This is Exhibit "L" 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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CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed June 30, 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' 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 on Schedule 1 to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof,

[1] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in 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 May 5, 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. 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) 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 the objections to the Motion filed by certain Lessors 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 as and to the extent set forth herein.

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 attached to this Order is authorized and approved as of the later of (i) the date set forth next to each item of Excess Equipment on Schedule 1 attached to this Order or (ii) the date of entry of this Order (such later date, the "**Effective Date**") and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment. The Debtors shall make available to the applicable Lessors or their designees all Excess Equipment consistent with this order on and after the Effective Date.

3. The Debtors shall, upon the Effective Date, or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors or their designees all records and documents relating to such Lessors' Excess Equipment that are in the Debtors' possession or control (whether hard copy or in electronic form). If such Excess Equipment is Replacement Equipment, the Debtors shall make available to the applicable Lessors or their designees all records and documents that are in the Debtors' possession or control relating to such Replacement Equipment. If such records and documentation are in the possession of the Debtors' non-debtor affiliates, the Debtors shall cause their non-debtor affiliates to make available such records and documentation to the applicable Lessors or their designees. If such records and documentation are in the possession of third parties, the Debtors shall use their commercially reasonable efforts to cause such third parties to make available such records and documentation to the applicable Lessors or their designees, provided that such applicable Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such third-party records and documentation requests. From and after the Effective Date, the Debtors shall respond reasonably promptly to reasonable inquiries from the applicable Lessors regarding such records and documents related to such Lessors' Excess Equipment.

4. Upon written request from an affected Lessor, the Debtors shall cause, and shall procure that their non-debtor affiliates cause, the execution of, or provision of, information required for (y) a lease termination document or other documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction, or any registry, in connection with such Excess Equipment and (z) the customs status with available historical records and a copy of such import customs clearance, if applicable, provided that the affected Lessor shall be solely

responsible for all reasonable out-of-pocket costs associated with (a) such documentation and (b) the filing, if applicable, thereof with such relevant aviation authority or register.

5. 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, or other authority's register, provided that the affected Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such request or transfer.

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) 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, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the

Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess Equipment. Unless otherwise agreed by the Debtors and a Lessor, each Lessor shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring such Lessor's Excess Equipment (and for other attendant risks) after the Outside Pick-Up Date (such costs, "**Subsequent Costs**"), and such Lessor shall not be entitled to assert an administrative expense claim for such Subsequent Costs. If the Lessor does not remove the Excess Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, 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. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

8. Both (a) without limiting (i) obligations, if any, to return a full helicopter, including, without limitation, the airframe, engines and other parts and equipment (and component parts of any of the foregoing) under any rejected Lease for Excess Equipment, (ii) claims, if any, arising from the failure to return all such items, and (iii) claims, if any, arising from the failure to return all such items in one location and/or assembled, which, in the case of each of (i) through (iii), are subject to the reservation of rights contained in Paragraphs 19 and 20 hereof, and (b) without affecting the Effective Date for any rejected Lease (as provided herein), the helicopter to be made available with respect to each rejected Lease will include, at a minimum, two engines, and all gearboxes, blades, rotors and rotor assemblies appropriate for the model of such helicopter, with all such items being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)) and, to the extent requested, providing a bill of sale for such to the Lessor, in each case, in accordance with the procedures set forth herein with respect to Replacement Equipment or Substitute Equipment; provided that, in certain circumstances, some of the Excess Equipment associated with a rejected Lease may be made available at a location other than such locations set forth in Schedule 1 for such Excess Equipment, in which case the Lessors (and other interested parties associated with such Excess Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on and after the Effective Date of such rejection of such location and the equipment located at such other location. If any of the Excess Equipment was non-

serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority), subject, however, to the reservation of rights provisions below regarding the assertion of administrative expense claims and general unsecured claims for damages and maintenance condition status. During the period commencing on the date of this Order and ending at the time the Lessor or its designee takes possession of the Excess Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove or use any of the Excess Equipment (including any part or component thereof) except as expressly permitted by paragraphs 10 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

9. Subject to ordered paragraphs 10 through 15, 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 shall, 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 liens granted to or for the benefit of, or otherwise arising by or through, the Lessor

(or the Lessor's lenders and finance parties under related aircraft financings)) 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 cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), 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 granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings).

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also with the same secured party) 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 this Order, the Debtors may, in the Debtors' sole discretion, make the Original Equipment (to the extent such Original Equipment is in the Debtors' possession) available to an affected Lessor at the location where such Original Equipment is situated, whether or not such Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment (having the same value and utility to the otherwise required Replacement Equipment) available to the affected Lessor at the location where the Affected Equipment is situated by installing such Substitute Equipment on the Affected Equipment, 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. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One

(Norway AS) Support By The Hour Agreement Standard Exchange Agreements between Heli-One and Turbomeca (the "**Standard Exchange Agreements**"), which was not otherwise transferred back to the Debtors pursuant to the terms of the Standard Exchange Agreements, shall not be transferred by the Debtors to any Lessor. For the avoidance of doubt, any such Original Equipment referenced in the prior sentence is not in the Debtors' possession or control and is not included on Schedule 1 attached to this Order. To the extent that Turbomeca provided Replacement Equipment to the Debtors that is on a helicopter being returned to any of the Lessors and the Debtors received clean title to the Replacement Equipment pursuant to the Standard Exchange Agreements, then title of the equipment of the Lessors provided to Turbomeca in exchange for the Replacement Equipment (the "**Exchange Equipment**") was free and clear of all liens, claims and encumbrances of any of the Lessors (or any of the Lessors' lenders and finance parties under related aircraft financings) at the time of such transfer.

16. The Debtors shall provide to the Committee, by and through its advisors, and to counsel to the informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, with a bi-weekly report of all transfers of, and liens on, Original Equipment, Replacement Equipment or Substitute Equipment made pursuant to this Order.

17. 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 and comply with the provisions of this Order.

18. 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.

19. The entry of this Order is without prejudice to the ability of a Lessor or any other party in interest whose Excess Equipment is the subject of a lease that is rejected by the Motion and this Order to assert and file claims, if any, including a request for payment of an administrative expense claim (if any), for damages or other compensation arising under or in connection with the applicable Leases and/or section 503 of the Bankruptcy Code, including any failures, if any, by the Debtors to comply with any terms and conditions contained in the Leases, provided that this Order is without prejudice to the Debtors' or any other party in interest's defenses, offsets and objections to such claims and their asserted priority. Nothing set forth herein shall be deemed to determine the scope of the Debtors' return obligations with respect to the Excess Equipment and that this Order (including, without limitation, the Effective Dates set forth on Schedule 1 and Schedule 2) is without prejudice to the rights, if any, of (i) any Lessor or party in interest in these transactions to assert a claim for damages for failure to comply or delay by the Debtors to satisfy all return provisions with respect to any portion of the Excess Equipment or for improper or inadequate record keeping with respect to the records or documents, under the applicable Lease, security agreement or other operative documents or under the Bankruptcy Code, including entitlement to rent, supplemental rent, debt service or damages, or an administrative expense claim with respect to rent, supplemental rent, debt service or damages, if any, or a claim for other contractual payments, including any indemnities, fees and expenses of the trustee, if any, stipulated loss value, termination value or payments under a tax indemnity agreement, if any and in all instances other than for Subsequent Costs, or (ii) the Debtors or any other party to object to any such claims or their asserted priority; provided,

however, that to the extent there are Agreed Arrangements, with respect to specific matters delineated therein, unless otherwise agreed to by the parties to such Agreed Arrangements, after consultation with the UCC, the applicable Lessor shall not have any claim (whether prepetition or administrative) for damages relating to the Debtors' compliance with such Agreed Arrangements in lieu of the requirements for the applicable Lease or security agreement (but all other claims and priority rights (and defenses thereto) are fully preserved); provided, further, that if the Debtors and any Lessor have agreed to extend the Effective Date for related Excess Equipment beyond the Effective Date specified in the Motion, the Debtors shall not be subject to, and such Lessor shall not assert, any additional administrative expense claims as a result of such extension but all other bases for administrative claims (including, without limitation, any failure by the Debtors to return the Excess Equipment by the extended Effective Date) (as well as all rights to object thereto) are fully preserved and reserved. For the avoidance of doubt, each of Sparebank 1 SR-Finans AS and Sparebanken Finans Nord-Norge AS reserves their rights against the Debtors and third-party non-Debtors with respect to any claims, determination of validity and liability related to any residual value insurance policies related to the Excess Equipment. Nothing in this order will impair or alter any right or entitlement of The Milestone Aviation Group Limited, any Lessor, or any other party in interest to recover insurance proceeds with respect to the Excess Equipment. Era Leasing Inc. ("Era") believes that there may be reserves or deposits held at Turbomeca that may not be property of the Debtors' estates and instead are property of Era upon rejection of the Era lease. The parties are working diligently to determine the status of such reserves or deposits. To the extent it is determined that such reserves or deposits are not property of the Debtors' estates and are instead property of Era, the Debtors will

promptly direct Turbomeca to transfer such reserves or deposits to Era by executing standard reserve transfer authorizations with Turbomeca for the benefit of Era.

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

21. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to any and all of the Debtors' estates to allow the parties to effectuate the provisions of this Order and to transfer, move and dispose of the rejected Excess Equipment and to exercise available rights of setoff, application and recoupment, if any, including without limitation with respect to available funds held on deposit or trust or otherwise that relate to any such Excess Equipment or applicable Lease (and any related financings), without further order of the Court, in accordance with applicable non-bankruptcy law and with respect to any such setoff, application and recoupment, solely to the extent such setoff, application and recoupment is permitted by, and in compliance with, the Bankruptcy Code (other than section 362 thereof).

22. 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.

23. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

Alphabetical Index of Parties Listed in Schedules 1 and 2 to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment Leases and Subleases

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CHC Scotia Limited	8, 11, 13, 15, 16, 48, 49

Schedule 1
to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment Leases and Subleases

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	Date of entry of this order

[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.

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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	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
6	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
7	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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 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	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	Date of entry of this order
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,	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	Date of entry of this order

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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
		Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129				
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	Date of entry of this order
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	Date of entry of this order
12	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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	Date of entry of this order
14	CHC Helicopters (Barbados) Limited	Lessor: GE Capital Equipment Finance Ltd. Address: The Ark, 201 Talgarth Road,	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers:	CHC Helikopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Date of entry of this order

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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
		London, W6 8BJ United Kingdom Fax: +44 844 8920 845	Serial Number: 2613	3021 3016		
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: 13299 13031	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Canada	Date of entry of this order
16	CHC Helicopters (Barbados) Limited	Lessor: Leonardo Helicopter (4) 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: 31414	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1029 PCE-KB0903	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Date of entry of this order
17	CHC	Lessor:	Manufacturer:	Manufacturer: Pratt &	Fireblade Aviation, Denel	Date of entry

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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) Limited	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	AugustaWestland Model: AW139 Serial Number:31418	Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1046 PCE-KB1080	Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	of this order
18	CHC Helicopters (Barbados) Limited	Lessor: Leonardo Helicopter (7) 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	Manufacturer: AugustaWestland Model: AW139 Serial Number:31458	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers:PCE-KB1195PCE-KB1218	Snake Island Integrated Free Zone, Snake Island, Apapa, Lagos, Nigeria	Date of entry of this order

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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
		21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203				
19	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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	Date of entry of this order
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 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	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	Date of entry of this order
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	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number:2899	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13297 13296	En route to manufacturer.	Date of entry of this order

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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 1 296 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				
23	CHC Leasing (Ireland) Limited	Lessor: Milestone Aviation Holding Group No. 1 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	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2393	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 238 3086	Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland	Date of entry of this order

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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: + 353 1 477 3385				
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	Date of entry of this order
25	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
26	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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:	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	Date of entry of this order

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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
		Wilmington Trust SP Services (Dublin) Limited Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385				
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 Ireland Fax: + 353 1 477 3385	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760622	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 21021 42233	Agar - 4740 Agar Drive, Richmond, V7B 1A3 Canada	Date of entry of this order
29	Heliworld Leasing Limited	Lessor:Milestone Aviation Holding Group No. 8 Limited	Manufacturer: Airbus Helicopters (formerly Eurocopter)	Manufacturer: Turbomeca Model: Makila 1A2	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Date of entry of this order

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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
		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	Model: AS332L2 Serial Number: 2601	Serial Numbers: 3096 3178		
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 Vincent Nelson 103, Avenue de Champs Elysees	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	Date of entry of this order

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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
		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	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
32	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 Vincent Nelson 103, Avenue de Champs Elysees	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2708	Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1055 1162	Estrada Velha de Arraial do Cabo - S/N° – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000	Date of entry of this order

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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
		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				
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	Date of entry of this order
34	Heliworld Leasing Limited	Lessor: Parilease S.A.S.	Manufacturer: Airbus Helicopters (formerly Eurocopter)	Manufacturer: Turbomeca Model: Makila 2A1	Lot 32 Karasek Way Karratha Airport WA Australia	Date of entry of this order

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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
		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	Model: EC225 Serial Number: 2768	Serial numbers: 13079 13072		
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	Date of entry of this order

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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	Date of entry of this order
37	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
38	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:	Manufacturer: AugustaWestland Model: AW139 Serial Number: 31141	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB0371 PCE-KB0364	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Date of entry of this order

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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
		Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT84111 Fax: +1 801 781 2775				
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	Date of entry of this order
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	Date of entry of this order
41	CHC	Lessor:	Manufacturer:	Manufacturer:	CHC Scotia Ltd, CHC Hangar,	Date of entry

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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	of this order
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	Date of entry of this order
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	Manufacturer: Sikorsky Model: S76C++ Serial Numbers: 760765	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42130 42086	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Date of entry of this order

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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
		Joshua Eyre 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA 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	Date of entry of this order

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Schedule 2[3]
to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment Leases and Subleases

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
2	2393	Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations International ULC	Date of entry of this order
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	2398	Sublease	CHC Helicopters (Barbados) Limited	CHC Global Operations International ULC	Date of entry of this order
5	2467	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order
6	2474	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
7	2477	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order

[3] 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
8	2504	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order
9	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
10	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
11	2592	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
12	2594	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
13	2601	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
14	2613	Sublease	CHC Helicopters (Barbados) Limited	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
15	2617	Sublease	CHC Helicopters (Barbados) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
16	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
17	2708	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
18	2708	Sub-Sublease	Capital Aviation Services BV	BIIS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Date of entry of this order
19	2722	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
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	Date of entry of this order
21	2768	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Date of entry of this order
22	2768	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Date of entry of this order
23	2775	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Date of entry of this order
24	2775	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Date of entry of this order
25	2899	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	Date of entry of this order
26	2899	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de	Date of entry of this order

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
				Janeiro, Brazil	
27	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
28	6802	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters Netherlands BV Luchthavenweg 18, 1786 PP, Den Helder, the Netherlands	Date of entry of this order
29	31070	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
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	Date of entry of this order
31	31141	Sub-Sublease	CHC Helicopters (Mauritius) Limited c/o CIM Corporate Services Ltd., Cascades Building, 33 Edith Cavell Street, Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Date of entry of this order
32	31414	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Date of entry of this order
33	31414	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Date of entry of this order
34	31418	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Date of entry of this order
35	31418	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois	CHC Global Operations Canada (2008) ULC	Date of entry of this order

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
			St., Port Louis, Mauritius		
36	31458	Sublease	CHC Helicopters (Barbados) Limited	Heliworld Leasing Limited	Date of entry of this order
37	31458	Sub-Sublease	Heliworld Leasing Limited	Atlantic Aviation Ltd. 12 Oyinkan Abayomi Drive, Ikoi Lagos, Nigeria	Date of entry of this order
38	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
39	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
40	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
41	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
42	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
43	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
44	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
45	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
46	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
47	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
48	41005	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
49	41210	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
50	760546	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
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	Date of entry of this order
52	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
53	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
54	760622	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
55	760651	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
56	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
57	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
58	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
59	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
60	760734	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
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	Date of entry of this order
62	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
63	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
64	760764	Sublease	Heli-One Leasing ULC	CHC Global Operations International ULC	Date of entry of this order
65	760765	Sublease	Heli-One Leasing ULC	Heliworld Leasing Limited	Date of entry of this order
66	760765	Sub-Sublease	Heliworld Leasing Limited	CHC Global Operations Canada (2008) ULC	Date of entry of this order

This is Exhibit "M" 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
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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.

Barbara J. Houser

Signed June 30, 2016

United States Bankruptcy Judge

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

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

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

Upon the motion dated May 27, 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 on Schedule 1 to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof,

[1] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in 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. 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) 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 the objections to the Motion filed by certain Lessors 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 as and to the extent set forth herein.

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 attached to this Order is authorized and approved as of the later of (i) the date set forth next to each item of Excess Equipment on Schedule 1 attached to this Order or (ii) the date of entry of this Order (such later date, the "**Effective Date**") and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment. The Debtors shall make available to the applicable Lessors or their designees all Excess Equipment consistent with this order on and after the Effective Date.

3. The Debtors shall, upon the Effective Date, or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors or their designees all records and documents relating to such Lessors' Excess Equipment that are in the Debtors' possession or control (whether hard copy or in electronic form). If such Excess Equipment is Replacement Equipment, the Debtors shall make available to the applicable Lessors or their designees all records and documents that are in the Debtors' possession or control relating to such Replacement Equipment. If such records and documentation are in the possession of the Debtors' non-debtor affiliates, the Debtors shall cause their non-debtor affiliates to make available such records and documentation to the applicable Lessors or their designees. If such records and documentation are in the possession of third parties, the Debtors shall use their commercially reasonable efforts to cause such third parties to make available such records and documentation to the applicable Lessors or their designees, provided that such applicable Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such third-party records and documentation requests. From and after the Effective Date, the Debtors shall respond reasonably promptly to reasonable inquiries from the applicable Lessors regarding such records and documents related to such Lessors' Excess Equipment.

4. Upon written request from an affected Lessor, the Debtors shall cause, and shall procure that their non-debtor affiliates cause, the execution of, or provision of, information required for (y) a lease termination document or other documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction, or any registry, in connection with such Excess Equipment and (z) the customs status with available historical records and a copy of such import customs clearance, if applicable, provided that the affected Lessor shall be solely

responsible for all reasonable out-of-pocket costs associated with (a) such documentation and (b) the filing, if applicable, thereof with such relevant aviation authority or register.

5. 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, or other authority's register, provided that the affected Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such request or transfer.

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) 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, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the

Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess Equipment. Unless otherwise agreed by the Debtors and a Lessor, each Lessor shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring such Lessor's Excess Equipment (and for other attendant risks) after the Outside Pick-Up Date (such costs, "**Subsequent Costs**"), and such Lessor shall not be entitled to assert an administrative expense claim for such Subsequent Costs. If the Lessor does not remove the Excess Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, 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. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

8. Both (a) without limiting (i) obligations, if any, to return a full helicopter, including, without limitation, the airframe, engines and other parts and equipment (and component parts of any of the foregoing) under any rejected Lease for Excess Equipment, (ii) claims, if any, arising from the failure to return all such items, and (iii) claims, if any, arising from the failure to return all such items in one location and/or assembled, which, in the case of each of (i) through (iii), are subject to the reservation of rights contained in Paragraphs 19 and 20 hereof, and (b) without affecting the Effective Date for any rejected Lease (as provided herein), the helicopter to be made available with respect to each rejected Lease will include, at a minimum, two engines, and all gearboxes, blades, rotors and rotor assemblies appropriate for the model of such helicopter, with all such items being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)) and, to the extent requested, providing a bill of sale for such to the Lessor, in each case, in accordance with the procedures set forth herein with respect to Replacement Equipment or Substitute Equipment; provided that, in certain circumstances, some of the Excess Equipment associated with a rejected Lease may be made available at a location other than such locations set forth in Schedule 1 for such Excess Equipment, in which case the Lessors (and other interested parties associated with such Excess Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on and after the Effective Date of such rejection of such location and the equipment located at such other location. If any of the Excess Equipment was non-

serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority), subject, however, to the reservation of rights provisions below regarding the assertion of administrative expense claims and general unsecured claims for damages and maintenance condition status. During the period commencing on the date of this Order and ending at the time the Lessor or its designee takes possession of the Excess Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove or use any of the Excess Equipment (including any part or component thereof) except as expressly permitted by paragraphs 10 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

9. Subject to ordered paragraphs 10 through 15, 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 shall, 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 liens granted to or for the benefit of, or otherwise arising by or through, the Lessor

(or the Lessor's lenders and finance parties under related aircraft financings)) 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 cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), 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 granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings).

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also with the same secured party) 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 this Order, the Debtors may, in the Debtors' sole discretion, make the Original Equipment (to the extent such Original Equipment is in the Debtors' possession) available to an affected Lessor at the location where such Original Equipment is situated, whether or not such Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment (having the same value and utility to the otherwise required Replacement Equipment) available to the affected Lessor at the location where the Affected Equipment is situated by installing such Substitute Equipment on the Affected Equipment, 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. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One

(Norway AS) Support By The Hour Agreement Standard Exchange Agreements between Heli-One and Turbomeca (the "**Standard Exchange Agreements**"), which was not otherwise transferred back to the Debtors pursuant to the terms of the Standard Exchange Agreements, shall not be transferred by the Debtors to any Lessor. For the avoidance of doubt, any such Original Equipment referenced in the prior sentence is not in the Debtors' possession or control and is not included on Schedule 1 attached to this Order. To the extent that Turbomeca provided Replacement Equipment to the Debtors that is on a helicopter being returned to any of the Lessors and the Debtors received clean title to the Replacement Equipment pursuant to the Standard Exchange Agreements, then title of the equipment of the Lessors provided to Turbomeca in exchange for the Replacement Equipment (the "**Exchange Equipment**") was free and clear of all liens, claims and encumbrances of any of the Lessors (or any of the Lessors' lenders and finance parties under related aircraft financings) at the time of such transfer.

16. The Debtors shall provide to the Committee, by and through its advisors, and to counsel to the informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, with a bi-weekly report of all transfers of, and liens on, Original Equipment, Replacement Equipment or Substitute Equipment made pursuant to this Order.

17. 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 and comply with the provisions of this Order.

18. 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.

19. The entry of this Order is without prejudice to the ability of a Lessor or any other party in interest whose Excess Equipment is the subject of a lease that is rejected by the Motion and this Order to assert and file claims, if any, including a request for payment of an administrative expense claim (if any), for damages or other compensation arising under or in connection with the applicable Leases and/or section 503 of the Bankruptcy Code, including any failures, if any, by the Debtors to comply with any terms and conditions contained in the Leases, provided that this Order is without prejudice to the Debtors' or any other party in interest's defenses, offsets and objections to such claims and their asserted priority. Nothing set forth herein shall be deemed to determine the scope of the Debtors' return obligations with respect to the Excess Equipment and that this Order (including, without limitation, the Effective Dates set forth on Schedule 1 and Schedule 2) is without prejudice to the rights, if any, of (i) any Lessor or party in interest in these transactions to assert a claim for damages for failure to comply or delay by the Debtors to satisfy all return provisions with respect to any portion of the Excess Equipment or for improper or inadequate record keeping with respect to the records or documents, under the applicable Lease, security agreement or other operative documents or under the Bankruptcy Code, including entitlement to rent, supplemental rent, debt service or damages, or an administrative expense claim with respect to rent, supplemental rent, debt service or damages, if any, or a claim for other contractual payments, including any indemnities, fees and expenses of the trustee, if any, stipulated loss value, termination value or payments under a tax indemnity agreement, if any and in all instances other than for Subsequent Costs, or (ii) the Debtors or any other party to object to any such claims or their asserted priority; provided,

however, that to the extent there are Agreed Arrangements, with respect to specific matters delineated therein, unless otherwise agreed to by the parties to such Agreed Arrangements, after consultation with the UCC, the applicable Lessor shall not have any claim (whether prepetition or administrative) for damages relating to the Debtors' compliance with such Agreed Arrangements in lieu of the requirements for the applicable Lease or security agreement (but all other claims and priority rights (and defenses thereto) are fully preserved); provided, further, that if the Debtors and any Lessor have agreed to extend the Effective Date for related Excess Equipment beyond the Effective Date specified in the Motion, the Debtors shall not be subject to, and such Lessor shall not assert, any additional administrative expense claims as a result of such extension but all other bases for administrative claims (including, without limitation, any failure by the Debtors to return the Excess Equipment by the extended Effective Date) (as well as all rights to object thereto) are fully preserved and reserved. For the avoidance of doubt, each of Sparebank 1 SR-Finans AS and Sparebanken Finans Nord-Norge AS reserves their rights against the Debtors and third-party non-Debtors with respect to any claims, determination of validity and liability related to any residual value insurance policies related to the Excess Equipment. Nothing in this order will impair or alter any right or entitlement of The Milestone Aviation Group Limited, any Lessor, or any other party in interest to recover insurance proceeds with respect to the Excess Equipment. Era Leasing Inc. ("Era") believes that there may be reserves or deposits held at Turbomeca that may not be property of the Debtors' estates and instead are property of Era upon rejection of the Era lease. The parties are working diligently to determine the status of such reserves or deposits. To the extent it is determined that such reserves or deposits are not property of the Debtors' estates and are instead property of Era, the Debtors will

promptly direct Turbomeca to transfer such reserves or deposits to Era by executing standard reserve transfer authorizations with Turbomeca for the benefit of Era.

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

21. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to any and all of the Debtors' estates to allow the parties to effectuate the provisions of this Order and to transfer, move and dispose of the rejected Excess Equipment and to exercise available rights of setoff, application and recoupment, if any, including without limitation with respect to available funds held on deposit or trust or otherwise that relate to any such Excess Equipment or applicable Lease (and any related financings), without further order of the Court, in accordance with applicable non-bankruptcy law and with respect to any such setoff, application and recoupment, solely to the extent such setoff, application and recoupment is permitted by, and in compliance with, the Bankruptcy Code (other than section 362 thereof).

22. 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.

23. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

Jasmine Ball (*pro hac vice*)
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-and-

Gary T. Holtzer (*pro hac vice)*
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kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2 to Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases

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BNP Paribas S.A.	8, 22-33
Bolt Steward Cable Limited	36, 37
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The Milestone Aviation Asset Holding Group No. 25 Ltd	6, 7, 35
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Vedder Price	5
Wachtell, Lipton, Rosen & Katz	20
Waypoint Asset Co 6 Limited	20
Waypoint Leasing	20

Wells Fargo Bank Northwest NA	20
White & Case, LLP	14
Wilmington Trust Company	6, 7, 20, 35
Wilmington Trust SP Services (Dublin) Limited	6, 7, 35

Notice Parties: Schedule 2	**Row(s):**
BHS - Brazilian Helicopter Services Taxi Aereo SA	13, 17, 20, 30, 41
CHC Helicopters Canada Inc.	23, 24
CHC Helikopter Service AS	11, 14, 15, 32, 33, 35, 55, 56
CHC Scotia Limited	10, 18, 34, 55
Thai Aviation Services Limited	22

Schedule 1
to Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases

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	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
2	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	Heliworld Leasing Limited	Lessor: HFSI One Limited	Manufacturer: Airbus Helicopters	Hangar C - Broome Heliport, Gus	Manufacturer: Turbomeca	June 27, 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
		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. 2501 N. Harwood, Suite 1800	Model: EC225 Serial Number: 2910	Winckel Road, Broome WA 6725 Australia	Model: Makila 2A1 Serial Nos.: 13167 13069	

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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, 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 France (F): +44 20 7245 0681				

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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
		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 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500	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 27, 2016

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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): (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 The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly				

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
		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 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com	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 27, 2016

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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
		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				
8	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin	Manufacturer: Airbus Helicopters Model:	Aeroporto Internacional de Carrasco (MVD), HANGAR 62,	Manufacturer: Turbomeca Model: Makila 2A1	June 27, 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
		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 1221 Avenue of the Americas New York, NY 10020	EC225 Serial Number: 2740	Ruta 101 km 19, 950, Ciudad de la Costa 14000, Uruguay	Serial Nos.: 1154 13285	

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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): (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 (F): +33 1 4316 8184 Societe Generale				

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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
		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				
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:	CHC Helikopter Service AS, Postboks 74, 5869 Bergen Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A Serial Nos.: 1181	June 27, 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
			2691		1150	
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 Email: mblacker@jw.com Insurer: QBE Insurance (Europe) Limited Portfolio Manager, Asset Protection Plantation Place, 30 Fenchurch Street London, EC3M 3BD United Kingdom	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 27, 2016

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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): 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 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: 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

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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 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				

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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				

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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
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 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	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 27, 2016

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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
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 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	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 27, 2016

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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 E-mail: 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 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				

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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 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 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)	Lessor: Lobo Leasing SPV A Limited	Manufacturer: Sikorsky	Heli-One Canada, 4300 80th	Manufacturer: Turbomeca	June 27, 2016

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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: 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: 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	Model: S76C+ Serial Number: 760561	Street, Delta, BC, V4K 3N3 Canada	Model: Arriel 2S1 Serial Nos.: 20715TEC 20599TEC	

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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: sunwanawat@tasl.co.th				
15	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
16	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
17	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
18	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
19	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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 (T): 214.651.5000 (F): 214.651.5940 Email: robert.albergotti@haynesboone.com	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 27, 2016

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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: 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 Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com				

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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
		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	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
22	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2715	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13119 13241	June 27, 2016

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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 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 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399				

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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: 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 (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB				

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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
		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 Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2721	Incident A/C	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13032 1127	June 27, 2016

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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: 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 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com				

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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
		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 (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				

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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				
24	CHC Helicopters (Barbados) SRL	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:	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2745	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13109 1038	June 27, 2016

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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
		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 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				

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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 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				

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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				
25	CHC Helicopters (Barbados) SRL	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: 2747	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13016 1078	June 27, 2016

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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 Allen & Overy LLP				

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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: 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				

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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				
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	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 27, 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
		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 Allen & Overy LLP 1221 Avenue of the Americas				

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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 Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 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:				

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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
		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				
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	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 27, 2016

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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 New York, NY 10020				

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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): (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 (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)				

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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				
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	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 27, 2016

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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: 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 New York, NY 10020 (T): (212) 610-6300				

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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) Eric Chartier				

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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
		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				
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	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 27, 2016

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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 (F): (212) 610-6399				

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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: 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) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123				

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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				
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	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 27, 2016

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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 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com				

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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 Paris, La Courneuve Cedex France				

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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): +33 149 344 527 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 Kenneth E. Noble, Esq.	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 27, 2016

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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				

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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 Paris, La Courneuve Cedex France (F): +33 149 344 527				

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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				
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 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP	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 27, 2016

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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
		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 Lender:				

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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 Email: eric.chartier@eurocopter.com				

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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				
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. 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: 2851	Aeroporto Internacional Presidente Nicolau Lobato, Comoro Road, Dili, Timor-Leste East Timor	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13227 13225	June 27, 2016

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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 Lender: HSBC France				

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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
		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 Email: eric.chartier@eurocopter.com				

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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				
34	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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	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 27, 2016

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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 (F): 353 1 612 5550				

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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 One State Street Plaza, 8th Floor	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 27, 2016

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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 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				

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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 27, 2016

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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 27, 2016
39	CHC	Lessor:	Manufacturer:	Heritage Hangar	Manufacturer:	June 27,

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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
	Helicopter Australia Pty. Ltd.	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	Airbus Helicopters Model: AS332L1 Serial Number: 2319	– 7630 Montreal Street, Delta, BC V4K 0A7 Canada	Turbomeca Model: Makila 1A1 Serial Nos.: 144 2533	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: Morgan Stanley Bank International Limited Nicole Shoaf	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 27, 2016

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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
		25 Cabot Square, Canary Waraf London, E14 4QA England Email: loansagency@morganstanley.com (F): 44 207 056 5471				

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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 27, 2016
2	2319	Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
6	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
7	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
8	2910	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
9	2910	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 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 27, 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
11	2911	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 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 27, 2016
15	2716	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 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 27, 2016
19	2773	Sublease	CHC Leasing (Ireland) Limited	Capital Aviation Services BV	June 27, 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 27, 2016
21	760561	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	June 27, 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 27, 2016
23	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
24	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
25	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
26	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
27	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
28	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
29	920119	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	June 27, 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 27, 2016
31	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
32	2715	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
33	2721	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
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 27, 2016
35	2747	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
36	2779	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
37	2779	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
38	2794	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
39	2794	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
40	2798	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
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 27, 2016
42	2801	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 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 27, 2016
44	2822	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 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 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
46	2827	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
47	2827	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
48	2848	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
49	2848	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
50	2851	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
51	2851	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
52	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
53	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
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 27, 2016
55	2692	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
56	2907	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016

This is Exhibit "N" 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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CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Barbara J. Houser

Signed October 20, 2016

United States Bankruptcy Judge

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

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

THIRD 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 on Schedule 1

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

to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof, 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 May 5, 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. 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) 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 the objections to the Motion filed by certain Lessors 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 as and to the extent set forth herein.

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 attached to this Order is authorized and approved as of the later of (i) the date set forth next to each item of Excess Equipment on Schedule 1 attached to this Order or (ii) the date of entry of this Order (such later date, the "**Effective Date**") and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment. The Debtors shall make available to the

applicable Lessors or their designees all Excess Equipment consistent with this order on and after the Effective Date.

3. The Debtors shall, upon the Effective Date, or as soon as reasonably practicable after the Effective Date, make available to the applicable Lessors or their designees all records and documents relating to such Lessors' Excess Equipment that are in the Debtors' possession or control (whether hard copy or in electronic form). If such Excess Equipment is Replacement Equipment, the Debtors shall make available to the applicable Lessors or their designees all records and documents that are in the Debtors' possession or control relating to such Replacement Equipment. If such records and documentation are in the possession of the Debtors' non-debtor affiliates, the Debtors shall cause their non-debtor affiliates to make available such records and documentation to the applicable Lessors or their designees. If such records and documentation are in the possession of third parties, the Debtors shall use their commercially reasonable efforts to cause such third parties to make available such records and documentation to the applicable Lessors or their designees, provided that such applicable Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such third-party records and documentation requests. From and after the Effective Date, the Debtors shall respond reasonably promptly to reasonable inquiries from the applicable Lessors regarding such records and documents related to such Lessors' Excess Equipment.

4. Upon written request from an affected Lessor, the Debtors shall cause, and shall procure that their non-debtor affiliates cause, the execution of, or provision of, information required for (y) a lease termination document or other documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction, or any registry, in connection with such Excess Equipment and (z) the customs status with available historical records and a copy of such

import customs clearance, if applicable, provided that the affected Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with (a) such documentation and (b) the filing, if applicable, thereof with such relevant aviation authority or register.

5. 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, or other authority's register, provided that the affected Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such request or transfer.

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) 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, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in

accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess Equipment. Unless otherwise agreed by the Debtors and a Lessor, each Lessor shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring such Lessor's Excess Equipment (and for other attendant risks) after the Outside Pick-Up Date (such costs, "**Subsequent Costs**"), and such Lessor shall not be entitled to assert an administrative expense claim for such Subsequent Costs. If the Lessor does not remove the Excess Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, 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. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

8. Both (a) without limiting (i) obligations, if any, to return a full helicopter, including, without limitation, the airframe, engines and other parts and equipment (and component parts of any of the foregoing) under any rejected Lease for Excess Equipment, (ii) claims, if any, arising from the failure to return all such items, and (iii) claims, if any, arising from the failure to return all such items in one location and/or assembled, which, in the case of each of (i) through (iii), are subject to the reservation of rights contained in Paragraphs 19 and 20 hereof, and (b) without affecting the Effective Date for any rejected Lease (as provided herein), the helicopter to be made available with respect to each rejected Lease will include, at a minimum, two engines, and all gearboxes, blades, rotors and rotor assemblies appropriate for the model of such helicopter, with all such items being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)) and, to the extent requested, providing a bill of sale for such to the Lessor, in each case, in accordance with the procedures set forth herein with respect to Replacement Equipment or Substitute Equipment; provided that, in certain circumstances, some of the Excess Equipment associated with a rejected Lease may be made available at a location other than such locations set forth in Schedule 1 for such Excess Equipment, in which case the Lessors (and other interested parties associated with such Excess Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on and after the Effective Date of such rejection of such location and

the equipment located at such other location. If any of the Excess Equipment was non-serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority), subject, however, to the reservation of rights provisions below regarding the assertion of administrative expense claims and general unsecured claims for damages and maintenance condition status. During the period commencing on the date of this Order and ending at the time the Lessor or its designee takes possession of the Excess Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove or use any of the Excess Equipment (including any part or component thereof) except as expressly permitted by paragraphs 10 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

9. Subject to ordered paragraphs 10 through 15, 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 shall, 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 liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance

parties under related aircraft financings)) 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 cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), 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 granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings).

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also with the same secured party) 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 this Order, the Debtors may, in the Debtors' sole discretion, make the Original Equipment (to the extent such Original Equipment is in the Debtors' possession) available to an affected Lessor at the location where such Original Equipment is situated, whether or not such Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment (having the same value and utility to the otherwise required Replacement Equipment) available to the affected Lessor at the location where the Affected Equipment is situated by installing such Substitute Equipment on the Affected Equipment, 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. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One (Norway AS) Support By The Hour Agreement Standard Exchange Agreements between Heli-One and

Turbomeca (the "**Standard Exchange Agreements**"), which was not otherwise transferred back to the Debtors pursuant to the terms of the Standard Exchange Agreements, shall not be transferred by the Debtors to any Lessor. For the avoidance of doubt, any such Original Equipment referenced in the prior sentence is not in the Debtors' possession or control and is not included on Schedule 1 attached to this Order. To the extent that Turbomeca provided Replacement Equipment to the Debtors that is on a helicopter being returned to any of the Lessors and the Debtors received clean title to the Replacement Equipment pursuant to the Standard Exchange Agreements, then title of the equipment of the Lessors provided to Turbomeca in exchange for the Replacement Equipment (the "**Exchange Equipment**") was free and clear of all liens, claims and encumbrances of any of the Lessors (or any of the Lessors' lenders and finance parties under related aircraft financings) at the time of such transfer.

16. The Debtors shall provide to the Committee, by and through its advisors, and to counsel to the informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, with a bi-weekly report of all transfers of, and liens on, Original Equipment, Replacement Equipment or Substitute Equipment made pursuant to this Order.

17. 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 and comply with the provisions of this Order.

18. 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.

19. The entry of this Order is without prejudice to the ability of a Lessor or any other party in interest whose Excess Equipment is the subject of a lease that is rejected by the Motion and this Order to assert and file claims, if any, including a request for payment of an administrative expense claim (if any), for damages or other compensation arising under or in connection with the applicable Leases and/or section 503 of the Bankruptcy Code, including any failures, if any, by the Debtors to comply with any terms and conditions contained in the Leases, provided that this Order is without prejudice to the Debtors' or any other party in interest's defenses, offsets and objections to such claims and their asserted priority. Nothing set forth herein shall be deemed to determine the scope of the Debtors' return obligations with respect to the Excess Equipment and that this Order (including, without limitation, the Effective Dates set forth on Schedule 1 and Schedule 2) is without prejudice to the rights, if any, of (i) any Lessor or party in interest in these transactions to assert a claim for damages for failure to comply or delay by the Debtors to satisfy all return provisions with respect to any portion of the Excess Equipment or for improper or inadequate record keeping with respect to the records or documents, under the applicable Lease, security agreement or other operative documents or under the Bankruptcy Code, including entitlement to rent, supplemental rent, debt service or damages, or an administrative expense claim with respect to rent, supplemental rent, debt service or damages, if any, or a claim for other contractual payments, including any indemnities, fees and expenses of the trustee, if any, stipulated loss value, termination value or payments under a tax indemnity agreement, if any and in all instances other than for Subsequent Costs, or (ii) the Debtors or any other party to object to any such claims or their asserted priority; provided,

however, that to the extent there are Agreed Arrangements, with respect to specific matters delineated therein, unless otherwise agreed to by the parties to such Agreed Arrangements, after consultation with the UCC, the applicable Lessor shall not have any claim (whether prepetition or administrative) for damages relating to the Debtors' compliance with such Agreed Arrangements in lieu of the requirements for the applicable Lease or security agreement (but all other claims and priority rights (and defenses thereto) are fully preserved); provided, further, that if the Debtors and any Lessor have agreed to extend the Effective Date for related Excess Equipment beyond the Effective Date specified in the Motion, the Debtors shall not be subject to, and such Lessor shall not assert, any additional administrative expense claims as a result of such extension but all other bases for administrative claims (including, without limitation, any failure by the Debtors to return the Excess Equipment by the extended Effective Date) (as well as all rights to object thereto) are fully preserved and reserved. Nothing in this order will impair or alter any right or entitlement of The Milestone Aviation Group Limited, any Lessor, or any other party in interest to recover insurance proceeds with respect to the Excess Equipment.

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

21. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to any and all of the Debtors' estates to allow the parties to effectuate the provisions of this Order and to transfer, move and dispose of the rejected Excess Equipment and to exercise available rights of setoff, application and recoupment, if any, including without limitation with respect to available funds held on deposit or trust or otherwise

that relate to any such Excess Equipment or applicable Lease (and any related financings), without further order of the Court, in accordance with applicable non-bankruptcy law and with respect to any such setoff, application and recoupment, solely to the extent such setoff, application and recoupment is permitted by, and in compliance with, the Bankruptcy Code (other than section 362 thereof).

22. 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.

23. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2 to Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases

Notice Parties: Schedule 1	Row(s)
Export Development Canada	1-5
Lombard North Central Plc	1-5
The Royal Bank of Scotland Plc	1-5

Notice Parties: Schedule 2	Row(s):
CHC Scotia Limited	1, 3

Schedule 1 to Third Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases

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) 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 (formerly Eurocopter) Model: AS332L2 Serial Number: 2395	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3103 1162	Heli-One Poland Panattoni Park Rzeszów Jasionka 950C 36-002 Jasionka Poland	October 18, 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
		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				
2	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2	Manufacturer: Turbomeca Model: Makila 1A2	Heli-One Poland Panattoni Park Rzeszów Jasionka 950C 36-002 Jasionka Poland	October 18, 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
		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	Serial Number: 2567	Serial Numbers: 409 217		
3	Heli-One	Lessor:	Manufacturer:	Manufacturer:	H1 Hangar -	October

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
	Leasing ULC	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,	Sikorsky Model: S76C++ Serial Number:760687	Turbomeca Model: Arriel 2S2 Serial Numbers: 42169 42048	4300 - 80th Street, Delta, V4K 3N3 Canada	18, 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
		Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				
4	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	October 18, 2016
5	Heli-One	Lessor:	Manufacturer:	Manufacturer:	Hangar 3 - Unit	October

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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
	Leasing ULC	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,	Sikorsky Model: S76C++ Serial Number:760743	Turbomeca Model: Arriel 2S2 Serial Numbers: 42083 21041	3, 4340 King Street, Delta, V4K 0A5 Canada	18, 2016

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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
		Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				

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Schedule 2[3]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	2395	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	October 18, 2016
2	2567	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
3	2567	Sub-Sublease	CHC Leasing (Ireland)	CHC Scotia Limited North Denes Airfield,	October 18, 2016

[3] 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
			Limited	Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	
4	760687	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
5	760687	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016
6	760711	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
7	760711	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016
8	760743	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
9	760743	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016

This is Exhibit "O" 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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Proposed 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–_____ ( )**
Debtors.	:	**(Joint Administration Requested)**

[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.



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

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. Concurrently with the filing of this declaration (the "**Declaration**") on the date hereof (the "**Petition Date**"), the Debtors have filed 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 "**Rejection Motion**").

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

Preliminary Statement

5. CHC is 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 MRO 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.

6. 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.

7. 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.

8. 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.

9. I have assisted CHC in formulating a revised business plan to address the high cost/weakened revenue environment including its surplus fleet. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

Dated: May 5, 2016
Dallas, Texas

/s/ Michael B. Cox
Michael B. Cox

This is Exhibit "P" 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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Proposed 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.

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

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. Concurrently with the filing of this declaration (the "**Declaration**"), the Debtors have filed 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 "**Second Omnibus Rejection Motion**").

3. Any capitalized term not defined herein shall have the meaning ascribed to that term in the Second Omnibus Rejection 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.

Preliminary Statement

5. CHC is 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 MRO 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.

6. 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.

7. 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.

8. 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 of the Petition Date.

9. I have assisted CHC in formulating a revised business plan to address the high cost/weakened revenue environment including its surplus fleet. 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.

10. In accordance with this analysis, 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, on the Petition Date, the Debtors filed 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* [Docket No. 20] (the "**First Omnibus Rejection Motion**") seeking to reject 44 aircraft. Pursuant to the Second Omnibus Rejection Motion, the Debtors are seeking to reject an additional 40 aircraft.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 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 40 helicopters are being returned as part of this motion and 44 helicopters are being returned pursuant to the First Omnibus Rejection Motion. Additional helicopters may to be surrendered and returned in the medium term as CHC continues to review its fleet needs.

19. 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.

20. 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.

21. 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.

22. 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.

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

Dated: May 27, 2016
Dallas, 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 "Q" 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 #0871 Date Filed: 09/16/2016

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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)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING CHC GLOBAL OPERATIONS 2008 (ULC) TO REJECT A CONFERENCE CONTRACT PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

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 TUESDAY OCTOBER 11, 2016, WHICH IS AT LEAST 24 DAYS FROM THE DATE OF SERVICE HEREOF.

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 TUESDAY OCTOBER 11, 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 TUESDAY OCTOBER 18, 2016 AT 9:00 A.M. (CT) IN COURTROOM #2,

1631854160916000000000003

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:

Relief Requested

1. 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 Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors request entry of an order authorizing CHC Global Operations (2008) ULC ("**GO 2008**") to reject a contract with a hotel and conference center in Vancouver, Canada for a conference the Debtors had originally planned to hold at the venue in the spring of 2017 (the "**Westin Contract**"), as more fully described on **Exhibit C** annexed hereto, including any amendments or modifications thereto (and the counterparty thereto, the "**Contract Counterparty**"), effective as of the date of entry of the Court's order authorizing such rejection.

2. A proposed form of order approving the relief requested herein is annexed hereto as **Exhibit B** (the "**Proposed Order**").

Jurisdiction and Venue

3. 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.

[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**.

Background

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

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 Local Rule 1015-1.

The Debtors' Businesses

6. 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, which services CHC's helicopter fleet as well as third-party customers. CHC manages its domestic and overseas businesses from Irving, Texas and its sales force from an office in Houston, Texas. CHC maintains one of its primary engine overhaul facilities in Fort Collins, Colorado. Only certain entities within CHC – primarily the issuers or guarantors of the Debtors' funded debt – are Debtors in these proceedings. CHC's other entities, including certain operating entities, are not debtors in these cases and are continuing to conduct their businesses in the ordinary course.

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], filed on the Petition Date.

The Westin Contract

8. In connection with the commencement of their chapter 11 cases, the Debtors have formulated a revised business plan to reduce their cost structure in light of the weakened revenue environment in the helicopter flight services and repair industry. As an ongoing component of that plan and of the chapter 11 process, the Debtors have identified cost savings to be achieved not only through a significant reduction in their fleet and restructuring of their balance sheet, but also a re-examination of their existing contracts to identify executory contracts that are no longer required. As detailed on **Exhibit C**, this motion (the "**Motion**") seeks the rejection of the Westin Contract. Debtor GO 2008 has determined that the Westin Contract is no longer required, and continued payment and performance under the agreement is not in the best interest of its estate and would be unduly burdensome on the GO 2008 estate. The requested relief will allow for immediate rejection of the Westin Contract and eliminate an unnecessary obligation of GO 2008.

Basis for Relief

A. The Debtors are Exercising Sound Business Judgement in Rejecting the Westin Contract

9. 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").

10. The standard applied to determine whether the rejection of an executory contract or unexpired lease should be authorized is the "business judgment" standard. *See NLRB v. Bildisco & Bildisco,* 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Richmond Leasing Co. v. Capital Bank, N.A. (In re Richmond Leasing Co.)*, 762 F.2d 1303, 1309 (5th Cir.1985) ("It is well established that the question [of] whether a lease should be rejected . . . is one of business judgment."); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 422 (Bankr. N.D. Tex. 2009) ("The general rule is that the decision to reject a given contract should be left to the trustee's (or debtor in possession's) sound business judgment.").

11. 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 *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994)); *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).

12. 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.*, 549 B.R. 725, 729 (Bankr. E.D. Mo. 2016).

13. The Debtors, in their sound business judgment, have determined that the Westin Contract is no longer necessary for, or beneficial to, GO 2008's business and creates unnecessary and burdensome expenses for Debtor GO 2008's estate.

14. As part of their ongoing efforts to reduce costs, the Debtors have identified the Westin Contract as an agreement that no longer fits into the Debtors' business plan and, accordingly, will no longer be utilized by the Debtors and has no utility or value to GO 2008 or the other Debtors. GO 2008 entered into the Westin Contract in a different economic climate than the one facing the Debtors' industry today; however, today, the Westin Contract is no longer necessary to the Debtors' operations. The Debtors have changed their plans for the conference originally scheduled at the Westin in Vancouver. Consequently, the Westin Contract provides no benefit to the Debtors, and is nothing more than a potential cash drain on GO 2008's business.

Reservation of Rights

15. Nothing contained in this Motion or any actions taken by the Debtors pursuant to relief granted is intended or should be construed as: (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.

Rule 6004(h) Waiver

16. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). The Debtors, seeking to minimize administrative expenses and preserve the value of GO 2008's estate, are moving to eliminate unneeded and burdensome obligations. Accordingly, the Debtors request that to the extent it may be applicable, the Court waive the fourteen-day stay contemplated by Bankruptcy Rules 6004 to allow GO 2008 to quickly reject the Westin Contract.

Notice

17. 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., 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; (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. The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

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

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: September 16, 2016
Dallas, Texas

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

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Email: kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

EXHIBIT A

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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 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 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

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

"**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 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 Sewell 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

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

-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
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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

Rejected Westin Contract

Rejected Westin Contract

Contract Counterparty	Description of Contract	Debtor Entity
The Westin Bayshore, Vancouver ATTN: Robert Brosseau 1601 Bayshore Drive Vancouver, BC, V6G 2V4 Fax: (604) 691-6959 Email: robert.brosseau@westin.com	Agreement between SCG Aquarius Vancouver Hotel, Inc., as general partner of SWA Vancouver LP. d/b/a The Westin Bayshore, Vancouver and CHC Global Operations (2008) Inc. printed October 21, 2015 (Quote #: 500-23LF49H)	CHC Global Operations (2008) ULC

Exhibit C

Rejected Westin Contract

Rejected Westin Contract

Contract Counterparty	Description of Contract	Debtor Entity
The Westin Bayshore, Vancouver ATTN: Robert Brosseau 1601 Bayshore Drive Vancouver, BC, V6G 2V4 Fax: (604) 691-6959 Email: robert.brosseau@westin.com	Agreement between SCG Aquarius Vancouver Hotel, Inc., as general partner of SWA Vancouver LP. d/b/a The Westin Bayshore, Vancouver and CHC Global Operations (2008) Inc. printed October 21, 2015 (Quote #: 500-23LF49H)	CHC Global Operations (2008) ULC

This is Exhibit "R" 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 #0971 Date Filed: 10/14/2016

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 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 Sewell 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

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

-and-

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

Attorneys for Debtors and Debtors in Possession

This is Exhibit "S" 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
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(604) 631-4218

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Stephen D. Lerner (*pro hac vice* pending)
Squire Patton Boggs (US) LLP
221 East Fourth Street, Suite 2900
Cincinnati, OH 45202
Telephone: 513-361-1200
Facsimile: 513-361-1201
stephen.lerner@squirepb.com

-and-

Travis A. McRoberts (TX 24088040)
Squire Patton Boggs (US) LLP
2000 McKinney Avenue, Suite 1700
Dallas, TX 75201
Telephone: 214-758-1500
Facsimile: 214-758-1550
travis.mcroberts@squirepb.com

Counsel for 0921528 BC Ltd.

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 APPEARANCE AND REQUEST FOR SERVICE OF PAPERS

PLEASE TAKE NOTICE that Squire Patton Boggs (US) LLP ("**Squire**") hereby enters its appearance pursuant to section 1109(b) of chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 9010(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), on behalf of 0921528 BC Ltd. ("**BC**"), a party in interest in the above-referenced jointly administered bankruptcy cases. Squire hereby requests, pursuant to Bankruptcy Rules 2002, 3017, and 9007, and sections 342 and 1109(b) of the Bankruptcy Code, that copies of all notices and pleadings given or filed in these cases be given and served upon and that the mailing matrix in these cases include

1631854161103000000000002

the following persons at the addresses, facsimile numbers, and/or electronic mail addresses set forth below:

Stephen D. Lerner (*pro hac vice* pending)
Squire Patton Boggs (US) LLP
221 East Fourth Street, Suite 2900
Cincinnati, OH 45202
Telephone: 513-361-1200
Facsimile: 513-361-1201
stephen.lerner@squirepb.com

Travis A. McRoberts (TX 24088040)
Squire Patton Boggs (US) LLP
2000 McKinney Avenue, Suite 1700
Dallas, TX 75201
Telephone: 214-758-1500
Facsimile: 214-758-1550
Travis.mcroberts@squirepb.com

PLEASE TAKE FURTHER NOTICE that, pursuant to section 1109(b) of the Bankruptcy Code, the foregoing demand includes not only the notices and papers referred to in the Bankruptcy Rules specified above but also includes, without limitation, any notice, application, complaint, demand, motion, petition, pleading or request, whether formal or informal, written or oral, and whether transmitted or conveyed by mail, delivery, electronically, telephone, telegraph, telex or otherwise filed or made with regard to the referenced cases and proceedings therein.

PLEASE TAKE FURTHER NOTICE, that neither this notice of appearance nor any subsequent appearance, pleading, claim or suit is intended or shall be deemed to waive BC's (i) right to have final orders in non-core matters entered only after de novo review by a higher court; (ii) right to trial by jury in any proceeding so triable herein or in any case, controversy or proceeding related hereto; (iii) right to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal; or (iv) other rights, claims, actions, defenses, setoffs, or recoupments to which BC is or may be entitled under agreements in law, or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments expressly are reserved. Unless and until BC expressly states otherwise, BC does not consent to the jurisdiction or authority of the Bankruptcy Court with respect to the litigation of any non-core matter or any core matter constituting a *Stern* claim.

Dated: November 3, 2016
Dallas, Texas

SQUIRE PATTON BOGGS (US) LLP

/s/ Travis A. McRoberts

Travis A. McRoberts (TX 24088040)
2000 McKinney Avenue, Suite 1700
Dallas, TX 75201
Telephone: 214-758-1500
Facsimile: 214-758-1550
travis.mcroberts@squirepb.com

-and-

Stephen D. Lerner (*pro hac vice* pending)
221 East Fourth Street, Suite 2900
Cincinnati, OH 45202
Telephone: 513-361-1200
Facsimile: 513-361-1201
stephen.lerner@squirepb.com

Counsel for 0921528 BC Ltd.

This is Exhibit "T" 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

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re:

CHC GROUP LTD. et al., § Case No.: 16-31854(BJH)

Debtor(s) §

APPLICATION FOR ADMISSION *PRO HAC VICE*

1. Name: Lerner, Stephen D.
   Last *First* *MI*
2. Firm Name: Squire Patton Boggs (US) LLP
3. Address: 221 East Fourth Street, Suite 2900
   Cincinnati, OH 45202
4. Phone: 513-361-1200 FAX: 513-361-1201
   Email: stephen.lerner@squirepb.com
5. Name used to sign ***all*** pleadings: Stephen D. Lerner
6. Retained by: 0921528 BC Ltd.
7. Admitted on 6/2/86 (NY); 4/23/91 (OH) and presently a member in good standing of the bar of the highest court of the state of New York and Ohio and issued the bar license number of 2067841 (NY); 0051284 (OH).
8. Admitted to practice before the following courts:

Court:	*Admission Date:*
Please see the attached Schedule 1.	

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9. Are you presently a member in good standing of the bars of the courts listed above?

☒ Yes ☐ No

If "No," please list all courts which you are no longer admitted to practice:

10. Have you ever been subject to a grievance proceeding or involuntary removal proceeding while a member of the bar of any state or federal court?

☐ Yes ☒ No

If "Yes," please provide details:

11. Other than minor traffic offenses, have you ever been charged, arrested, or convicted of a criminal offense or offenses?

☐ Yes ☒ No

If "Yes," please provide details:

12. Please list all cases in the United States Bankruptcy Court, Northern District of Texas in which you have filed for *pro hac vice* in the past three years:

Date of Application	*Case No. and Style*
12/22/2015	Energy & Exploration Partners, Inc., 15-44931

13. Local counsel of record: Travis A. McRoberts

14. Local counsel's address: Squire Patton Boggs (US) LLP, 2000 McKinney Avenue, Suite 1700, Dallas, TX 75201

Continued.

I respectfully request to be admitted to practice in the United States Bankruptcy Court for the Northern District of Texas for this cause only.

I certify that I have read *Dondi Properties Corp. V Commerce Savs. & Loan Ass'n*, 121 F.D.R. 284 (N.D. Tex. 1988) (en banc), and the local civil and bankruptcy rules of this court and will comply with the standards of practice adopted in *Dondi* and with the local civil and bankruptcy rules.

☐ I am an ECF filer. I also certify that I have served a true and correct copy of this document upon each attorney of record and filed the application via ECF with the payment of $25.00

☒ I am not an ECF filer. I also certify that I have served a true and correct copy of this document upon each attorney of record and the original upon the US Bankruptcy Court accompanied with the $25.00 filing fee on 11/03/16 via ECF .

Stephen D. Lerner
Printed Name of Applicant

11/03/2016
Date

/s/ Stephen D. Lerner
Signature of Applicant

Schedule 1

8. Admitted to practice before the following courts:

Court:	*Admission Date:*
United States Supreme Court	01/13/2014
U.S. Court of Appeals for the Sixth Circuit	04/18/1994
U.S. District Court, Southern District of Ohio	06/24/1991
U.S. District Court, Eastern District of New York	07/01/1986
U.S. District Court, Southern District of New York	07/01/1986

This is Exhibit "U" 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
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Gary T. Holtzer (*pro hac vice*)
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WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

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 REVISED FORECAST

PLEASE TAKE NOTICE that CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), have filed the **Revised Forecast (as of October 21, 2016) and Variance Report** attached hereto as **Exhibit A** with the United States Bankruptcy Court for the Northern District of Texas, Earle Cabel Federal Building, 1100 Commerce Street, Dallas, Texas 75242.

[*Signature Page Follows*]

Dated: October 31, 2016
Dallas, Texas

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

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

-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT A

Revised Forecast (as of October 21, 2016) and Variance Report

CHC Current Forecast
as of October 21, 2016

($ in 000s)	1 Forecast 10/21/2016	2 Forecast 10/28/2016	3 Forecast 11/4/2016	4 Forecast 11/11/2016	5 Forecast 11/18/2016	6 Forecast 11/25/2016	7 Forecast 12/2/2016	8 Forecast 12/9/2016	9 Forecast 12/16/2016	10 Forecast 12/23/2016	11 Forecast 12/30/2016	12 Forecast 1/6/2017	13 Forecast 1/13/2017	14 Forecast 1/20/2017
Beginning Cash	**$ 275,110**	**$ 279,574**	**$ 286,868**	**$ 271,778**	**$ 285,504**	**$ 267,128**	**$ 256,269**	**$ 239,944**	**$ 237,606**	**$ 224,558**	**$ 197,826**	**$ 203,690**	**$ 188,386**	**$ 195,494**
Operating Receipts	$ 24,278	$ 27,264	$ 10,689	$ 33,126	$ 13,948	$ 20,280	$ 4,161	$ 22,973	$ 10,953	$ 13,160	$ 22,010	$ 3,731	$ 23,009	$ 5,065
Other Receipts	957	1,909	437	591	456	1,309	2,481	389	642	753	1,306	347	647	1,739
Total Cash Receipts	**$ 25,235**	**$ 29,173**	**$ 11,127**	**$ 33,717**	**$ 14,404**	**$ 21,588**	**$ 6,642**	**$ 23,362**	**$ 11,595**	**$ 13,913**	**$ 23,317**	**$ 4,078**	**$ 23,656**	**$ 6,804**
Disbursements														
Payroll	$ 3,447	$ 8,040	$ 2,049	$ 6,096	$ 16,180	$ 6,041	$ 7,382	$ 7,947	$ 4,984	$ 8,406	$ 3,112	$ 3,948	$ 4,294	$ 17,030
Benefits	522	876	213	335	506	904	1	306	330	497	560	306	226	614
Pension	280	1,354	130	38	270	3,323	130	38	130	1,494	-	168	-	308
Aircraft Leases - Current	1,854	2,295	10,261	349	383	3,358	4,052	1,223	2,034	2,927	1,825	1,191	329	2,369
Aircraft Leases - Catch-Up	-	1,110	-	-	-	1,273	352	2,877	4,366	10,292	341	597	876	1,305
Aircraft Related Transactions	-	-	-	-	2,930	-	488	-	-	-	488	-	-	-
OEM	3,598	5,561	4,786	5,096	4,607	4,791	4,607	4,800	4,607	4,607	4,607	4,511	4,511	4,511
Debt Payments	-	-	200	-	-	-	200	-	-	-	-	200	-	-
FX / Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight & Customs	2,787	59	56	56	116	2,644	525	54	124	2,627	545	64	144	2,646
Taxes	(602)	(4,697)	(590)	(513)	108	1,862	(689)	(550)	824	159	(497)	(541)	(641)	(409)
Professional Fees	4,747	2,118	2,789	4,752	4,000	3,823	3,000	4,752	3,564	2,712	3,723	4,592	2,279	2,000
Insurance	241	-	2,946	(59)	241	(457)	(146)	580	241	-	-	-	1,000	241
Fuel	665	910	848	968	673	893	556	816	821	781	531	528	923	858
Training	737	866	243	324	473	693	389	391	398	537	243	430	365	322
Information Technology	321	321	344	344	344	344	310	310	310	310	310	310	301	301
Travel	444	709	673	441	441	506	563	669	498	443	374	891	460	524
Airport Fees	585	751	436	750	580	510	436	486	514	466	392	886	436	652
Building & PPE	575	391	408	348	214	755	383	331	197	750	104	530	210	751
Other Expenses	570	1,216	427	666	711	1,184	427	672	702	3,637	794	772	837	537
Total Disbursements	**$ 20,771**	**$ 21,879**	**$ 26,218**	**$ 19,991**	**$ 32,779**	**$ 32,447**	**$ 22,967**	**$ 25,700**	**$ 24,644**	**$ 40,645**	**$ 17,453**	**$ 19,382**	**$ 16,549**	**$ 34,559**
Net Cash Flow	4,464	7,295	(15,091)	13,726	(18,375)	(10,859)	(16,325)	(2,338)	(13,049)	(26,732)	5,864	(15,304)	7,108	(27,755)
Ending Cash - Operating	$ 279,574	$ 286,868	$ 271,778	$ 285,504	$ 267,128	$ 256,269	$ 239,944	$ 237,606	$ 224,558	$ 197,826	$ 203,690	$ 188,386	$ 195,494	$ 167,739

CHC Current Forecast
as of October 21, 2016

($ in 000s)	15 Forecast 1/27/2017	16 Forecast 2/3/2017	17 Forecast 2/10/2017	18 Forecast 2/17/2017	19 Forecast 2/24/2017	20 Forecast 3/3/2017	20 Week Total
Beginning Cash	**$ 167,739**	**$ 167,149**	**$ 151,103**	**$ 159,771**	**$ 147,296**	**$ 135,243**	**$ 275,110**
Operating Receipts	$ 23,839	$ 4,260	$ 24,340	$ 8,083	$ 12,748	$ 16,616	$ 324,535
Other Receipts	788	6,291	2,456	1,429	921	5,442	31,290
Total Cash Receipts	**$ 24,627**	**$ 10,551**	**$ 26,796**	**$ 9,512**	**$ 13,668**	**$ 22,058**	**$ 355,825**
Disbursements							
Payroll	$ 8,268	$ 3,606	$ 2,245	$ 11,090	$ 5,001	$ 7,582	$ 136,748
Benefits	552	317	254	588	550	306	8,765
Pension	1,316	168	-	308	3,285	168	12,909
Aircraft Leases - Current	2,498	10,561	349	383	3,945	4,818	57,006
Aircraft Leases - Catch-Up	284	1,659	1,159	-	-	-	26,491
Aircraft Related Transactions	-	488	-	-	-	5,093	9,488
OEM	3,911	3,612	3,612	3,612	3,612	3,612	87,172
Debt Payments	-	200	-	-	-	200	1,000
FX / Fees	-	-	-	-	-	-	-
Freight & Customs	556	52	121	143	2,552	525	16,396
Taxes	1,529	(552)	(232)	645	118	(473)	(5,742)
Professional Fees	1,938	2,785	4,592	1,000	1,898	2,785	63,849
Insurance	-	-	2,946	241	-	-	8,016
Fuel	803	884	564	859	1,084	849	15,811
Training	992	280	285	456	406	299	9,130
Information Technology	301	312	312	312	312	312	6,341
Travel	605	633	458	458	603	493	10,885
Airport Fees	332	436	686	602	617	436	10,987
Building & PPE	210	517	206	454	586	501	8,421
Other Expenses	1,122	636	571	836	1,149	636	18,104
Total Disbursements	**$ 25,217**	**$ 26,597**	**$ 18,128**	**$ 21,987**	**$ 25,721**	**$ 28,143**	**$ 501,776**
Net Cash Flow	(590)	(16,046)	8,668	(12,475)	(12,052)	(6,084)	(145,951)
Ending Cash - Operating	$ 167,149	$ 151,103	$ 159,771	$ 147,296	$ 135,243	$ 129,159	$ 129,159

Current vs. Prior Forecast

($ in 000s)	1 Forecast 10/21/2016	2 Forecast 10/28/2016	3 Forecast 11/4/2016	4 Forecast 11/11/2016	5 Forecast 11/18/2016	6 Forecast 11/25/2016	7 Forecast 12/2/2016	8 Forecast 12/9/2016	9 Forecast 12/16/2016	10 Forecast 12/23/2016	11 Forecast 12/30/2016	12 Forecast 1/6/2017	13 Forecast 1/13/2017	14 Forecast 1/20/2017
Beginning Cash	**$ (17,167)**	**$ (1,263)**	**$ 3,432**	**$ 3,580**	**$ 7,642**	**$ 13,506**	**$ 14,997**	**$ 14,005**	**$ 26,602**	**$ 8,790**	**$ (755)**	**$ (1,601)**	**$ (1,566)**	**$ (4,622)**
Operating Receipts	$ 18,004	$ 684	$ 545	$ 3,111	$ 7,336	$ (7,326)	$ 1	$ 15,463	$ (11,866)	$ (22)	$ 86	$ 1	$ (709)	$ (1,085)
Other Receipts	(2,984)	1,289	(4,723)	(13)	1	(14)	(338)	(85)	23	(168)	(902)	(247)	(231)	(718)
Total Cash Receipts	**$ 15,020**	**$ 1,972**	**$ (4,178)**	**$ 3,098**	**$ 7,337**	**$ (7,339)**	**$ (337)**	**$ 15,378**	**$ (11,843)**	**$ (190)**	**$ (816)**	**$ (246)**	**$ (940)**	**$ (1,804)**
Disbursements														
Payroll	$ 285	$ 420	$ 512	$ (684)	$ (1,015)	$ 36	$ (176)	$ (180)	$ (314)	$ (16)	$ 1,062	$ (27)	$ (456)	$ (614)
Benefits	(2)	(0)	-	0	(2)	(1)	-	-	(2)	(0)	(0)	-	(0)	(2)
Pension	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aircraft Leases - Current	706	(230)	(477)	-	-	-	-	-	-	444	(444)	-	-	(0)
Aircraft Leases - Catch-Up	-	1,243	352	2,287	4,366	9,019	(11)	(1,690)	(3,489)	(8,987)	(57)	1,062	283	(1,305)
Aircraft Related Transactions	-	-	2,930	-	(2,930)	-	-	-	-	-	-	-	-	-
OEM	466	(560)	(510)	(820)	(332)	(516)	(721)	(914)	(721)	(721)	(721)	(750)	(750)	(750)
Debt Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FX / Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight & Customs	(111)	(0)	500	(0)	(0)	(0)	-	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Taxes	1,387	(37)	81	122	(559)	(168)	254	2	122	(73)	131	(4)	(192)	2
Professional Fees	(1,747)	2,000	938	-	(1,000)	-	-	-	(1,564)	-	-	-	-	-
Insurance	-	(114)	-	59	-	460	-	-	-	-	-	-	(1,000)	-
Fuel	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	-	(0)	(0)	(0)
Training	(0)	(0)	-	-	(0)	(0)	-	-	(0)	(0)	-	-	-	(0)
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	(0)	(0)	(0)	(0)	(0)	(0)	-	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Airport Fees	(0)	(0)	-	-	(0)	(0)	-	-	-	(0)	(0)	-	-	(0)
Building & PPE	(100)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	-	(0)	(0)	(0)
Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	**$ 884**	**$ 2,723**	**$ 4,326**	**$ 964**	**$ (1,472)**	**$ 8,830**	**$ (654)**	**$ (2,782)**	**$ (5,969)**	**$ (9,355)**	**$ (30)**	**$ 281**	**$ (2,115)**	**$ (2,669)**
Net Cash Flow	**15,904**	**4,695**	**148**	**4,062**	**5,864**	**1,490**	**(991)**	**12,597**	**(17,812)**	**(9,545)**	**(846)**	**35**	**(3,055)**	**(4,473)**
Ending Cash - Operating	**$ (1,263)**	**$ 3,432**	**$ 3,580**	**$ 7,642**	**$ 13,506**	**$ 14,997**	**$ 14,005**	**$ 26,602**	**$ 8,790**	**$ (755)**	**$ (1,601)**	**$ (1,566)**	**$ (4,622)**	**$ (9,094)**

****Incremental EC225 Impact on revenues, maintenance, insurance and crew costs are incorporated into regional submissions and included in the relevant cash flow items above.*

****Additional items not included in the regional submission were subsequently incorporated into the forecast above, including $3M of PBH contract buyouts and the cash impact of the current ABL lender deal.*

Current vs. Prior Forecast

($ in 000s)	15 Forecast 1/27/2017	16 Forecast 2/3/2017	17 Forecast 2/10/2017	18 Forecast 2/17/2017	19 Forecast 2/24/2017	20 Forecast 3/3/2017	20 Week Total	Notes
Beginning Cash	**$ (9,094)**	**$ (8,602)**	**$ (5,846)**	**$ (10,051)**	**$ (10,271)**	**$ (9,308)**	**$ (17,167)**	
Operating Receipts	$ 122	$ 1	$ (1,634)	$ 1,985	$ 36	$ 86	$ 24,817	Catch-up in collections from prior weeks from WNS, APAC, and ENS ($16M) plus expected increase in revenue from ENS from recovery of type rating ($5M) and additional L's going back in service to replace EC225 ($3M)
Other Receipts	(454)	1,010	1,168	19	322	(606)	(7,651)	Reduction in expected Heli-One PBH revenue for remainder of FY17
Total Cash Receipts	**$ (332)**	**$ 1,011**	**$ (466)**	**$ 2,004**	**$ 358**	**$ (520)**	**$ 17,166**	
Disbursements								
Payroll	$ 1,928	$ 357	$ (132)	$ (2,076)	$ 631	$ 383	$ (76)	
Benefits	(0)	-	(0)	(2)	(1)	-	(11)	
Pension	-	-	-	-	-	-	-	
Aircraft Leases - Current	24	(2)	-	-	(3)	56	75	
Aircraft Leases - Catch-Up	(284)	(1,659)	(1,159)	-	-	-	(30)	
Aircraft Related Transactions	-	-	-	-	-	(488)	(488)	Reflects latest understanding of negotiated terms
OEM	(750)	(24)	(24)	(24)	(24)	(445)	(9,612)	Catch-up on overdue invoices, inventory restocking and increase in expected activity
Debt Payments	-	-	-	-	-	-	-	
FX / Fees	-	-	-	-	-	-	-	
Freight & Customs	(0)	(0)	(0)	(0)	(0)	-	389	Canadian GST paid in the week ended 10/7
Taxes	(92)	127	2	(123)	2	37	1,020	Expected Norwegian VAT refund higher than previously forecasted
Professional Fees	-	-	-	-	-	-	(1,373)	Timing
Insurance	-	2,946	(2,426)	-	-	-	(75)	
Fuel	(0)	(0)	(0)	(0)	(0)	(0)	(0)	
Training	(0)	-	-	(0)	(0)	-	(0)	
Information Technology	-	-	-	-	-	-	-	
Travel	(0)	(0)	(0)	(0)	(0)	-	(0)	
Airport Fees	(0)	-	-	(0)	(0)	-	(1)	
Building & PPE	(0)	(0)	(0)	(0)	(0)	(0)	(102)	
Other Expenses	-	-	-	-	-	-	-	
Total Disbursements	**$ 825**	**$ 1,745**	**$ (3,740)**	**$ (2,224)**	**$ 605**	**$ (457)**	**$ (10,285)**	
Net Cash Flow	**493**	**2,756**	**(4,206)**	**(220)**	**963**	**(978)**	**6,881**	
Ending Cash - Operating	**$ (8,602)**	**$ (5,846)**	**$ (10,051)**	**$ (10,271)**	**$ (9,308)**	**$ (10,286)**	**$ (10,286)**	

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