b) the Debtors reserve their rights to defend against any such objections and/or assertions of rights on any grounds.

Certain Provisions: During any period that the Flex Aircraft (as defined on Exhibit A-2) is operating in revenue service, the Flex Aircraft will be serviceable, as determined in accordance with the applicable lessee's maintenance program. During any period when the Flex Aircraft is not operating in revenue service, such Flex Aircraft may be stored under the applicable lessee's maintenance program and/or unserviceable, including due to non-compliance with airworthiness directives or mandatory service bulletins. Compliance with the foregoing

requirements shall constitute compliance with the Existing Operative Documents for the Flex Aircraft during such interim period notwithstanding any provisions therein imposing inconsistent or additional requirements. For the avoidance of doubt, if the Existing Operative Documents for the Flex Aircraft are rejected by the applicable Lessee, nothing herein shall constitute a waiver of the Lessor's right to assert a claim for any damages resulting from the storage of the Flex Aircraft as provided for in this paragraph.

Documentation: All further documentation contemplated by or necessary to this Restructuring Proposal, including without limitation all motions, pleadings, or other papers that must be filed with the Bankruptcy Court to obtain the approvals contemplated hereby, shall be prepared by counsel for the Lessees.

Lessees' Contact Parties: Any questions concerning this Restructuring Proposal should be directed to either or both of the parties set forth below:

Seabury Group LLC
Attention: **David Fowkes**
Telephone: (908) 768-1797
Email: dfowkes@seaburygroup.com

Debevoise & Plimpton LLP
Attention : Jasmine Ball
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836

Lessee Reservation of Rights: With respect to each Aircraft, nothing herein constitutes an assumption under Section 365(a) of the Bankruptcy Code, or, except as explicitly provided above under the heading "Extension of 1110 Period; Extension of Cape Town Article XI Period", an election or agreement under any other provision of the Bankruptcy Code, or an acknowledgement that Section 1110 of the Bankruptcy Code or the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (collectively, the "Cape Town Treaty") are applicable, and each Lessee reserves all of the CHC Parties' rights under applicable agreements and law, including the right later to (as applicable) abandon, surrender and return such Aircraft and to reject the Existing Operative Documents for such Aircraft and/or any related contract (including without

limitation any agreement by any CHC Party to purchase any Aircraft to which any Lessor Party may be a party to), and nothing herein shall be deemed to alter, waive or derogate from such rights. With respect to each Aircraft, nothing contained herein constitutes a stipulation or admission that such Aircraft is entitled to the protection of Section 1110 of the Bankruptcy Code or the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (and all rights of the CHC Parties with respect thereto are fully reserved) or any admission or (except as provided above in Interim Arrangements) agreement as to the status of any claims.

Lessor Reservation of Rights: Except to the extent specifically provided for herein, nothing in this Restructuring Proposal shall constitute a waiver or modification of the Lessor's rights under the Existing Operative Documents or applicable law. Except as specifically provided for herein, all terms, provisions, and conditions of the Existing Operative Documents shall remain unaffected by this Restructuring Proposal. For the avoidance of doubt, in the event that the Lessee rejects the Existing Operative Documents for any Aircraft or abandons any Aircraft, the Lessor for such Aircraft shall be entitled, under section 365(g)(1) of the Bankruptcy Code, to pre-petition damage claims resulting therefrom based upon rent and other amounts due under and in accordance with the Existing Operative Documents for such Aircraft and as provided herein.

Transaction Costs: With respect to each Aircraft, and subject to this Restructuring Proposal being approved by the Bankruptcy Court, except as provided below, the CHC Parties shall not be liable for any costs and expenses (including, without limitation, fees, expenses and disbursements of counsel) incurred by any other party in connection with any and all of the transactions contemplated by this Restructuring Proposal, the Term Sheet (if any) for such Aircraft or the Definitive Restructuring Documents (as defined on Exhibit A hereto) (if any) for such Aircraft; provided that, with respect to each Current-Non-Return Aircraft, upon the effectiveness of the Definitive Restructuring Documents for such Current-Non-Return Aircraft, the applicable Lessee agrees to pay the reasonable and documented fees, expenses and disbursements of a single firm of legal counsel incurred by the Lessor Parties for such Current-Non-Return Aircraft up to a total of $5,000 in connection with each Aircraft for the interim transactions contemplated by this Restructuring Proposal (and an additional $5,000 per a Current-Non-

Return Aircraft in relation to any and all of the transactions contemplated by the Term Sheet for such Current-Non-Return Aircraft and the Definitive Restructuring Documents for such Current-Non-Return Aircraft) (which cap shall be inclusive of all legal and other advisory fees, expenses and disbursements). For the avoidance of doubt, nothing herein shall constitute a waiver of the Lessor Parties' rights (if any) under the Existing Operative Documents to pre-petition claims in respect of costs and expenses from the Lessees or the CHC Parties, whether by indemnification or otherwise, which rights (if any) are expressly preserved. The Definitive Restructuring Documents shall remain subject to the review and approval of each of the Lessor Parties (in their sole, reasonable discretion).

Other: [REDACTED]

EXHIBIT A

TERMS OF RESTRUCTURING AND CERTAIN DEFINED TERMS

With respect to each Transitioning Aircraft and Currently Flying Aircraft (each as defined in Exhibit A-2), the applicable Lessee proposes that such Lessee and EDC will as soon as practicable after the Proposal Approval Date commence good faith discussions regarding a possible refinancing transaction with EDC providing 100% financing for such Lessee's purchase of any such Transitioning Aircraft or Currently Flying Aircraft, as the case may be, from the Lessor at a fixed purchase price so that such Lessee will then prepare and circulate a draft of a definitive, binding term sheet (with respect to any Transitioning Aircraft or Currently Flying Aircraft, the "Refinancing Term Sheet") for such refinancing transaction for such Transitioning Aircraft or Currently Flying Aircraft, as applicable. At any time during such discussions, with respect to any such Transitioning Aircraft or such Currently Flying Aircraft, such Lessee may notify the applicable Lessor Parties in writing (which notice may be delivered by any customary means of communication and the date of such notice shall mark the end of the "Relevant Period"), in lieu of any such refinancing transaction, such Lessee and such Lessor Parties will proceed on the basis of the basic economic terms for the restructured lease of such Transitioning Aircraft or Currently Flying Aircraft, as the case may be, that will be as set forth on Exhibit A-2. If the Relevant Period for any Transitioning Aircraft or Currently Flying Aircraft has so ended, as soon as practicable thereafter, the applicable Lessee will circulate a draft of a definitive, binding term sheet (with respect to any Transitioning Aircraft or Currently Flying Aircraft, the "Restructured Lease Term Sheet") for the restructured lease transaction for such Transitioning Aircraft or Currently Flying Aircraft, as applicable. The basic economic terms for the restructured lease of such Transitioning Aircraft or Currently Flying Aircraft, as the case may be, set forth on Exhibit A-2 will be implemented as set forth in the applicable Restructured Lease Term Sheet and such Lessee and the applicable Lessor Parties will in good faith negotiate other changes to the Existing Operative Documents for such Transitioning Aircraft or Currently Flying Aircraft, as applicable.

With respect to the Flex Aircraft, the applicable Lessee proposes that the basic economic terms for the restructured lease of the Flex Aircraft will be as set forth on Exhibit A-2 for the Flex Aircraft. As soon as practicable after the Proposal Approval Date, the applicable Lessee will circulate a draft of a definitive, binding term sheet (the "Flex Aircraft Term Sheet" and, together with any Refinancing Term Sheet or Restructured Lease Term Sheet, each, a "Term Sheet" and, collectively, the "Term Sheets") for the restructured transaction of the Flex Aircraft. The basic economic terms for the restructured lease of the Flex Aircraft set forth on Exhibit A-2 for the Flex Aircraft will be implemented as set forth in the Flex Aircraft Term Sheet and the applicable Lessee and the applicable Lessor Parties for the Flex Aircraft will in good faith negotiate other changes to the Existing Operative Documents for the Flex Aircraft.

Collectively, the Flex Aircraft, the Transitioning Aircraft and the Currently Flying Aircraft are referred to in this Restructuring Proposal as the "Current-Non-Return Aircraft." Collectively, the Current-Non-Return Aircraft and the Return Aircraft are referred to in this Restructuring Proposal as the "Aircraft".

"Definitive Restructuring Documents" means, (a) in the case of any Transitioning Aircraft or Currently Flying Aircraft, (i) unless the applicable Relevant Period ends, the definitive refinancing documents setting forth the terms to be set forth in the applicable Refinancing Term Sheet, and (ii) if the applicable Relevant Period ends, the definitive restructuring documents setting forth the basic economic terms for the restructured lease of such Transitioning Aircraft or Currently Flying Aircraft, as the case may be, that are set forth on Exhibit A-2; and (b) in the case of the Flex Aircraft, the definitive restructuring

documents setting forth the basic economic terms for the restructured lease of the Flex Aircraft that are set forth on Exhibit A-2.

For the avoidance of doubt, the Term Sheets, the Definitive Restructuring Documents, and any amendments to the Existing Operative Documents for any Aircraft shall be in form and substance reasonably satisfactory to the Lessor, EDC and the Security Trustee.

EXHIBIT A-1

RETURN AIRCRAFT

"Return Aircraft" means, collectively, (a) the two Airbus model AS332 helicopters bearing MSNs 2395 and 2567 and (b) the three Sikorsky model S76C++ helicopters bearing MSNs 760687, 760711 and 760743.

The applicable Lessee proposes that each Return Aircraft be rejected in accordance with the terms set forth in the *Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 428] (the "First Rejection Order") (with the timing of the maintenance, storage, and return requirements set forth therein being modified to be based off of the date that this Restructuring Proposal is approved by the Bankruptcy Court (the "Restructuring Approval Date")), with the return provisions and other rights and terms set forth in the First Rejection Order applying *mutatis mutandis* to the Return Aircraft based upon such order being entered as of the Restructuring Approval Date; provided that if there is any inconsistency between such order and this Restructuring Proposal, the terms of this Restructuring Proposal shall govern.

Following the Proposal Approval Date, [REDACTED].

If both (a) the Debtors did not remove any parts or equipment from any Return Aircraft during the period from the Petition Date through the effective date of rejection of such Return Aircraft (or, if the Debtors did, so long as the Debtors comply with the terms of the First Rejection Order) and (b) the Debtors are complying with the terms of hereof (including the schedules and exhibits hereto), then the Lessor Parties agree to waive any entitlement to administrative claims for basic rent (and legal fees) payable under Section 365(d)(5) of the Bankruptcy Code for such Return Aircraft for such period. For the avoidance of doubt, the Lessor Parties hereby are not waiving any pre-petition damage claims under Bankruptcy Sections 365(g), 502(g) or otherwise.

EXHIBIT A-2

RESTRUCTURED LEASE TERMS

1. **Global Terms for Each Current-Non-Return Aircraft:**

- No other on-going payments apart from Rent (e.g., no commitment, agency, work, etc. fees).
- No liability (for loss of benefits or otherwise) to, and no obligations of, any CHC Party under or with respect to any RVG, remarketing agreement or the like.

2. **Flex Aircraft:**

(a) "Flex Aircraft" means the one Sikorsky model S76C++ helicopter bearing MSN 760697.

(b) Term. [REDACTED]

(c) Rent. [REDACTED]

(d) Return Conditions:

(i) General Return Condition: As-is, where is re-delivery

[REDACTED]

(e) Other.

(i) During any period that the aircraft is operating in revenue service, the aircraft will be serviceable, as defined by the lessee's maintenance program.

(ii) During any period when the aircraft is not in revenue service, the aircraft may be stored under the lessee's maintenance program and/or unserviceable, including due to non-compliance with airworthiness directives or mandatory service bulletins.

3. **Transitioning Aircraft:**

(a) "Transitioning Aircraft" means collectively, (i) the two Airbus model AS332 helicopters bearing MSNs 2053 and 2139, and (ii) the one Sikorsky model S92A aircraft bearing MSN 920097.

(b) Term. [REDACTED]

(c) Other terms for specific Transitioning Aircraft:

(i) The Airbus model AS332 helicopter bearing MSN 2053:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

(ii) The Airbus model AS332 helicopter bearing MSN 2139:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

(iii) The Sikorsky model S92A helicopter bearing MSN 920097:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

4. **Currently Flying Aircraft:**

(a) "Currently Flying Aircraft" means collectively, (i) the one Airbus model AS332 helicopter bearing MSN 2067, (ii) the one AgustaWestland model AW139 aircraft bearing MSN 31209, and (iii) the two Sikorsky model S92A aircraft bearing MSNs 920051 and 920052.

(b) Term. [REDACTED]

(c) Terms for specific Currently Flying Aircraft:

(i) The Airbus model AS332 helicopter bearing 2067:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

(ii) The AgustaWestland model AW139 aircraft bearing MSN 31209:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

(iii) The Sikorsky model S92A aircraft bearing MSN 920051:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

(iv) The Sikorsky model S92A aircraft bearing MSN 920052:

(1) Rent. [REDACTED]

(2) Return Conditions.

a. General Return Condition: As-is, where is re-delivery

[REDACTED]

This is Exhibit "I" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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Docket #0959 Date Filed: 10/12/2016

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 October 12, 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 GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM UNDER AN INTERIM RESTRUCTURING TERM SHEET WITH LOMBARD NORTH CENTRAL PLC AND EXPORT DEVELOPMENT CANADA

Upon the motion dated September 15, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant to sections

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

105(a) and 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004(h), seeking the authority to enter into, and perform under, an interim restructuring proposal and term sheet (together with all exhibits to such interim restructuring term sheet, the "**Interim Restructuring Term Sheet**"), a redacted copy of which is attached to the Motion as **Exhibit C**, related to eight (8) Retained Aircraft and five (5) Return Aircraft and associated agreements, between CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and Heli-One Leasing ULC (collectively, the "**Lessees**") and one or more of their affiliates and Lombard North Central Plc and Export Development Canada (collectively, the "**Lessor Parties**"), and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, 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 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) counsel to the Lessor Parties; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted to the extent set forth herein.

2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, the Debtors are hereby authorized to enter into and perform under the Interim Restructuring Term Sheet.

3. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Interim Restructuring Term Sheet.

4. The Debtors registration of a leasehold interest with the International Registry pursuant to the Interim Restructuring Term Sheet is hereby deemed approved and authorized nunc pro tunc to the registration date.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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-and-

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Attorneys for Debtors and Debtors in Possession

Docket #0971 Date Filed: 10/14/2016

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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 October 14, 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 GLOBAL OPERATIONS 2008 (ULC) TO REJECT A CONFERENCE CONTRACT PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

Upon the motion dated September 16, 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) and 365(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6004 and 6006 of the Federal Rules of

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

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Bankruptcy Procedure (the "**Bankruptcy Rules**") for entry of an order (this "**Order**") authorizing CHC Global Operations (2008) ULC ("**GO 2008**") to reject a contract with a hotel and conference center in Vancouver, Canada (the "**Westin Contract**"), as more fully described on **Schedule 1** annexed hereto, including any amendments or modifications thereto, (and the counterparty thereto, the "**Contract Counterparty**"), effective as of the date of this Order, 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 in 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 Scwell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 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 Contract Counterparty; 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 hereby granted to the extent set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, the Westin Contract, as more fully described on **Schedule 1** annexed hereto, is deemed rejected as of the date of this Order.

3. Notice of the Motion as provided therein is deemed to be good and sufficient notice of such Motion, and the contents of the Motion satisfy the requirements of the Bankruptcy Rules.

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 or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; (iii) an admission that the Westin Contract is integrated with any other contract or lease; (iv) a waiver by the Debtors of their right to assert that the Westin Contract was terminated prior to the Petition Date; (v) a waiver or limitation of the Debtors' right to assert at a later date that the Westin Contracts is not an executory contract, or (vi) a concession or evidence that the Westin Contract has not expired, been terminated, or is otherwise currently not in full force and effect.

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

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

7. 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/ Gary T. Holtzer

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Attorneys for Debtors and Debtors in Possession

This is Exhibit "J" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
for British Columbia

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Case 16-31854-sgj11 Doc 20 Filed 05/05/16 Entered 05/05/16 11:14:48 Page 1 of 50
Docket #0020 Date Filed: 5/5/2016

Hearing Date: TBD

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Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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

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

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

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

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

Jurisdiction and Venue

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

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

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

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

The Debtors' Businesses

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

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

Basis for Relief

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

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

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

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

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

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

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

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

Replacement of Helicopter Parts and Equipment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procedures

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

A. Filing Proofs of Claim

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

B. Provision of Records and Documents

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

C. Return and Retrieval of Helicopters

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

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

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

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

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

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

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

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

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

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

D. Debtors' Cooperation In Making Related Aviation Authority Filings

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

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

E. Debtors' Further Actions to Implement Approved Rejections

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

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

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

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

38. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the "business judgment" standard. *See In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Minges*, 602 F.2d 38, 42 (2d Cir. 1979); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 513 (1984); *In re Roman Crest Fruit, Inc.*, 35 B.R. 939, 949 (S.D.N.Y. 1983). Courts defer to a debtor's business judgment in rejecting an unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment"); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) (holding that, absent public policy necessitating a more stringent standard, business judgment standard applies to a rejection decision under § 365(a)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762

F.2d 1303, 1307 (5th Cir. 1985) (applying business judgment standard to the determination of whether a rejection decision was proper under § 365).

39. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate.'") (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *G Survivor*, 171 B.R. at 757). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summary affirmed unless it is the product of 'bad faith, or whim or caprice'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

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

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

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

Nunc Pro Tunc Relief is Appropriate

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

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

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

Reservation of Rights

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

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

Notice

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

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

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

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

Dated: New York, New York
May 5, 2016

By: /s/ Jasmine Ball

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EXHIBIT A

Debtors

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

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

Alphabetical Index of Parties Listed in Schedules 1 and 2

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

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

Schedule 1

EXCESS EQUIPMENT[1]

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

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

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
2	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: The Royal Bank of Scotland PlcAddress: Head of FinanceThe Quadrangle, The Promenade, Cheltenham GL50 1PX, United KingdomFax: 01242 233519	Manufacturer: Sikorsky Model: S76C++ Serial Number:760711	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42158 42161	Heritage Hangar - 7630 Montreal Street, Delta, V4K 0A7 Canada	Petition Date
3	Heliworld Leasing Limited	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L Serial Number: 2053	Manufacturer: Turbomeca Model: Makila 1A Serial Numbers: 437 454	CHC Helikopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Petition Date

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

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

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

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

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

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

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

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Copy: Two Embarcadero Center, Ste. 200 San Francisco, CA 94111 USA Trustee: Wells Fargo Bank Northwest, N.A Contract Management Group c/o Macquarie Rotorcraft Leasing (Ireland) Limited1st Floor, Connaught House1 Burlington Rd.Dublin 4 Ireland				
22	CHC Helicopters (Barbados) Limited	Lessor: Milestone Aviation Holding Group No. 25 Limited Address: William Kelly Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159 Copy: Wilmington Trust Company Corporate Trust Administration 1100 North Market Street, Wilmington, DE 19890 Fax: (302) 636-4140 Trustee: Wilmington Trust SP Services (Dublin) Limited Address: Managing DirectorFourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number:2899	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13297 13296	Estrada Velha de Arraial do Cabo -S/N –Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Petition Date
23	CHC Leasing (Ireland) Limited	Lessor: Milestone Aviation Holding Group No. 1 Limited Address: William Kelly Minerva House, 2nd Floor,	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 238	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Petition Date

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

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

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

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

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

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

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

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

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

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
	Helicopters (Barbados) SRL	Waypoint Asset Co 3 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT84111 Fax: +1 801 781 2775	AugustaWestland Model: AW139 Serial Number: 41210	Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: None.	Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	
42	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 6 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022	Manufacturer: Sikorsky Model: S76C++ Serial Numbers:760764	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42165 42312TEC	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Petition Date
43	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 8 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah Address: 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA Fax: +1 801 781 2775 Joshua Eyre 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA	Manufacturer: Sikorsky Model: S76C++ Serial Numbers: 760765	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42130 42036	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Petition Date

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

Schedule 2[1]

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

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

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

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

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

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

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

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

635

Exhibit B

Proposed Form of Order

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

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

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

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

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

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

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

1. The relief requested in the Motion is hereby granted.

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of each of the Leases of Excess Equipment listed on Schedule 1 to the Motion is authorized and approved as of the relevant Effective Date (as set forth next to each item of Excess Equipment on Schedule 1 to the Motion) and (b) the rejection of each of the Subleases listed on Schedule 2 to the Motion is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment (as set forth next to each Sublease listed on Schedule 2 to the Motion).

3. Each rejected Lease, Sublease and related transaction agreement set forth on Schedule 1 and Schedule 2 to the Motion is hereby rejected by the Debtors party thereto.

4. The Debtors shall, upon the effectiveness of rejection or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby.

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

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

###END OF ORDER###

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball
Jasmine Ball (*pro hac vice* pending)
Richard F. Hahn (*pro hac vice* pending)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
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Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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This is Exhibit "K" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 7 day of November, 2016.

A Commissioner for Taking Affidavits
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Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 10:46:20 Page 1 of 126
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Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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

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

In re:	:	**Chapter 11**
CHC GROUP LTD. *et al.*,[1]	:	**Case No. 16– 31854 (BJH)**
Debtors.	:	**(Jointly Administered)**

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

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

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JUNE 27, 2016 AT 9:00 A.M. IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABEL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242.

TO THE HONORABLE BARBARA J. HOUSER, UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

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

Jurisdiction and Venue

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

3. On May 5, 2016 (the "**Petition Date**"), each of the Debtors commenced with this Court a voluntary case under chapter 11 of title 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas [Docket No. 52].

The Debtors' Businesses

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

6. Additional information about the Debtors' businesses, capital structure and the circumstances leading to the commencement of these chapter 11 cases can be found in

the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief* (the "**Del Genio Declaration**")[Docket No. 13].

Basis for Relief

7. In connection with the commencement of its chapter 11 cases, CHC has undertaken to formulate a revised business plan to address the high cost/weakened revenue environment. As an ongoing component of that plan and of the chapter 11 process, CHC has identified cost savings to be achieved through a significant reduction in their fleet by eliminating helicopters and other related equipment that currently are not, or soon will not be, used to generate revenue in CHC's businesses. In addition, CHC is in the process of reducing the complexity of its fleet, which will decrease costs associated with crew training, inventory and maintenance. This reduction and rationalization of CHC's fleet will create a significant surplus of helicopters and other related equipment owned and leased by CHC.

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

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

10. The Debtors have undertaken to accelerate their fleet replacement strategy in exiting from non-revenue generating aircraft and five older technology helicopter types, in order to first meet their customers' demands for newer technology helicopters and then reduce the number of different helicopters types in their fleet. The Debtors expect to reduce their fleet to approximately 75 productive aircraft by the end of calendar year 2017, with approximately 90 aircraft to be returned within sixty (60) days after the Petition Date. The Debtors have already filed the *First Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 20] (the "**First Omnibus Rejection Motion**") seeking authority to reject 44 aircraft.

11. In accordance with this analysis, CHC has decided to retire or has already retired certain helicopters and related equipment from its fleet, as set forth on Schedules 1 and 2 attached hereto. The Excess Equipment is not necessary for CHC's continued operation or successful reorganization. Accordingly, CHC seeks to eliminate the costs associated with retaining such Excess Equipment.

12. The requested relief will (i) allow for immediate rejection of the Leases and the Subleases and eliminate unnecessary obligations of the Debtors; (ii) establish an orderly, efficient process for the surrender and return of the Excess Equipment and related documentation; (iii) preserve the uninterrupted operation of CHC's business; and (iv) reduce the very substantial costs and disruptions that otherwise would be incurred in connection with replacing engines currently installed on rejected helicopters with the originally installed engines. The requested relief will also ensure that lessors under the rejected Leases (the "**Lessors**") are provided with procedures for the documentation of title to the helicopters and related equipment that are surrendered and returned to them through the surrender and return process. As part of

CHC's revised business plan, CHC expects to reduce its fleet by approximately 90 helicopters within sixty (60) days after the Petition Date. CHC will continue to analyze its fleet and, as a result of this ongoing analysis, CHC believes it is likely that additional helicopters and related equipment may be retired in the future.

Replacement of Helicopter Parts and Equipment

13. The process of rejecting the Leases is extremely complicated, particularly when rejecting and returning approximately 90 helicopters in a very short period of time. One of the difficult aspects of this process is addressing the standard practice in the helicopter industry of "pooling" of helicopter parts, including engines, across an operator's helicopter fleet as well as with third-party MROs and such MROs' customers' helicopter fleets.

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

15. Scheduled maintenance, testing and repair services performed by an MRO are detailed, time-consuming processes. In addition, MROs are not in all the same locations as their customers' helicopter bases, which are located all over the world, including in remote areas, and accordingly transporting run-out and unserviceable parts from a helicopter base to an MRO and back again can take considerable time and expense. Accordingly, to avoid frequent and lengthy disruptions in helicopter operation schedules due to scheduled maintenance, testing and repair of helicopter parts that become run-out or unserviceable during the course of each helicopter's operation, it is standard in the helicopter industry for an MRO, on an ongoing basis, both to receive run-out and unserviceable parts from all of its different customers and to provide these customers with a supply of other fresh or serviceable parts of the same type for installation and use on such customers' helicopters. When an MRO has finished its maintenance, testing and repair processes such that a run-out or unserviceable part is fresh or serviceable, as applicable, that fresh or serviceable part goes into the same parts pool that supplies all of the MRO's customers. To facilitate this kind of MRO parts pooling arrangement (an "**MRO Pooling Arrangement**"), the MRO's arrangements with its different customers typically will contemplate that title to run-out or unserviceable parts that the customer sends to the MRO will vest in the MRO, and title to the supply of fresh or serviceable parts that the MRO sends to a customer will vest in the customer or in the owner/lessor of the aircraft on which such fresh or serviceable part is installed. Accordingly, the parts that a customer receives from an MRO and installs on a helicopter are often not the same parts that were originally installed on the helicopter, and in many cases will be a part originally installed on a helicopter operated by a different customer.

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

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

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

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

20. Requiring CHC to return with each helicopter the Original Equipment would be monumentally burdensome, expensive and disruptive to CHC's business, inasmuch as this process would require CHC to ground and remove all affected helicopters from revenue generating operations much earlier than would otherwise be necessary in order to remove the then affixed engines, transport each removed engine to the location of the helicopter subject to the applicable lease, and replace each removed engine with the engine identified in the applicable lease, assuming such engine is even currently in CHC's possession as part of CHC's

engine pool. Thus, the operations and maintenance schedules for each affected helicopter would be disrupted, thereby adding to the complexity, burden, expense and loss of revenue. In addition, with respect to any Original Equipment installed on a helicopter that is no longer in CHC's fleet or is now part of an MRO's engine pool, it may not be possible for CHC to reacquire such Original Equipment to return to the applicable Lessor, since such engine may be installed and operating in the fleet of another operator and title to such engine would have been conveyed by an original equipment manufacturer ("**OEM**") or MRO, as the case may be, to such operator. The burden, expense and disruption to CHC's business and fleet operations would be multiplied significantly given that the Debtors are seeking to return 40 helicopters in connection with this motion, in addition to the 44 helicopters contemplated by the First Omnibus Rejection Motion. In addition, more helicopters may be surrendered and returned in the medium term as CHC continues to review its fleet needs.

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

22. Furthermore, given the number of helicopters that would have to be taken out of service, the engine replacements could lead to lengthy disruptions in service to CHC's

customers, which may cause CHC's customers to cancel their contracts or assess penalties against CHC that would impact revenues to the detriment of the estates and all parties in interest.

23. Each helicopter model has specific types of rotor blades, engines and other parts approved for use with such helicopter model. All engines of a specific model and version are the same. The only difference in value of two engines of the same model and version is a function of the differences in the condition and remaining maintenance cycle interval as between the two engines. Most leases provide that a lessor is entitled to receive an engine with the condition and remaining maintenance cycle interval specified in the lease. It is standard practice in the industry that when an engine is removed and sent to an MRO for overhaul and repair, the MRO will provide to the operator for installation on the helicopter an overhauled and repaired engine that would be in better condition than the engine removed from the helicopter. Therefore, upon installation of the replacement engine from the MRO, the lessor for that helicopter receives a more valuable part than the part removed.

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

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

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

Procedures

27. The Debtors ask that the Court approve the following procedures regarding the Leases, Subleases and Excess Equipment that are the subject of this motion ("**Procedures**"), which are consistent with the procedures sought in the First Omnibus Rejection Motion.

A. Filing Proofs of Claim

28. The Debtors propose that any claims arising out of any rejection effected pursuant to these Procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar Date**"), on or before the later of (i) the Bar Date or (ii) 30 days after the Effective Date (as indicated on the attached Schedule 1) with respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

B. Provision of Records and Documents

29. Upon effectiveness of rejection or as soon as reasonably practicable thereafter, the Debtors shall make available to the applicable Lessors records and documents relating to such Excess Equipment that are readily available. If such Excess Equipment is Replacement Equipment, the Debtors shall make available records and documents that are readily available relating to such Replacement Equipment instead of those relating to any

equipment previously installed (but no longer installed) on the helicopter in accordance with the foregoing.

C. Return and Retrieval of Helicopters

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

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

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

b. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not a permitted lien under the relevant Lease, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to substitute equipment designated by the Debtors and having a value and utility at least equal to the Replacement Equipment (the "**Substitute Equipment**"), (ii) the Debtors shall facilitate the lifting and release of such lien or mortgage on such Replacement Equipment, (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version as such Replacement Equipment, or (iv) the Replacement Equipment shall not be returned to the Lessor and the Lessor shall instead receive as part of the Lessor's damages claim,

if any, a pre-petition claim for the value of an engine of the same model and version returned in compliance with the return conditions set forth in the Lease. In the case of (iii) and (iv) above, the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

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

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

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

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

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

D. Debtors' Cooperation in Making Related Aviation Authority Filings

35. Upon written request from an affected Lessor, the Debtors agree to cooperate reasonably with such Lessor with respect to the execution of, or provision of, information required for a lease termination document to be filed with the aviation authority in the applicable jurisdiction in connection with such Excess Equipment. In addition, the Debtors ask this Court to enter an order providing that once the affected Lessor retrieves or takes control of such Excess Equipment, such Lessor or the authorized party under an Irrevocable De-Registration and Export Request Authorization ("**IDERA**") or a power of attorney provided by the Debtors, if any, shall be permitted to request the cancellation, or transfer to a party designated by such Lessor, of such helicopter's registration on such aviation authority's register. However, the affected Lessor shall be solely responsible for all costs associated with such documentation and the filing thereof with the relevant aviation authority or registry.

E. Debtors' Further Actions to Implement Approved Rejections

36. The Debtors submit that the proposed actions and Procedures are reasonable, in the best interests of the estates, and should be approved by this Court. Accordingly, the Debtors seek authorization to execute and deliver all instruments and

documents and take any additional actions as are necessary or appropriate to implement and effectuate the procedures.

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

37. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). "[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. at 528 ("the authority to reject an executory contract is vital to the basic purpose of a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization."); *Matter of Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994) (noting that section 365 "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.")

38. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the "business judgment" standard. *See NLRB v. Bildisco & Bildisco,* 465 U.S. at 523; *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Minges*, 602 F.2d 38, 42 (2d Cir. 1979); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Roman Crest Fruit, Inc.*, 35 B.R. 939, 949 (S.D.N.Y. 1983). Courts defer to a debtor's business judgment in

rejecting an unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment"); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) (holding that, absent public policy necessitating a more stringent standard, business judgment standard applies to a rejection decision under § 365(a)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1307 (5th Cir. 1985) (applying business judgment standard to the determination of whether a rejection decision was proper under § 365).

39. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *G Survivor*, 171 B.R. at 757); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will

benefit the estate.'") (citation omitted). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summary affirmed unless it is the product of 'bad faith, or whim or caprice'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

40. In addition, "unless a separate provision of the Bankruptcy Code provides a non-debtor party with specific protection, the debtor and its estate's interests are paramount; adverse effects on the non-debtor contract party arising from the decision to assume or reject are irrelevant." *In re The Great Atlantic & Pacific Tea Company*, 544 B.R. 43, 49 (Bankr. S.D.N.Y. 2016); *see also In re Sabine Oil and Gas Corp.*, 547 B.R. 66, 71 (Bankr. S.D.N.Y. 2016); *In re Noranda Aluminum, Inc.*, No. 16-10083-399, 2016 WL 1417923, at *3 (Bankr. E.D. Mo. Mar. 31, 2016).

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

estates. If the rejection of the Leases is approved, the Debtors will maintain sufficient helicopters to operate their businesses and meet their customers' needs.

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

Reservation of Rights

43. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for or validity of any claim of any parties in interest to the Excess Equipment, Subleased Equipment, or Leases or Subleases under applicable nonbankruptcy law or (iii) a waiver of any claims or causes of action which may exist against any parties in interest to the Excess Equipment, Subleased Equipment, or Leases or Subleases. The Debtors are in the process of reviewing these matters and reserve all of their rights under the Bankruptcy Code.

Notice

44. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177

Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, 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 certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to certain secured lenders under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any; and (x) in the case of the Subleases, the Sublessees. Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

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

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

Dated: New York, New York
May 27, 2016

By: */s/ Jasmine Ball*

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
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Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

/s/ Stephen A. Youngman

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

-and-

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

Proposed Attorneys for Debtors and Debtors in Possession

EXHIBIT A

Debtors

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

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

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2

Notice Parties: Schedule 1	Row(s)
Airbus Helicopters	5
Airbus Helicopters S.A.S.	37
Allen & Overy LLP	8, 11, 13, 22-33
Bank of Scotland Corporate Asset Finance	2
Bank of Utah	3, 20
BNP Paribas S.A.	8, 22-33
Bolt Steward Cable Limited	36, 37
Caroline Devlin	14
Clifford Chance, LLP	17, 18, 34
Commonwealth Bank of Australia	38-40
Dentons US LLP	12, 21
Element Capital Corp.	12, 21
ERA Leasing LLC	9
Eurocopter S.A.S. (now Airbus)	8, 11, 13, 22-33, 36
Export Development Canada	3, 17, 18, 34
HAYNES AND BOONE, LLP	2-4, 19, 20
HFSI One Limited	5
Holland & Knight LLP	8, 11, 13, 22-33
HSBC France	8, 11, 13, 22-33
Ironshore Specialty Insurance Company	36, 37
IWG Davis LLP	8, 11, 13, 22-33
Jackson Walker L.L.P.	10, 36
Libra Group Services	5
Lobo Leasing SPV A Limited	14
Lombard North Central Plc	17, 18, 34
McGuire, Craddock & Strother, P.C.	3, 5, 17, 18, 34
Milestone Aviation Group Limited	1, 6, 7, 15, 16, 35
Morgan Stanley Bank International Limited	38-40
Parilease S.A.S.	8, 11, 13, 22-33
QBE Insurance (Europe) Limited	10
RBS Aerospace Limited	3, 17, 18, 34
Sandycove Aviation Limited	5
Sidley Austin LLP	1, 6, 7, 15, 16, 35
Societe Generale	8, 11, 13, 22-33
Sparebank 1 SR-Finans AS	10, 36

Sparebanken Finans Nord-Norge AS	37
Thai Aviation Services Limited	14
The Milestone Aviation Asset Holding Group No. 25 Ltd	1, 6, 7, 15, 16, 35
The Milestone Aviation Asset Holding Group No. 8 Ltd	6
The Royal Bank of Scotland	3, 19
The Royal Bank of Scotland Plc	17, 18, 34
Vedder Price	3, 5, 17, 18, 34
Wachtell, Lipton, Rosen & Katz	2-4, 19, 20
Waypoint Asset Co 3 Limited	4, 19
Waypoint Asset Co 6 Limited	3, 20
Waypoint Asset Co 8 Limited	2
Waypoint Leasing	2-4, 19, 20
Wells Fargo Bank Northwest NA	2, 19, 20
Wells Fargo Bank Northwest, National Association	2, 4, 15, 19
White & Case, LLP	14
Wilmington Trust Company	1, 6, 7, 15, 16, 20, 35
Wilmington Trust SP Services (Dublin) Limited	1, 6, 7, 15, 35

Notice Parties: Schedule 2	**Row(s):**
BHS - Brazilian Helicopter Services Taxi Aereo SA	7, 13, 17, 20, 30, 41, 43, 45
CHC Helicopters Netherlands BV	3
CHC Helicopters Canada Inc.	23, 24, 27, 28
CHC Helikopter Service AS	11, 14, 15, 26, 31-33, 35, 55, 56
CHC Scotia Limited	4, 5, 10, 18, 34, 55
Thai Aviation Services Limited	22

Schedule 1

EXCESS EQUIPMENT[1]

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Helicopters (Barbados) Limited	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland Fax: 353 1 477 3385 Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31511	Luchthavenweg 18 (in DHA hangar), 1786 PP, Den Helder, The Netherlands	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.: PCE-KB1174 PCE-KB1381	July 3, 2016

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 Email: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 27 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland (F): 353 1 612 5550				
2	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 8 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31203	HMCG Helicopter Unit, Daedalus Airfield, Chark Lane, Lee-on-Solent. PO13 9FL, United Kingdom	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.: PCE-KB0054 PCE-KB0262	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 28 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy: TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland (F): +353 1 614 6250 Email: john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com Owner Trustee: Wells Fargo Bank Northwest NA CTS Lease Group 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 29 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: ctsleasegroup@wellsfargo.com Copy: Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com Owner: Bank of Scotland Corporate Asset Finance Frances Herd 8 Lochside Avenue Edinburgh, EH 12 9DJ, United Kingdom (T): +44(0) 845 603 7868 Email: frances_herd@bankofscotland.co.uk				
3	Heliworld Leasing Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31042	Luchthavenweg 18 (in DHA hangar), 1786 PP, Den Helder, The Netherlands	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.:	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 30 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com Email: ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 Telephone: 516.662.5302 Email: twolynski@waypointleasing.com Owner Trustee: Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201			PCE-KB0367 PCE-KB0042	

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Salt Lake City UT 84111 USA Email: jeyre@bankofutah.com Copy: RBS Aerospace Limited George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): +353 1448 3390 The Royal Bank of Scotland Senior Director, Head of Risk and Portfolio Management Head of Operations Structured Asset Finance The Quadrangle, The Promenade Cheltenham, GL50 1PX, United Kingdom Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 Copy:				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 32 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 33 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
4	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Copy: Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214.651.5000 (F): 214.651.5940 Email: robert.albergotti@haynesboone.com Email: ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212.403.1000 (F): 212.403.2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31492	Estrada Velha de Arraial do Cabo - S/N° – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.: PCE-KB1297 PCE-KB1310	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 34 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516.662.5302 Email: twolynski@waypointleasing.com Owner Trustee: Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com Copy: TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland (F): +353 1 614 6250 Email: john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com				
5	Heliworld Leasing Limited	Lessor: HFSI One Limited	Manufacturer: Airbus Helicopters	Hangar C - Broome Heliport, Gus	Manufacturer: Turbomeca	June 7, 2016

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		41 Forbes Quay Sir John Rogerson's Quay Dublin 2 Ireland HFSI One Limited Managing Director, Ground Floor 6 George's Dock IFSC Dublin 1 Ireland (F): +353 1 672 8709 HFSI One Limited General Counsel C/O Lease Corporation International Limited, Ground Floor, 6 George's Dock, IFSC, Dublin 1 Ireland (F): +353 1 818 9955 Copy: Libra Group Services Group General Counsel 13-14 Hobart Place London SW 1W 0HH United Kingdom (F): +353 1 818 9955 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C.	Model: EC225 Serial Number: 2910	Winckel Road, Broome WA 6725 Australia	Model: Makila 2A1 Serial Nos.: 13317 13069	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 36 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Airbus Helicopters Jean Michel Cerf Etablissement de la Courneuve 2 a 20 avenue Marcel - Cachin La Courneuve Cedex BP107-93123				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 37 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		France (F): +44 20 7245 0681 Sandycove Aviation Limited General Counsel 41 Forbes Quay, Sir John Rogerson's Quay, Dublin 2 Ireland (F): +44 20 7245 0681				
6	CHC Helicopters (Barbados) Limited	Lessor: The Milestone Aviation Asset Holding Group No. 8 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2681	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A Serial Nos.: 1063 1177	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 38 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 E-mail: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F) (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland (F): 353 1 612 5550				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 39 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com				
7	CHC Helicopters (Barbados) SRL	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2911	CHC Helikopter Service AS, Flyplassveien 8, 6517 Kristiansund, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial No.: 13311 1104	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 40 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 Email: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F) (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 41 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
8	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2740	Aeroporto Internacional de Carrasco (MVD), HANGAR 62, Ruta 101 km 19, 950, Ciudad de la Costa 14000, Uruguay	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1154 13285	June 27, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 42 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger:				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 43 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 44 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
9	Heli-One Leasing ULC	Lessor: ERA Leasing LLC Dave Stepanek Lake Charles, LA 70605 USA (T): (337) 474-3918	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2691	CHC Helikopter Service AS, Postboks 74, 5869 Bergen Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A Serial Nos.: 1181 1150	June 7, 2016
10	Heli-One Leasing (Norway) AS	Lessor: Sparebank 1 SR-Finans AS Ole Magnus Baekkelund Petroleumsvn 6, Postboks 114 Forus Stavanger 4065 Norway (T): +1 801 781 2775 (F): +353 61 445022 Copy: Monica S. Blacker Jackson Walker L.L.P. 2323 Ross Avenue, Suite 600 Dallas TX 75201 (T): (214) 953-6000 (F): (214) 953-5822	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2716	CHC Helikopter Service AS, Flyplassveien 8, 6517 Kristiansund, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1023 13002	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 45 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: mblacker@jw.com Insurer: QBE Insurance (Europe) Limited Portfolio Manager, Asset Protection Plantation Place, 30 Fenchurch Street London, EC3M 3BD United Kingdom (F): 44 (0) 20 7105 4044				
11	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2729	Aeroporto Internacional de Carrasco (MVD), HANGAR 62, Ruta 101 km 19,950, Ciudad de la Costa 14000, Uruguay	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1208 1143	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 46 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 47 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (212) 610-6399 E-mail: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 (F): +33 1 5813 8169 Email: vincent.nelson@hsbc.fr Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F): +33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus)				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 48 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
12	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 772-8129 Copy: Carol Neville Dentons US LLP 1221 Avenue of the Americas	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2878	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 13030 13266	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 49 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		New York NY 10020 (T): (212) 768-6700 (F): (212) 768-6800 Email: carole.neville@dentons.com Matthew Nickel Dentons US LLP 2000 McKinney Avenue, Suite 1900 Dallas TX 75201-1858 (T): (214) 259-0900 (F): (214) 259-0910 Email: matt.nickel@dentons.com				
13	CHC Leasing (Ireland) Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2773	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1171 13153	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 50 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 E-mail: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 51 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 E-mail: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 France (F): +33 1 5813 8169 Email: vincent.nelson@hsbc.fr Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France marie-cecile.fournier@sgcib.com (F): +33 1 4692 4597				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 52 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
14	CHC Helicopters (Barbados) SRL	Lessor: Lobo Leasing SPV A Limited Address: John Contas, Dan Roberts The Arch, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin, A94 A0D0 Ireland (F): +353 1 631 9001 (F): +353 1 618 0618 Copy:	Manufacturer: Sikorsky Model: S76C+ Serial Number: 760561	Heli-One Canada, 4300 80th Street, Delta, BC, V4K 3N3 Canada	Manufacturer: Turbomeca Model: Arriel 2S1 Serial Nos.: 20715TEC 20599TEC	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 53 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Ian J. Silverbrand, Esq. White & Case, LLP 1155 Avenue of the Americas New York, NY 10036-2787 Caroline Devlin The Arthur Cox Building, Earlsforte Centre Earlsforte Terrace, Dublin A94 A0D0 Ireland (F): +353 1 618 0618 Email: carolinedevlin@arthurcox.com Thai Aviation Services Limited Managing Director RS Tower Building, 12th Flr 121/51 Ratchadapisek Rd. Dindeang Bangkok 10400 Thailand (F): +66 2 641 3995 Email: sunwanawat@tasl.co.th				
15	Heli-One Canada ULC	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland	Manufacturer: Sikorsky Model: S92A Serial Number:	Hangar 2, St. John's Intl. Airport, St. John's, NL, Canada	Manufacturer: General Electric Model: CT7-8A Serial Nos.:	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 54 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F) : 353 1 477 3385 Email: Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 Email: mgburke@sidley.com dkao@sidley.com	920216		947711 947714	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 55 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F): (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland (F): 353 1 612 5550 Wells Fargo Bank Northwest, National Association Corporate Trust Services 260 N. Charles Lindbergh Drive, MAC: U1240-026 Salt Lake City, UT 84116 USA (F): (801) 246 5053				
16	Heli-One Canada ULC	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland	Manufacturer: Sikorsky Model: S92A Serial Number:	Hangar 2, St. John's Intl. Airport, St. John's, NL, Canada	Manufacturer: General Electric Model: CT7-8A Serial Nos.:	July 3, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 56 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 353 1 477 3385 Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 E-mail: mgburke@sidley.com dkao@sidley.com	920229		947745 947738	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 57 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Wells Fargo Bank Northwest, National Association, Corporate Trust Services 260 N. Charles Lindbergh Drive, MAC: U1240-026 Salt Lake City, UT 84116 USA (F): (801) 246 5053				
17	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Copy: Jennifer DeMarco Clifford Chance, LLP 31 West 52nd Street, New York, NY 10019-6131 Email:	Manufacturer: Sikorsky Model: S92A Serial Number: 920097	Heli-One (Norway) Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-E947474 GE-E947412	June 27, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 58 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		jennifer.demarco@cliffordchance.com Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Copy: J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 59 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F) : 01242 233519 RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390 RBS Aerospace Limited Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 60 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
18	CHC Helicopters (Barbados) Limited	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Copy: Jennifer DeMarco Clifford Chance, LLP 31 West 52nd Street, New York, NY 10019-6131 Email: jennifer.demarco@cliffordchance.com Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street	Manufacturer: Sikorsky Model: S92A Serial Number: 920127	H1 Hangar - 4300 – 80th Street, Delta, BC V4K 3N3 Canada	Manufacturer: General Electric Model: CT7-8A Serial Nos.: 947626 947638	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 61 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 62 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F): 01242 233519 RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390 RBS Aerospace Limited Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230				
19	Heli-One Canada ULC	Lessor: Waypoint Asset Co 3 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219	Manufacturer: Sikorsky Model: S92A Serial Number: 920022	Hangar 2, St. John's Intl. Airport, St. John's, NL, Canada	Manufacturer: General Electric Model: CT7-8A Serial Nos.: 947331	July 3, 2016

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): 214.651.5000 (F): 214.651.5940 Email: robert.albergotti@haynesboone.com Email: ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212.403.1000 (F): 212.403.2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516.662.5302 Email: twolynski@waypointleasing.com Copy: TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland			947564	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 64 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +353 1 614 6250 john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com Owner Trustee: Wells Fargo Bank Northwest NA CTS Lease Group 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Email: ctsleasegroup@wellsfargo.com Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
20	CHC Helicopters (Barbados) Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219	Manufacturer: Sikorsky Model: S92A Serial Number: 920119	Estrada Velha de Arraial do Cabo - S/N° – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775 –000	Manufacturer: General Electric Model: CT7-8A Serial Nos.: None.	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 65 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): 214.651.5000 (F): 214.651.5940 Email: robert.albergotti@haynesboone.com Email: ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212.403.1000 (F): 212.403.2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516.662.5302 Email: twolynski@waypointleasing.com Copy: Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 66 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com Security Trustee: Wilmington Trust Company Corporate Trust Administration 1100 North Market Street, Wilmington DE 19890-1605 USA (T): 302-636-6000 Fax: 302-636-4140 Copy: Michael Arsenualt Wells Fargo Bank Northwest NA 260 North Charles Lindbergh Drive, MAC U1240-026, Salt Lake City, Utah 84116 (F): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
21	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600,	Manufacturer: Sikorsky Model: S92A Serial Number:	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn,	Manufacturer: General Electric Model: CT7-8A Serial Nos.:	June 27, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 67 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 772-8129 Copy: Carol Neville Dentons US LLP 1221 Avenue of the Americas New York NY 10020 (T): (212) 768-6700 (F): (212) 768-6800 Email: carole.neville@dentons.com Matthew Nickel Dentons US LLP 2000 McKinney Avenue, Suite 1900 Dallas TX 75201-1858 (T): (214) 259-0900 (F): (214) 259-0910 Email: matt.nickel@dentons.com	920014	Norway	GE-E947233 GE-E947550	
22	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier	Manufacturer: Airbus Helicopters Model: EC225	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger	Manufacturer: Turbomeca Model: Makila 2A1	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 68 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP	Serial Number: 2715	Lufthavn, Norway	Serial Numbers: 13119 13241	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 69 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 70 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
23	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin	Manufacturer: Airbus Helicopters	Incident A/C	Manufacturer: Turbomeca Model:	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 71 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman	Model: EC225 Serial Number: 2721		Makila 2A1 Serial Numbers: 13032 1127	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 72 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 73 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
24	CHC Helicopters (Barbados)	Lessor: Parilease S.A.S.	Manufacturer: Airbus Helicopters	CHC Scotia Ltd, North Hangar, Hutton Road,	Manufacturer: Turbomeca	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 74 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	SRL	Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com	Model: EC225 Serial Number: 2745	Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Model: Makila 2A1 Serial Numbers: 13109 1038	

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 75 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A.				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 76 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
25	CHC	Lessor:	Manufacturer:	CHC	Manufacturer:	June 7,

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 77 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	Helicopters (Barbados) SRL	Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700	Airbus Helicopters Model: EC225 Serial Number: 2747	HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Turbomeca Model: Makila 2A1 Serial Numbers: 13016 1078	2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 78 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 79 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 80 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
26	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2779	Lot 32 Karasek Way Karratha Airport WA Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13066 1084	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 81 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 82 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Mandated Lead Arranger: Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +020 7845 7401				
27	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2794	Lot 32 Karasek Way Karratha Airport WA Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1155 1086	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 84 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 85 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 86 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
28	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2798	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13041 1138	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 87 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 88 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 89 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
29	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2801	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1175 1030	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 90 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent:				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 91 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 92 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
30	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2822	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1082 13067	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 93 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 94 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 95 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
31	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2827	Aeroporto Internacional Presidente Nicolau Lobato, Comoro Road, Dili, Timor-Leste East Timor	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13169 1174	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 96 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 97 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus)				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 98 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
32	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2848	Hangar C - Broome Heliport, Gus Winckel Road, Broome WA 6725 Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13229 13218	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 99 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 100 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Lender: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
33	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2851	Aeroporto Internacional Presidente Nicolau Lobato, Comoro Road, Dili, Timor-Leste East Timor	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13227 13225	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 102 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 103 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Lender: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 104 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
34	CHC Helicopters (Barbados) SRL	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB, United Kingdom	Manufacturer: Airbus Helicopters Model: AS332L Serial Number: 2139	Heli-One (Poland) Sp. Z.o.o., Jasionka 947, 36-002 Jasionka, Poland	Manufacturer: Turbomeca Model: Makila 1A Serial Numbers: 254 114	June 7, 2016

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +1 202 565 3558 Jennifer DeMarco Clifford Chance, LLP 31 West 52nd Street, New York, NY 10019-6131 Email: jennifer.demarco@cliffordchance.com Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Copy: McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 106 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Security Trustee: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F): 01242 233519 Owner: RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 107 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 353 1448 3390 RBS Aerospace Limited Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230				
35	CHC Helicopters (Barbados) SRL	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland Fax: 353 1 477 3385 Email : Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2890	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13288 13222	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 108 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 Email: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F) (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland (F): 353 1 612 5550				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 109 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
36	Heli-One Leasing (Norway) AS	Lessor: Sparebank 1 SR-Finans AS Ole Magnus Baekkelund Petroleumsvn 6, Postboks 114 Forus Stavanger 4065 Norway (T): +1 801 781 2775 (F): +353 61 445022 Copy: Monica S. Blacker Jackson Walker L.L.P. 2323 Ross Avenue, Suite 600 Dallas TX 75201 (T): (214) 953-6000 (F): (214) 953-5822 Email: mblacker@jw.com RV Insurer: Ironshore Specialty Insurance Company Claims One State Street Plaza, 8th Floor New York, NY 10004 USA Copy: Ironshore Specialty Insurance Company Daniel Sussman	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2692	CHC Helikopter Service AS, Postboks 74, 5869 Bergen Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1029 1009	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 110 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		One State Street Plaza, 8th Floor New York, NY 10004 USA Email: Daniel.Sussman@ironshore.com Bolt Steward Cable Limited Mark Cable The Barn, Gross Green Cottage, Browninghill Green, Hampshire RG26 5J2 United Kingdom Email: mark@cableadvisory.com Manufacturer: Eurocopter S.A.S. (Now Airbus) Jean Michel Cerf Etablissement de la Courneuve, 20 a 20 Avenue Marcel-Cachin, La Courneuve Cedex BP107 93123 France				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 111 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
37	Heli-One Leasing (Norway) AS	Lessor: Sparebanken Finans Nord-Norge AS Hermod Bakkejord Sjøgata 8, P.O. Box 6801, Langnes, 9298 Tromsø 9008 Norway Email: hermod.bakkejord@snnfinans.no RV Insurer: Ironshore Specialty Insurance Company Claims One State Street Plaza, 8th Floor New York, NY 10004 USA Copy: Ironshore Specialty Insurance Company Daniel Sussman One State Street Plaza, 8th Floor New York, NY 10004 USA Email: Daniel.Sussman@ironshore.com Bolt Steward Cable Limited Mark Cable The Barn, Gross Green Cottage, Browninghill Green, Hampshire RG26 5J2 United Kingdom Email: mark@cableadvisory.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2907	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13305 13103	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 112 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Airbus Helicopters S.A.S. Jean Michel Cerf Etablissement de la Courneuve, 20 a 20 Avenue Marcel-Cachin, La Courneuve Cedex BP107 93123 France				
38	CHC Helicopter Australia Pty. Ltd.	Lessor: Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia Fax: 61 2 9118 4201 Agent: Morgan Stanley Bank International Limited Nicole Shoaf 25 Cabot Square, Canary Waraf London, E14 4QA England Email: loansagency@morganstanley.com (F): 44 207 056 5471	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 2317	CHC Hangar Lancaster Rd. Marrara Darwin Australia 0812	Manufacturer: Turbomeca Model: Makila 1A1 Serial Nos.: 310 305	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 113 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
39	CHC Helicopter Australia Pty. Ltd.	Lessor: Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia (F): 61 2 9118 4201 Agent: Morgan Stanley Bank International Limited Nicole Shoaf 25 Cabot Square, Canary Waraf London, E14 4QA England Email:loansagency@morganstanley.com (F): 44 207 056 5471	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 2319	Heritage Hangar – 7630 Montreal Street, Delta, BC V4K 0A7 Canada	Manufacturer: Turbomeca Model: Makila 1A1 Serial Nos.: 144 2533	June 7, 2016
40	CHC Helicopter Australia Pty. Ltd.	Lessor: Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia (F): 61 2 9118 4201 Agent:	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 9008	CHC Hangar Lancaster Rd. Marrara Darwin Australia 0812	Manufacturer: Turbomeca Model: Makila 1A1 Serial Nos.: 175 2141	June 7, 2016

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 114 of 136

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Morgan Stanley Bank International Limited Nicole Shoaf 25 Cabot Square, Canary Waraf London, E14 4QA England Email: loansagency@morganstanley.com (F): 44 207 056 5471				

Case 16-31854-bjh11 Doc 210 Filed 05/27/16 Entered 05/27/16 19:46:30 Page 115 of 136

Schedule 2[1]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	2317	Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
2	2319	Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
3	31511	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters Netherlands BV Luchthavenweg 18, 1786 PP, Den Helder, the Netherlands	July 3, 2016
4	31203	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 3, 2016

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

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
5	31042	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 3, 2016
6	31492	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 3, 2016
7	31492	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 3, 2016
8	2910	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016
9	2910	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
10	2681	Sublease	CHC Helicopters (Barbados) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
11	2911	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
12	2740	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	June 27, 2016
13	2740	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
14	2691	Sublease	Heli-One Leasing ULC	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
15	2716	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
16	2729	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 3, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
17	2729	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 3, 2016
18	2878	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 7, 2016
19	2773	Sublease	CHC Leasing (Ireland) Limited	Capital Aviation Services BV	June 7, 2016
20	2773	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 7, 2016
21	760561	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
22	760561	Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	June 7, 2016
23	920216	Sublease	Heli-One Canada ULC	CHC Helicopters Canada Inc. 799 Bames Drive, Goffs, Nova Scotia, B2T 1R8 Canada	July 3, 2016
24	920229	Sublease	Heli-One Canada ULC	CHC Helicopters Canada Inc. 799 Bames Drive, Goffs, Nova Scotia, B2T 1R8 Canada	July 3, 2016
25	920097	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	June 27, 2016
26	920097	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
27	920127	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters Canada Inc. 799 Bames Drive, Goffs, Nova Scotia, B2T 1R8 Canada	June 7, 2016
28	920022	Sublease	Heli-One Canada ULC	CHC Helicopters Canada Inc. 799 Bames Drive, Goffs, Nova Scotia, B2T 1R8 Canada	July 3, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
29	920119	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	June 7, 2016
30	920119	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 7, 2016
31	920014	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
32	2715	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
33	2721	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
34	2745	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 7, 2016
35	2747	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
36	2779	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016
37	2779	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
38	2794	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
39	2794	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
40	2798	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 7, 2016
41	2798	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 7, 2016
42	2801	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 7, 2016
43	2801	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
44	2822	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 7, 2016
45	2822	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 7, 2016
46	2827	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016
47	2827	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
48	2848	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
49	2848	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
50	2851	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 7, 2016
51	2851	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 7, 2016
52	2139	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	June 7, 2016
53	2139	Sub-Sublease	Capital Aviation Services BV	CHC Global Operations International ULC	June 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
54	2890	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 7, 2016
55	2692	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016
56	2907	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 7, 2016

Exhibit B

Proposed Form of Order

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

In re:	:	Chapter 11
CHC GROUP LTD. *et al.*,[1]	:	Case No. 16– 31854 (BJH)
Debtors.	:	(Jointly Administered)

ORDER GRANTING DEBTORS' SECOND OMNIBUS MOTION TO REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number, where applicable, are as follows: CHC Group Ltd. (7405), 6922767 Holding SARL (8004), Capital Aviation Services B.V. (2415), CHC Cayman ABL Borrower Ltd., CHC Cayman ABL Holdings Ltd., CHC Cayman Investments I Ltd. (8558), CHC Den Helder B.V. (2455), CHC Global Operations (2008) ULC, CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Helicopter (1) S.à r.l., CHC Helicopter (2) S.à r.l., CHC Helicopter (3) S.à r.l., CHC Helicopter (4) S.à r.l., CHC Helicopter (5) S.à r.l., CHC Helicopter Australia Pty Ltd, CHC Helicopter Holding S.à r.l. (0907), CHC Helicopter S.A., CHC Helicopters (Barbados) Limited, CHC Helicopters (Barbados) SRL, CHC Holding (UK) Limited (2198), CHC Holding NL B.V. (6801), CHC Hoofddorp B.V., CHC Leasing (Ireland) Limited, CHC Netherlands B.V. (2409), CHC Norway Acquisition Co AS (6777), Heli-One (Netherlands) B.V. (2414), Heli-One (Norway) AS (2437), Heli-One (U.S.) Inc. (9617), Heli-One (UK) Limited (2451), Heli-One Canada ULC, Heli-One Holdings (UK) Limited (6780), Heli-One Leasing (Norway) AS (2441), Heli-One Leasing ULC, Heli-One USA Inc. (3691), Heliworld Leasing Limited (2464), Integra Leasing AS (2439), Lloyd Bass Strait Helicopters Pty. Ltd. (2398), Lloyd Helicopter Services Limited (6781), Lloyd Helicopter Services Pty. Ltd. (2394), Lloyd Helicopters International Pty. Ltd. (2400), Lloyd Helicopters Pty. Ltd. (2393), and Management Aviation Limited (2135). The Debtors' principal offices are located at 600 East Las Colinas Blvd., 10th Floor, Irving, Texas 75039.

Upon the motion dated May 27, 2016 (the "**Motion**")[2] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 to reject the leases ("**Leases**") for helicopters and other related equipment identified on Schedule 1 to the Motion (collectively, the "**Excess Equipment**") and the sublease agreements identified on Schedule 2 to the Motion (the "**Subleases**") and relating to certain Excess Equipment identified on Schedule 2 to the Motion (the "**Subleased Equipment**"); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors Second Motion to Reject Certain Equipment Leases and Subleases, dated as of May 27, 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, 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.

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

Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to certain secured lenders under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, and (x) in the case of the Subleases, the Sublessees; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of each of the Leases of Excess Equipment listed on Schedule 1 to the Motion is authorized and approved as of the relevant Effective Date (as set forth next to each item of Excess Equipment on Schedule 1 to the Motion) and (b) the rejection of each of the

Subleases listed on Schedule 2 to the Motion is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment (as set forth next to each Sublease listed on Schedule 2 to the Motion).

3. Each rejected Lease, Sublease and related transaction agreement set forth on Schedule 1 and Schedule 2 to the Motion is hereby rejected by the Debtors party thereto.

4. The Debtors shall, upon the effectiveness of rejection or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors records and documents relating to such Lessors' Excess Equipment that are readily available. If such Excess Equipment is Replacement Equipment, the Debtors shall make available records and documents that are readily available relating to such Replacement Equipment.

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

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

request or transfer.

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

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

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

such Replacement Equipment.

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

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

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

and any such liens.

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

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

15. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby.

16. Claims arising out of any rejection effected pursuant to these procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar**

Date"), on or before the later of (i) the Bar Date, or (ii) 30 days after the Effective Date with respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

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

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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