Date Filed: 12/9/2016

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

DEC 09 2016

ENTERED

No. S-169079
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

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

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

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

ORDER MADE AFTER APPLICATION

(RECOGNITION OF U.S. BANKRUPTCY COURT ORDERS)

BEFORE THE HONOURABLE	)	FRIDAY, THE 9TH DAY
JUSTICE MASUHARA	)	OF DECEMBER, 2016.
	)	

UPON THE APPLICATION of CHC Group Ltd., in its capacity as the foreign representative (the "**Foreign Representative**") of CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Global Operations (2008) ULC, Heli-One Leasing ULC, and Heli-One Canada ULC (together, the "**Canadian Debtors**") and the other companies listed on **Schedule "A"** hereto (together with the Canadian Debtors, the "**Debtors**"), pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), coming on for hearing at Vancouver, British Columbia, on the 9th day of December, 2016, and on hearing Peter Bychawski, counsel for the Foreign Representative, and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including Affidavits #1 and #2 of the Debtors' Chief Restructuring Officer, Robert A. Del Genio, and Affidavits #1 and #3 of Hoa Ung, each filed; AND UPON HEARING the submissions of counsel for the Foreign Representative, and counsel for those other parties listed on **Schedule "B"**;

1631854161209000000000007

THIS COURT ORDERS AND DECLARES that:

INITIAL RECOGNITION ORDER

1. Any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Order (Foreign Main Proceeding) dated October 13, 2016 (the "**Initial Recognition Order**") and the Supplemental Order (Foreign Main Proceeding) ("**Supplemental Recognition Order**") dated October 13, 2016.

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

RECOGNITION OF FOREIGN ORDERS

3. The following orders of the U.S. Bankruptcy Court, made in the Foreign Proceeding, are hereby recognized and given full force and effect in all provinces and territories of Canada, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada:

   (a) **Ninth Interim Cash Management Order**, attached as **Schedule "C"**;

   (b) **Ninth Interim Cash Collateral Order**, attached as **Schedule "D"**;

   (c) **Order Authorizing the Debtors to Enter into and Perform under an Interim Restructuring Term Sheet with Lombard North Central PLC and Export Development Canada**, attached as Schedule **"E"**;

   (d) **Orders Granting Debtors' Omnibus Motions to Reject Certain Equipment Leases and Subleases**, attached as Schedule **"F"**, **"G"** and **"H"**, respectively; and

   (e) **Order Authorizing CHC Global Operations (2008) ULC to Reject a Conference Contract**, attached as Schedule **"I"**.

GENERAL

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Debtors and the Foreign

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

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

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

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

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

Signature of Peter Bychawski
Lawyers for the petitioner, CHC Group Ltd.

Abrahamson J.
BY THE COURT

REGISTRAR

CHECKED

SCHEDULE "A"

LIST OF COMPANIES

CHC Group Ltd.
6922767 Holding SARL
Capital Aviation Services B.V.
CHC Cayman ABL Borrower Ltd.
CHC Cayman ABL Holdings Ltd.
CHC Cayman Investments I Ltd.
CHC Den Helder B.V.
CHC Global Operations (2008) ULC
CHC Global Operations Canada (2008) ULC
CHC Global Operations International ULC
CHC Helicopter (1) S.á.r.l.
CHC Helicopter (2) S.á.r.l.
CHC Helicopter (3) S.á.r.l.
CHC Helicopter (4) S.á.r.l.
CHC Helicopter (5) S.á.r.l.
CHC Helicopter Australia Pty Ltd
CHC Helicopter Holding S.á.r.l.
CHC Helicopter S.A.
CHC Helicopters (Barbados) Limited
CHC Helicopters (Barbados) SRL
CHC Holding (UK) Limited
CHC Holding NL B.V.
CHC Hoofddorp B.V.
CHC Leasing (Ireland) Limited
CHC Netherlands B.V.
CHC Norway Acquisition Co AS
Heli-One (Netherlands) B.V.
Heli-One (Norway) AS
Heli-One (U.S.) Inc.
Heli-One (UK) Limited
Heli-One Canada ULC
Heli-One Holdings (UK) Limited
Heli-One Leasing (Norway) AS
Heli-One Leasing ULC
Heli-One USA Inc.
Heliworld Leasing Limited
Integra Leasing AS
Lloyd Bass Strait Helicopters Pty. Ltd.
Lloyd Helicopter Services Limited
Lloyd Helicopter Services Pty. Ltd.
Lloyd Helicopters International Pty. Ltd.
Lloyd Helicopters Pty. Ltd.
Management Aviation Limited

SCHEDULE "B"

List of Counsel

Name	Client
Peter Bychawski Claire Hildebrand (Articled Student)	CHC Group Ltd.
Howard A. Gorman, Q.C.	HSBC Bank PLC
Jessica L. Lewis	Official Unsecured Creditors' Committee
Mathew Nied	Ad Hoc Noteholder Group

SCHEDULE "C"

Ninth Interim Cash Management Order

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 December 5, 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)**

NINTH INTERIM ORDER AUTHORIZING DEBTORS TO (I)(A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (D) HONOR CERTAIN PREPETITION OBLIGATIONS RELATING TO THE USE OF THE CASH MANAGEMENT SYSTEM, AND (II) GRANTING EXTENSION OF TIME TO COMPLY WITH, AND PARTIAL WAIVER OF, REQUIREMENTS OF SECTION345(b) OF THE BANKRUPTCY CODE PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), AND 503(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004

Upon the Motion, dated May 5, 2016 (the "**Motion**"),[1] of CHC Group Ltd.

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

and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 105(a), 363(c), 345(b), 364(a), and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") for (i) authorization to (a) continue their existing cash management system (the "**Cash Management System**"), (b) continue certain Intercompany Transactions (as defined below), including Intercompany Netting (as defined below), and afford Intercompany Transactions with Debtor entities administrative expense priority, (c) maintain existing bank accounts (collectively, the "**Bank Accounts**") located at various banks (collectively, the "**Banks**") and existing business forms, and (d) honor certain prepetition obligations relating to the use of the Cash Management System; and (ii) an extension of time to comply with, and waiver of, the requirements of section 345(b) of the Bankruptcy Code, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis), and (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit

Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) the Banks; (x) American Express; and (xi) Berkeley Payment Solutions; and it appearing that no other or further notice need be provided; and a first interim order granting the requested relief having been entered by the Court on May 7, 2016 (Docket No. 59) (the "**First Interim Order**"); and a second interim order granting the requested relief having been entered by the Court on June 9, 2016 (Docket No. 288) (the "**Second Interim Order**"); and a third interim order granting the requested relief having been entered by the Court on July 8, 2016 (Docket No. 569) (the "**Third Interim Order**"); and a fourth interim order granting the requested relief having been entered by the Court on August 9, 2016 (Docket No. 733) (the "**Fourth Interim Order**"); and a fifth interim order granting the requested relief having been entered by the Court on September 2, 2016 (Docket No. 832) (the "**Fifth Interim Order**"); and a sixth interim order granting the requested relief having been entered by the Court on September 23, 2016 (Docket No. 903) (the "**Sixth Interim Order**"); and a seventh interim order granting the requested relief having been entered by the Court on October 21, 2016 (Docket No. 1044) (the "**Seventh Interim Order**"); and an eighth interim order granting the requested relief having been entered by the Court on November 7, 2016 (Docket No. 1144) (the "**Eighth Interim Order**"); and the Debtors having obtained bonds in favor of the U.S. Trustee with respect to their Bank Accounts at Bank of America, N.A. and HSBC Bank Canada in order to satisfy the requirements of section 345(b)

of the Bankruptcy Code; and a hearing having been held to consider a ninth interim order granting the relief requested in the Motion (the "**Hearing**"); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief*, filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted on an interim basis as set forth herein.

2. The Debtors are authorized and empowered, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation, Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System).

3. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

4. All Intercompany Claims against a Debtor by another Debtor or non-debtor affiliate arising after the Petition Date as a result of Intercompany Transactions and

transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

5. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**,[1] hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and counsel to the Official Committee of Unsecured Creditors); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse ("**ACH**") payments, electronic funds transfer ("**EFT**") payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts.

6. Except as otherwise provided in this Order, all Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

7. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee made prior to or on the Petition Date (including any ACH payments or EFT payments such Bank is or becomes obligated to settle), or

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

any instruments issued by any of the Banks on behalf of any Debtor, shall be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

8. Unless otherwise ordered by this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The Banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored.

9. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

10. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

11. Pursuant to section 364(a) of the Bankruptcy Code, the Debtors are authorized in connection with the ordinary course of their Cash Management System to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing.

12. The bonds obtained by the Debtors to cover their accounts held with Bank of America, N.A. and HSBC Bank Canada are hereby deemed sufficient, and the Debtors are in compliance with section 345(b) of the Bankruptcy Code with respect to those accounts.

13. The requirements of section 345(b) of the Bankruptcy Code are hereby waived with respect to all Bank Accounts not held at Bank of America, N.A. or HSBC Bank Canada.

14. The Debtors are authorized to use their existing Business Forms and are not required to obtain new paper check stock reflecting their status as debtors in possession, but shall take reasonable efforts to print or stamp "debtor in possession" and the chapter 11 case number under which these cases are being jointly administered on any paper check stock or checks generated electronically.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. The Committee reserves all rights as to what constitutes Prepetition Collateral or Cash Collateral (as defined in the Cash Collateral Motion). Nothing contained in this Ninth Interim Order or any action taken by the Debtors in implementing this Ninth Interim Order shall be deemed (i) an admission as to the validity of any Intercompany Claim, (ii) an admission as to what constitutes Prepetition Collateral or Cash Collateral (as defined in the Cash Collateral Motion) or (iii) a waiver of the Debtors', the Committee's or any party in interest's right to dispute the amount of, basis for, or validity of any Intercompany Claim.

17. With the exception of the relief provided for in paragraphs 12 and 13 above, which shall be granted on a final basis, the hearing to consider entry of an order granting

the relief requested in the Motion on a final basis shall be held on **December 20, 2016 at 9:00 a.m. (Prevailing Central Time)**; and any objections to entry of such order shall be in writing, filed with the Court, and served upon (i) counsel to the Debtors, (ii) the U.S. Trustee and (iii) proposed counsel to the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York New York 10036, Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.; and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, Attn: Marcus Helt, Esq., in each case so as to be received no later than **4:00 p.m. (Prevailing Central Time) on December 13, 2016**.

18. Nothing contained in this Ninth Interim Order or any action taken by the Debtors in implementing this Ninth Interim Order shall be deemed (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for or validity of any claim of the Banks under applicable nonbankruptcy law, or (iii) a waiver of any claims or causes of action which may exist against any Bank.

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

20. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) have been satisfied.

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

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

SCHEDULE 1

Debtors' Bank Accounts

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
1	6922767 Holding SARL - Zug Branch	Credit Suisse	Checking	USD	4724
2	6922767 Holding SARL - Zug Branch	Credit Suisse	Checking	CHF	4721
3	6922767 Holding SARL	Bank of America, N.A. (London)	Checking	EUR	3043
4	6922767 Holding SARL	Bank of America, N.A. (London)	Checking	USD	3027
5	6922767 Holding SARL	ING Luxembourg SA	Checking	EUR	0000
6	6922767 Holding SARL - Branch 4	Bank of America, N.A. (London)	Checking	USD	3077
7	6922767 Holding SARL - Branch 4	Bank of America, N.A. (London)	Checking	EUR	3069
8	Capital Aviation Services B.V.	Bank of America, N.A. (London)	Checking	EUR	8038
9	CHC Cayman ABL Borrower Ltd	Bank of America, N.A. (London)	Checking	USD	0028
10	CHC Cayman ABL Borrower Ltd	Bank of America, N.A. (London)	Checking	EUR	0010
11	CHC Cayman ABL Holdings Ltd	Bank of America, N.A. (London)	Checking	USD	4011
12	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	AUD	1071
13	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	CAD	1063
14	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	EUR	1055
15	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	GBP	1047
16	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	NOK	1039
17	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	USD	1021
18	CHC Cayman Investments I Ltd	Bank of America, N.A. (London)	Checking	USD	1013
19	CHC Den Helder BV	Bank of America, N.A. (London)	Checking	EUR	4016
20	CHC Global Operations (2008) ULC	HSBC Bank Canada	Checking	CAD	2001
21	CHC Global Operations (2008) ULC	HSBC Bank Canada	Checking	USD	2070
22	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3111
23	CHC Global Operations Canada (2008) ULC	Standard Bank	Checking	USD	1011
24	CHC Global Operations Canada (2008) ULC	Standard Bank	Checking	MZN	1003
25	CHC Global Operations Canada (2008) ULC	HSBC Bank Canada	Checking	CAD	0001
26	CHC Global Operations Canada (2008) ULC	HSBC Bank Canada	Checking	USD	0070
27	CHC Global Operations Canada (2008) ULC	Standard Bank	Checking	TZS	7455
28	CHC Global Operations Canada (2008) ULC	Standard Bank	Checking	NAD	5854
29	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3103
30	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3096

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
31	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3070
32	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3062
33	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3054
34	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	USD	3020
35	CHC Global Operations Canada (2008) ULC	Bank of America, N.A. (London)	Checking	EUR	3012
36	CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch	Societe Generale (Equatorial Guinea)	Checking	XAF	0183
37	CHC Global Operations Canada (2008) ULC - Equatorial Guinea Branch	Societe Generale (Equatorial Guinea)	Checking	XAF	0154
38	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0580
39	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0432
40	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0377
41	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0309
42	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0246
43	CHC Global Operations International ULC	ATF Bank	Restricted Account	KZT	0068
44	CHC Global Operations International ULC	BICI Gabon	Checking	XAF	8605
45	CHC Global Operations International ULC	HSBC Bank Canada	Checking	CAD	9001
46	CHC Global Operations International ULC	HSBC Bank Canada	Checking	USD	9070
47	CHC Global Operations International ULC	Ecobank Benin	Checking	XOF	8801
48	CHC Global Operations International ULC	HSBC Bank Canada	Checking	USD	9072
49	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8103
50	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8096
51	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	EUR	8088
52	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8070
53	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8062
54	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8054

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
55	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	EUR	8046
56	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8020
57	CHC Global Operations International ULC	Bank of America, N.A. (London)	Checking	USD	8012
58	CHC Global Operations International ULC	UniCredit Tiriac ASA	Checking	RON	2000
59	CHC Global Operations International ULC	BMCI (Groupe BNP Paribas)	Checking	MAD	0296
60	CHC Global Operations International ULC – Kazakhstan Branch	ATF Bank	Checking	KZT	3705
61	CHC Global Operations International ULC – Kazakhstan Branch	ATF Bank	Checking	USD	0821
62	CHC Global Operations International ULC – Equatorial Guinea	Bank of America, N.A. (London)	Checking	EUR	8129
63	CHC Global Operations International ULC – Equatorial Guinea	Bank of America, N.A. (London)	Checking	USD	8111
64	CHC Group Ltd.	Bank of America, N.A. (USA)	Checking	USD	0148
65	CHC Group Ltd.	Bank of America, N.A. (London)	Checking	USD	0051
66	CHC Helicopter (1) SARL	ING Luxembourg SA	Checking	EUR	3000
67	CHC Helicopter (2) SARL	ING Luxembourg SA	Checking	EUR	3000
68	CHC Helicopter (3) SARL	ING Luxembourg SA	Checking	EUR	3000
69	CHC Helicopter (4) SARL	ING Luxembourg SA	Checking	EUR	3000
70	CHC Helicopter (5) SARL	ING Luxembourg SA	Checking	EUR	3000
71	CHC Helicopter (Barbados) SRL	RBC	Checking	USD	8922
72	CHC Helicopter (Barbados) SRL	Bank of America, N.A. (London)	Checking	NOK	5066
73	CHC Helicopter (Barbados) SRL	Bank of America, N.A. (London)	Checking	GBP	5058
74	CHC Helicopter (Barbados) SRL	Bank of America, N.A. (London)	Checking	EUR	5040
75	CHC Helicopter (Barbados) SRL	Bank of America, N.A. (London)	Checking	USD	5016
76	CHC Helicopter (Barbados) SRL	RBC	Checking	BBD	1689
77	CHC Helicopters (Australia)	ANZ Banking Group	Checking	USD	2002
78	CHC Helicopter Australia Pty Ltd.	Bank of America, N.A. (London)	Checking	AUD	0038
79	CHC Helicopter Australia Pty Ltd.	Bank of America, N.A. (London)	Checking	USD	0012
80	CHC Helicopter Australia Pty Ltd.	ANZ Banking Group	Restricted Account	USD	0001
81	CHC Helicopter Australia Pty Ltd.	HSBC Bank Australia Ltd.	Checking	AUD	7001
82	CHC Helicopter Australia Pty Ltd.	HSBC Bank Australia Ltd.	Checking	AUD	7002
83	CHC Helicopter Australia Pty Ltd.	HSBC Bank Australia Ltd.	Checking	USD	7159

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
84	CHC Helicopter Holding S.à. r.l	Bank of America, N.A. (London)	Checking	EUR	4058
85	CHC Helicopter Holding S.à. r.l	Bank of America, N.A. (London)	Checking	USD	4016
86	CHC Helicopter Holding S.à. r.l	ING Luxembourg SA	Checking	EUR	0000
87	CHC Helicopter Holding S.à. r.l	JSC CB "RBS (Kazakhstan)"	Checking	USD	9695
88	CHC Helicopter Holding S.à. r.l - Zug Branch	Credit Suisse	Checking	CHF	1000
89	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	CAD	7073
90	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	USD	7023
91	CHC Helicopter S.A.	ING Luxembourg SA	Checking	EUR	0000
92	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	CAD	7148
93	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	NOK	7130
94	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	EUR	7122
95	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	GBP	7114
96	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	USD	7106
97	CHC Helicopter S.A.	Bank of America, N.A. (London)	Checking	EUR	7049
98	CHC Helicopter S.A.	Bank of America, N.A. (USA)	Checking	USD	6258
99	CHC Helicopter S.A. - Branch 1	Bank of America, N.A. (London)	Checking	EUR	7099
100	CHC Helicopter S.A. - Branch 1	Bank of America, N.A. (London)	Checking	USD	7081
101	CHC Helicopter S.A. - Branch 3	Bank of America, N.A. (London)	Checking	USD	7065
102	CHC Helicopter S.A. - Zug Financial Branch	Credit Suisse	Checking	EUR	2002
103	CHC Helicopter S.A. - Zug Financial Branch	Credit Suisse	Checking	CHF	1001
104	CHC Helicopter S.A. - Zug Holding Branch	Credit Suisse	Checking	CHF	1001
105	CHC Helicopters (Barbados) Limited	Bank of America, N.A. (London)	Checking	GBP	5052
106	CHC Helicopters (Barbados) Limited	Bank of America, N.A. (London)	Checking	EUR	5036
107	CHC Helicopters (Barbados) Limited	Bank of America, N.A. (London)	Checking	NOK	5028
108	CHC Helicopters (Barbados) Limited	Bank of America, N.A. (London)	Checking	USD	5010
109	CHC Holding (UK) Limited	Bank of America, N.A. (London)	Checking	EUR	5107
110	CHC Holding (UK) Limited	Bank of America, N.A. (London)	Checking	GBP	5074
111	CHC Holding (UK) Limited	Bank of America, N.A. (London)	Checking	USD	5066
112	CHC HOLDING NL B.V.	Bank of America, N.A. (London)	Checking	USD	4020
113	CHC HOLDING NL B.V.	Bank of America, N.A. (London)	Checking	EUR	4012
114	CHC Hoofddorp B.V.	Bank of America, N.A. (London)	Checking	EUR	9017
115	CHC Hoofddorp B.V.	Bank of America, N.A. (London)	Checking	USD	8039
116	CHC Hoofddorp B.V.	Bank of America, N.A. (London)	Checking	EUR	8021
117	CHC Leasing (Ireland) Limited	Bank of America, N.A. (London)	Checking	NOK	9049
118	CHC Leasing (Ireland) Limited	Bank of America, N.A. (London)	Checking	GBP	9031
119	CHC Leasing (Ireland) Limited	Bank of America, N.A. (London)	Checking	USD	9023
120	CHC Leasing (Ireland) Limited	Bank of America, N.A. (London)	Checking	EUR	9015
121	CHC Leasing (Ireland) Limited	Bank of America, N.A. (London)	Checking	EUR	3011
122	CHC Netherlands B.V.	Bank of America, N.A. (London)	Checking	USD	1032

	Account Owner	Bank	Account Type	Currency	Last 4 Digits of Account Number
123	CHC Netherlands B.V.	Bank of America, N.A. (London)	Checking	EUR	1024
124	CHC Norway Acquisition Co AS	Nordea	Checking	NOK	7321
125	CHC Norway Acquisition Co AS	Nordea	Checking	NOK	8489
126	CHC Norway Acquisition Co AS	Nordea	Checking	USD	4422
127	CHC Norway Acquisition Co AS	Nordea	Checking	EUR	7283
128	CHC Norway Acquisition Co AS	Nordea	Checking	USD	4150
129	CHC Norway Acquisition Co AS	Nordea	Checking	CAD	1233
130	CHC Norway Acquisition Co AS	Nordea	Checking	GBP	1085
131	CHC Norway Acquisition Co AS	Nordea	Checking	NOK	7356
132	CHC Norway Acquisition Co AS	Nordea	Checking	NOK	7348
133	CHC Norway Acquisition Co AS	Nordea	Checking	EUR	7062
134	CHC Norway Acquisition Co AS	Nordea	Checking	USD	2144
135	CHC Norway Acquisition Co AS	Nordea	Checking	GBP	1312
136	CHC Norway Acquisition Co AS	Nordea	Checking	CAD	1044
137	Heli-One (Netherlands) B.V.	Bank of America, N.A. (London)	Checking	EUR	9036
138	Heli-One (Netherlands) B.V.	Bank of America, N.A. (London)	Checking	USD	9010
139	Heli-One (Netherlands) B.V.	Bank of America, N.A. (London)	Checking	EUR	1012
140	Heli-One (Norway) AS	Nordea	Checking	NOK	7372
141	Heli-One (Norway) AS - UK Branch	Bank of America, N.A. (London)	Checking	GBP	0011
142	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	CAD	3088
143	Heli-One Canada ULC	HSBC Bank Canada	Checking	CAD	7001
144	Heli-One Canada ULC	HSBC Bank Canada	Checking	USD	7070
145	Heli-One Canada ULC	HSBC Bank Canada	Checking	CAD	3001
146	Heli-One Canada ULC	HSBC Bank Canada	Checking	USD	3070
147	Heli-One Canada ULC	Societe Generale (USA)	Checking	USD	3599
148	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	DKK	3343
149	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	AUD	3195
150	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	EUR	3179
151	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	USD	3161
152	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	CAD	3153
153	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	NOK	3145
154	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	GBP	3137
155	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	USD	3129
156	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	GBP	3111
157	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	USD	3103
158	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	CAD	3096
159	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	NOK	3046
160	Heli-One Canada ULC	Bank of America, N.A. (London)	Checking	EUR	3038
161	Heli-One Canada ULC	HSBC Bank Canada	Checking	CAD	1001
162	Heli-One Canada ULC	HSBC Bank Canada	Checking	USD	1070
163	Heli-One Canada ULC	HSBC Bank Canada	Restricted Account	USD	7071
164	Heli-One Holdings (UK) Limited	Bank of America, N.A. (London)	Checking	GBP	1033
165	Heli-One Leasing (Norway) AS	Nordea	Checking	NOK	8351

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

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman

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Proposed Attorneys for Debtors and Debtors in Possession

SCHEDULE "D"

Ninth Interim Cash Collateral Order

Docket #1292 Date Filed: 12/06/2016

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 December 5, 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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the First Interim Hearing having been given in the manner set forth in the Motion; and the First Interim Hearing having been held by this Court on May 6, 2016; and the First Interim Order granting on an interim basis the relief sought in the Motion having been entered by the Court on May 7, 2016 [Docket No. 61]; and upon the record made at the second interim hearing held by this Court on June 6, 2016, and the second interim order (the "**Second Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on June 8, 2016 [Docket No. 274]; and upon the record made at the third interim hearing held by this Court on July 7, 2016 and the third interim order (the "**Third Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on July 8, 2016 [Docket No. 570]; and upon the record made at the fourth interim hearing held by this Court on August 4, 2016 and the fourth interim order (the "**Fourth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on August 9, 2016 [Docket No. 734]; and upon the record made at the fifth interim hearing held by this Court on August 30, 2016 and the fifth interim order (the "**Fifth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 2, 2016 [Docket No. 831]; and upon the record made at the sixth interim hearing held by this Court on September 22, 2016 and the sixth interim order (the "**Sixth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on September 23, 2016 [Docket No. 906]; and upon the record made at the seventh interim hearing held by this Court on October 18, 2016 and the seventh interim order (the "**Seventh Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on October 21, 2016 [Docket No. 1045]; and

upon the record made at the eighth interim hearing held by this Court on November 2, 2016 and the eighth interim order (the "**Eighth Interim Order**") granting on a further interim basis the relief sought in the Motion having been entered by the Court on November 7, 2016 [Docket No. 1146]; and upon the record made at the ninth interim hearing held by this Court on November 29, 2016 (the "**Ninth Interim Hearing**") to consider entry of a ninth interim order (the "**Ninth Interim Order**") (a) authorizing the Debtors to use the Prepetition Collateral (as defined below), including Cash Collateral, on the terms and conditions set forth in this Ninth Interim Order and (b) granting adequate protection to the Agents; and upon the Declaration of Robert Del Genio In Support of the Debtors' Chapter 11 Petitions and First Day Relief; and this Court having heard and resolved or overruled all objections to the interim relief requested in the Motion; and it appearing that the interim relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and after due deliberation and consideration and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The Motion is granted on an interim basis as set forth herein. Any objection to the Motion to the extent not withdrawn or resolved is hereby overruled.

2. *Jurisdiction.* This Court has core jurisdiction over the chapter 11 cases commenced on May 5, 2016 (the "**Petition Date**"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Notice of the Motion and the relief requested therein was served on the notice parties set forth therein. Notice of the Ninth Interim Hearing was served on (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) Kramer

Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"), (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020 (the "**Ad Hoc Noteholder Group**"), (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the ABL Facility Administrative Agent, (vi) Holland & Knight LLP, 10 Saint James Avenue, Boston, MA 02116 (Attn: Kenneth E. Noble, Esq.), counsel to ABL Facility Collateral Agent, (vii) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as Senior Secured Notes Indenture Trustee, (viii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (ix) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the Senior Secured Notes Indenture Trustee, (x) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (xi) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xii) the Securities and Exchange Commission, (xiii) the

Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiv) the Internal Revenue Service, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

4. *Prepetition Revolver and Secured Notes Collateral.* The Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee have asserted that the obligations under the Revolving Credit Agreement and the Senior Secured Notes are secured in accordance with the terms of certain local law security documents, pursuant to which the obligors under the Revolving Credit Agreement and the obligors under the Senior Secured Notes granted first priority pari passu liens[2] on certain categories of their respective assets, including, accounts receivables, aircraft and related assets, bank accounts, shares of capital stock, and other real and personal property, in each case located in certain jurisdictions and subject to the parameters set forth in the Revolving Facility Documents and Senior Secured Notes Documents (the "**Prepetition Revolver and Secured Notes Collateral**") in favor of HSBC Corporate Trustee Company (UK) Limited, which was appointed to act as agent and trustee (in such capacity, the "**Revolving and Secured Notes Collateral Agent**") for the benefit of the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties under the terms of that certain Collateral Agent and Administrative Agent Appointment Deed, dated as of October 4, 2010, among the Revolving Facility Administrative Agent, the Senior Secured Notes Indenture Trustee, the grantors party thereto, the lenders and arrangers party thereto, and the Revolving and Secured Notes Collateral Agent.

[2] The *pari passu* liens granted to the Revolving Facility Secured Parties and the Senior Secured Notes Secured Parties are governed by that certain Intercreditor Agreement, dated October 4, 2010, as amended from time to time, between the Revolving Facility Administrative Agent, on behalf of the Revolving Facility Secured Parties, and the Senior Secured Notes Indenture Trustee, on behalf of the Senior Secured Notes, among others (the "**Intercreditor Agreement**").

5. As of the Petition Date, the Revolving Facility Administrative Agent and the Senior Secured Notes Indenture Trustee assert that approximately $328.3 million and $1 billion in aggregate principal amount was outstanding under the Revolving Facility Secured Documents (the "**Revolving Facility Secured Obligations**") and Senior Secured Notes Documents (the "**Senior Secured Notes Obligations**"), respectively.

6. *Prepetition ABL Collateral.* The ABL Facility Administrative Agent and the ABL Facility Collateral Agent (collectively, the "**ABL Agents**") have asserted that pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 12, 2015, by and among Debtor CHC Cayman ABL Holdings Ltd., Debtor CHC Cayman ABL Borrower Ltd. and the ABL Facility Collateral Agent, and certain other security documents, Debtor CHC Cayman ABL Holdings Ltd. and Debtor CHC Cayman ABL Borrower Ltd. have granted security interests in substantially all of their respective assets, including aircraft and related assets, in favor of the ABL Facility Collateral Agent to secure the obligations under the ABL Facility, subject to the exceptions specified in the ABL Facility Documents (the "**Prepetition ABL Collateral**" and, together with the Prepetition Revolver and Secured Notes Collateral, the "**Prepetition Collateral**"). Pursuant to the terms of the ABL Facility, the borrowing base includes, among other things, 75% of the aggregate fleet value of eligible helicopter equipment owned by the borrower, Debtor CHC Cayman ABL Borrower Ltd. As of the Petition Date, the ABL Agent asserts that approximately $139 million in aggregate principal amount was outstanding under the ABL Facility (the "**ABL Facility Secured Obligations**").

7. *The Unencumbered Cash.* As of the Petition Date, the Debtors and non-debtor entities, on a consolidated basis, held approximately $277.2 million of cash in various bank accounts worldwide (the "**Beginning Cash Balance**"). Of this amount, as of the Petition Date,

Debtor CHC Cayman Investments I Ltd. held approximately $142.7 million of unencumbered cash (the "**CHC Cayman Unencumbered Cash**") in an account at Bank of America (London branch) (the "**Bank of America Account**"), which constitutes proceeds of a draw from the Revolving Facility.

8. In addition, certain non-debtor entities that are not obligors under the Revolving Facility, Senior Secured Notes, or ABL Facility held approximately $90.1 million of cash in various jurisdictions (the "**Non-Debtor Unencumbered Cash**" and, together with the CHC Cayman Unencumbered Cash, the "**Unencumbered Cash**"). The Debtors assert that the Non-Debtor Unencumbered Cash also is unencumbered. Accordingly, as of the Petition Date, the Debtors assert that at least $232.8 million of the Beginning Cash Balance constitutes Unencumbered Cash, which is not subject to any prepetition lien or security interest held by the Agents.

9. The Debtors assert that, as of the Petition Date, approximately $30.5 million of cash in the Beginning Cash Balance may be subject to prepetition liens or security interests asserted by the Agents (the "**Asserted Encumbered Cash**"). In addition, approximately $13.8 million of cash is classified as "restricted cash" that is held by Debtor and non-debtor entities (the "**Restricted Cash**"). The Restricted Cash consists primarily of contract deposits and customer pre-payments, and such cash cannot be accessed by the Debtors for general operating purposes. The Debtors reserve all of their respective rights with respect to the Asserted Encumbered Cash, including, without limitation, whether such cash constitutes Prepetition Collateral, and the Debtors are continuing to review the extent and validity of any prepetition liens or security interests asserted by the Agents. The Prepetition Secured Parties reserve all

rights to challenge the assertion that the Unencumbered Cash is not subject to any prepetition liens or security interests held by one or more Agents.

10. *Forecast.* Attached hereto as **Exhibit A** is a 24-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (as may be revised from time to time, the "**Forecast**"). The Forecast includes and contains the Debtors' reasonable estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred, and/or accrued by any of the Debtors during the period covered by the Forecast and that such operational disbursements, fees, costs, and other expenses will be timely paid in the ordinary course of business pursuant to and in accordance with the Forecast unless such operational disbursements, fees, costs, and other expenses are not incurred or otherwise payable. Based on the exercise of their prudent business judgment, the Debtors reasonably believe that the Forecast is achievable and will allow the Debtors to operate in the chapter 11 cases and pay postpetition administrative expenses as they come due. Absent further order of the Court, the Debtors will not make disbursements in excess of 115% of the aggregate of the disbursements set forth on **Exhibit A**.

11. Every other week (beginning the second full week after the Petition Date), on the fifth business day of such week, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a revised Forecast of projected cash receipts and cash disbursements, including identification of debtor/non-debtor and obligor/non-obligor cash accounts (the "**Revised Forecast**"). Five business days following the delivery of the Revised Forecast, the Debtors shall deliver to the Agents, the advisors to the Ad Hoc Noteholder Group, and the Creditors' Committee, a variance report comparing actual cash

receipts and disbursements of the Debtors with the receipts and disbursements in the first two weeks of the latest delivered Revised Forecast.

12. *Findings Regarding the Use of Cash Collateral and Prepetition Collateral.*

(a) Good cause has been shown for the entry of this Ninth Interim Order.

(b) The Debtors need to continue to use the Prepetition Collateral to, among other things, conduct their business operations, generate revenue, and preserve the going concern value of the Debtors. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going concern value of the Debtors, absent which immediate and irreparable harm will result to the Debtors, their estates and their creditors.

(c) The terms and conditions for the use of the Prepetition Collateral pursuant to this Ninth Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration. The use of the Prepetition Collateral in accordance with the terms and conditions of this Ninth Interim Order is in the best interest of the Debtors' estates.

13. Authorization of Use of Cash Collateral and Prepetition Collateral.

(a) The Debtors are hereby authorized to use the Prepetition Collateral, including Cash Collateral, through and including the Termination Date (as defined in paragraph 20 below) in accordance with the Forecast and the terms and conditions of this Ninth Interim Order. This includes using the Prepetition Collateral, including Cash Collateral, for (i) providing funding to affiliates (whether Debtors or non-Debtors), consistent with prepetition practices as set forth in the Cash Management Motion (as defined below); (ii) conducting their operations and generating revenue in the chapter 11 cases, subject to the terms and conditions of this Ninth Interim Order; (iii) working capital purposes; (iv) other general corporate purposes; (v) the satisfaction of the costs and expenses of administering the chapter 11 cases, including payment of any prepetition obligations that are necessary to preserve the value of the estates, as further described in each of the Debtors' first day motions; and (vi) certain adequate protection payments to the Agents and the Prepetition Secured Parties, as provided herein.

14. *Entitlement to Adequate Protection.* The Agents and the Prepetition Secured Parties are entitled, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral,

in an amount equal to the aggregate diminution or other decline in value, if any, of the applicable Agent's or Prepetition Secured Party's interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date resulting from the use, sale, or lease by the Debtors of the Prepetition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the "**Adequate Protection Obligations**" or the "**Diminution**"). Notwithstanding anything to the contrary herein, the Agents and the Prepetition Secured Parties are not receiving any adequate protection of their interests in the Prepetition Collateral pursuant to this Ninth Interim Order in an amount over and above the amount equal to the Diminution.

15. *Adequate Protection Claims and Liens.* As adequate protection, the Prepetition Secured Parties are hereby granted the following claims, liens, rights and benefits, provided, however, that the adequate protection claims, liens, rights and benefits shall only be available to the Prepetition Secured Parties and the Prepetition Secured Parties may only make a claim on account of such rights and benefits to the extent any Diminution or Adequate Protection Obligations arise with respect to the Debtors' use of the Cash Collateral and/or Prepetition Collateral during the time period covered by the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, the Seventh Interim Order, the Eighth Interim Order, and this Ninth Interim Order:

(a) Section 507(b) Claim. The Adequate Protection Obligations due to the Prepetition Secured Parties shall constitute joint and several superpriority claims in the amount of the Diminution, if any, against the Debtors as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 726, 1113 or 1114, and shall at all times be senior to the rights of the Debtors and any successor trustee or any creditor in the

chapter 11 cases or any subsequent proceedings under the Bankruptcy Code (the "**507(b) Claim**"), subject and subordinate only to the Carve Out (as defined in paragraph 15(c) below).

(b) Adequate Protection Liens. As security for the Adequate Protection Obligations, effective as of the Petition Date and perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Agents of any Adequate Protection Collateral (as defined below), the following security interests and liens are hereby granted to the Agents for the benefit of the Prepetition Secured Parties for and to the extent of the Diminution, if any (all property identified in clause (1) below being collectively referred to as the "**Adequate Protection Collateral**"), subject only to the Carve Out (as defined in paragraph 15(c) below) (all such liens and security interests, the "**Adequate Protection Liens**"):

(1) First Priority on Certain Unencumbered Property. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable first priority replacement lien on, and security interest in (i) the CHC Cayman Unencumbered Cash in the Bank of America Account and (ii) all of the Debtors' rights in tangible and intangible assets, including without limitation, all receivables generated from the use of Prepetition Collateral, including Cash Collateral, all solely to the extent a valid, perfected, non-avoidable and enforceable lien on such receivables was in existence on or as of the Petition Date.

(2) No other liens or security interests shall be granted pursuant to this Ninth Interim Order. For the avoidance of doubt, the Adequate Protection Liens granted herein shall not prime (x) any valid, perfected and unavoidable liens and security interests in existence as of the Petition Date or (y) valid and unavoidable liens and security interests in existence as of the Petition Date that are perfected after the Petition Date as permitted by Section 546(b) of the Bankruptcy Code.

(c) For purposes hereof, the "**Carve Out**" shall mean the following: (i) all statutory fees required to be paid by the Debtors to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee in such amounts as agreed to by the U.S. Trustee or as determined by order of the Court under section 1930(a) of title 28 of the United States Code; (ii) the reasonable fees and expenses up to $50,000 incurred by a trustee appointed in the Debtors' cases under section 726(b) of the Bankruptcy Code; (iii) all accrued and unpaid reasonable fees, disbursements, costs, and expenses

(the "**Professional Fees**") incurred by professionals or professional firms retained by the Debtors or their estates pursuant to sections 327, 328, or 363 of the Bankruptcy Code and any statutory committee (the "**Statutory Committee**") appointed in the chapter 11 cases pursuant to section 1103 of the Bankruptcy Code (collectively, the "**Professionals**"), which Professional Fees (x) are allowed by this Court or another court of competent jurisdiction at any time and (y) were incurred (regardless of when invoiced or applied for) at any time; provided that, without prejudice to the rights of the Professionals or the Debtors to contest any such objection, nothing in this Ninth Interim Order shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements, or compensation sought by any such Professionals.

(d) The Debtors shall continue to maintain and insure the Prepetition Collateral in the ordinary course of business pursuant to the Debtors' prepetition practices.

(e) Prior to the Termination Date, the Debtors shall not, and shall cause their affiliates and subsidiaries not to, enter into any agreements related to or otherwise seek (i) any financing or (ii) to encumber any of their assets, other than postpetition liens or security interests: (i) granted pursuant to the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, the Seventh Interim Order, the Eighth Interim Order and this Ninth Interim Order; (ii) carriers', maritime, mechanics', operator's, warehousemen's, repairmen's or other similar liens arising in the ordinary course of business; (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation; (iv) deposits to secure the payment of any post-petition statutory obligations, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and (v) other postpetition liens or security interests that may arise in the ordinary course of business, including liens under section 546(b) of the Bankruptcy Code.

16. *Fees and Expenses*. As additional adequate protection, the Debtors are authorized to pay, in accordance with this paragraph, within two (2) business days following fifteen (15) days after delivery of an invoice describing in reasonable detail (redacted for privilege and work product), the reasonable and documented fees and expenses of one legal counsel, one domestic local counsel, one local counsel in each foreign jurisdiction as required, and one financial advisory firm for (i) each of the Agents (including the financial advisory firm to counsel to the Revolving Facility Administrative Agent, Alvarez & Marsal Securities, LLC ("**A&M**"), which,

pursuant to its engagement letter agreement, provides for, *inter alia*, a monthly fee of $150,000 and a cash fee of $1,000,000 (the "**Completion Fee**") payable, in accordance with its engagement letter, upon "the closing of any transaction in which the Indebtedness (as defined in the Credit Agreement) is refinanced or repaid or upon the closing of any Restructuring Transaction [as defined in the A&M engagement letter]," (ii) the ABL Facility Collateral Agent (including Clifford Chance LLP and Holland & Knight LLP), (iii) the collateral agent for the Revolving Facility and the Senior Secured Notes, and (iv) the Ad Hoc Noteholder Group (including Akin Gump Strauss Hauer & Feld LLP, Houlihan Lokey Capital Inc., Walkers (Cayman local counsel), and a Canadian local counsel). None of the fees, costs, expenses or other amounts payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto; provided that the Debtors shall submit copies of the Agents' respective legal counsels' and financial advisors' invoices to the U.S. Trustee and any Statutory Committee, and the Debtors, the U.S. Trustee and any Statutory Committee shall have ten (10) days following their receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoice, including the Completion Fee. The invoices for such invoiced fees include the number of hours billed (except for financial advisors compensated on other than an hourly basis) and a reasonably detailed description of services provided and the expenses incurred by the applicable professional; provided, however, that any such invoice may be redacted to protect privileged, confidential or proprietary information. If any such objection is not resolved within ten (10) days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the chapter 11 cases,

provided that the Debtors shall pay any undisputed portion of such fees, costs and expenses on the first Thursday following fifteen (15) days after the initial presentment to the Debtors of such invoice.

17. *Payment Protocol.* Other than the payment of professional fees pursuant to paragraphs 15(c) and 16 of this Ninth Interim Order, payments of any amounts for adequate protection, fees and expenses, or any other payments made pursuant to this Ninth Interim Order for the benefit of the Revolving Facility Lenders or the Senior Secured Notes Secured Parties shall be paid to the Revolving and Secured Notes Collateral Agent in accordance with the Intercreditor Agreement.

18. *Accrual of Postpetition Interest and Fees.* The Prepetition Secured Parties shall be entitled to accrue all unpaid postpetition interest, fees and costs due and payable under the Revolving Credit Agreement, Senior Secured Notes Indenture, and ABL Facility, as applicable; provided, however, in the event it is subsequently determined that any of the Prepetition Secured Parties is undersecured or unsecured, such party shall not be entitled to the accrual of any postpetition interest, fees and costs in accordance with this paragraph 18.

19. *Cash Management.* The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue their Existing Cash Management System, (B) Continue Existing Intercompany Transactions, (C) Maintain Existing Bank Accounts and Business Forms, and (D) Honor Certain Prepetition Obligations Relating to the Use of the Cash Management System, and (II) Granting Extension of Time to Comply With, and Waiver of, Requirements of Section 345(b) of the Bankruptcy Code Pursuant to Sections

105(a), 363(c) and 345(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 (the "**Cash Management Motion**") and any corresponding order of the Court.

20. *Termination.* The Debtors' right to use the Cash Collateral pursuant to this Ninth Interim Order shall terminate (the date of any such termination, the "**Termination Date**") without further notice or court proceeding upon the earlier of (i) entry of the Final Order and (ii) December 21, 2016. Nothing in this Ninth Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Prepetition Collateral, including Cash Collateral, or other proceeds resulting therefrom, except as permitted in this Ninth Interim Order or another order of the Court, or with the prior written consent of the applicable Agent whose collateral is sought to be used by the Debtors.

21. *Additional Reporting Requirements.* As additional adequate protection, the Debtors shall provide the Prepetition Secured Parties and the Creditors' Committee with certain information, at the end of each calendar month, related to the following: (i) a monthly summary of aircraft by location with an indication of operating status (idled, deployed or for sale), (ii) confirmation of all new customer contracts on an aggregate dollar basis (customer names withheld for confidentiality reasons) and material customer contracts running off or cancelled/terminated/re-negotiated, and (iii) monthly balance sheet upon close of the applicable reporting period with (x) analysis of working capital assets, including trade account receivables and consumable inventories as well as the balance of rotables and deferred revenue and (y) summary of all intercompany and related party transactions and corresponding changes in the intercompany accounts. In addition, following the delivery of each Revised Forecast, the Debtors shall schedule a conference call with financial advisors for the Prepetition Secured Parties and the Creditors' Committee to discuss the information provided.

22. *Debtors' Reservation of Rights.* The entry of this Ninth Interim Order and the grant of adequate protection to the Prepetition Secured Parties pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority to use Cash Collateral and the Prepetition Collateral without the consent of the Prepetition Secured Parties, and the Prepetition Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person; provided that the Debtors may not utilize Cash Collateral to seek such authority.

23. *Committee's Reservation of Rights.* The Committee reserves all rights as to what constitutes Prepetition Collateral or Cash Collateral. Nothing contained in this Ninth Interim Order or any action taken by the Debtors in implementing this Ninth Interim Order shall be deemed (i) an admission as to the validity of any Intercompany Claim (as defined in the Cash Management Motion), (ii) an admission as to what constitutes Prepetition Collateral or Cash Collateral or (iii) a waiver of the Debtors', the Committee's or any party in interest's right to dispute the amount of, basis for, or validity of any Intercompany Claim (as defined in the Cash Management Motion).

24. *Perfection of Adequate Protection Liens.* Without the necessity of the filing of financing statements, mortgages or other documents, this Ninth Interim Order shall be sufficient evidence of the Prepetition Secured Parties' perfected security interests and liens granted in the Adequate Protection Collateral pursuant to this Ninth Interim Order.

(a) The Revolving Facility and Secured Notes Collateral Agent and the ABL Facility Collateral Agent (collectively, the "**Collateral Agents**") are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted to them pursuant to this Ninth Interim Order. Whether or not the Collateral Agents shall, in their sole discretion, respectively choose to file such financing statements, intellectual property

filings, mortgages, notices of lien or similar instruments, such liens and security interests were deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of this Ninth Interim Order and shall continue to be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination. If the Collateral Agents determine respectively to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings as reasonably requested by either of the Collateral Agents, and the automatic stay shall be modified to allow such filings.

(b) A certified copy of this Ninth Interim Order may, in the discretion of the Collateral Agents, respectively, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Ninth Interim Order for filing and recording; provided that the Debtors shall reimburse the Collateral Agents or their respective designees for the payment of any stamp, intangibles, recording or similar tax.

25. *Preservation of Rights Granted Under this Ninth Interim Order.*

(a) Except as expressly provided in this Ninth Interim Order, no claim or lien having a priority senior to or pari passu with those granted by this Ninth Interim Order to the Agents and Prepetition Secured Parties shall be granted or allowed, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or, subordinated to or made pari passu with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

(b) If any or all of the provisions of this Ninth Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacatur shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of the Prepetition Collateral or any Adequate Protection Obligations incurred by the Debtors hereunder, as the case may be, prior to the actual receipt of written notice by the Agents of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Ninth Interim Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, privileges and benefits granted in section 363(m) of the

Bankruptcy Code with respect to all uses of the Prepetition Collateral and all Adequate Protection Obligations.

(c) Except as expressly provided in this Ninth Interim Order, the adequate protection payments made pursuant to this Ninth Interim Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in the chapter 11 cases or any subsequent chapter 7 cases (other than a defense that the payment has actually been made).

(d) Except as expressly provided in this Ninth Interim Order, the Adequate Protection Obligations, the 507(b) Claims and the Adequate Protection Liens and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of this Ninth Interim Order shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the chapter 11 cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Ninth Interim Order shall continue in the chapter 11 cases, in any successor cases if the chapter 11 cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the 507(b) Claims, the other administrative claims granted pursuant to this Ninth Interim Order, and all other rights and remedies of the Agents and the Prepetition Secured Parties granted by the provisions of this Ninth Interim Order shall continue in full force and effect until all Adequate Protection Obligations are indefeasibly paid in full in cash.

26. *Binding Effect; Successors and Assigns*. The provisions of this Ninth Interim Order, including all findings in this Ninth Interim Order, shall be binding upon all parties in interest in the chapter 11 cases, including without limitation, the Agents and the Prepetition Secured Parties, any Statutory Committee, and the Debtors and their respective successors and assigns (including any trustee hereinafter appointed or elected for the estate of any Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Agents, the Prepetition Secured Parties and the Debtors and their respective successors and assigns, provided that, except to the

extent expressly set forth in this Ninth Interim Order, the Agents and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral, including Cash Collateral, or extend any financing to any trustee or similar responsible person appointed for the estate of any Debtor. For all adequate protection and stay relief purposes throughout the chapter 11 cases, the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection as of the Petition Date. For the avoidance of doubt, such request will survive termination of this Ninth Interim Order.

27. *Priorities Among Prepetition Secured Parties*. Notwithstanding anything to the contrary herein or in any other order of this Court, (a) in determining the relative priorities and rights of the Prepetition Secured Parties (including, without limitation, the relative priorities and rights of the Prepetition Secured Parties with respect to the adequate protection granted hereunder), such relative priorities and rights shall continue to be governed by the Prepetition Debt Documents and Intercreditor Agreement, if applicable and (b) to the extent this order provides any Prepetition Secured Party rights with respect to "Collateral" such rights exist with respect to such Collateral for such Prepetition Secured Party only to the extent such Collateral is the Prepetition Collateral or Adequate Protection Collateral of such Prepetition Secured Party.

28. *Rights Preserved.* Notwithstanding anything herein to the contrary, the entry of this Ninth Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Prepetition Secured Parties' or any of the ad hoc creditor groups' right to seek any other supplemental relief in respect of the Debtors, including the right to seek additional adequate protection.

29. *Effectiveness*. This Ninth Interim Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry hereof, and there shall be no

stay of execution of effectiveness of this Ninth Interim Order. To the extent that any finding of fact shall be determined to be a conclusion of law it shall be so deemed and vice versa.

30. *Jurisdiction*. This Court shall retain exclusive jurisdiction to enforce the terms of this Ninth Interim Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Ninth Interim Order.

31. *Final Hearing*. The Final Hearing is scheduled for **December 20, 2016 at 9:00 a.m. (Central Time)** before this Court. The Debtors shall promptly mail copies of this Ninth Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Ninth Interim Hearing, and to any other party that has filed a request for notices with this Court and to any Statutory Committee. On or before December 5, 2016, the Debtors will provide the Prepetition Secured Parties and the Committee with a copy of the proposed Final Order or further Interim Order, as applicable. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections; which objections shall be served upon (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153-0119, Attention: Gary T. Holtzer, Esq. and Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attention: Stephen A. Youngman, Esq., attorneys for the Debtors, (b) the U.S. Trustee, (c) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (d) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to the Ad Hoc Noteholder Group, (e) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201

(Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (f) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the ABL Facility Administrative Agent, (g) Holland & Knight LLP, 10 Saint James Avenue, Boston, MA 02116 (Attn: Kenneth E. Noble, Esq.), counsel to ABL Facility Collateral Agent, (h) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as Senior Secured Notes Indenture Trustee, (i) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the Senior Secured Notes Indenture Trustee, and shall be filed with the Clerk of the United States Bankruptcy Court, Northern District of Texas, in each case to allow actual receipt by the foregoing no later than **4:00 p.m. (Central Time) on December 13, 2016** (the "**Objection Deadline**").

32. *Depositions for Final Hearing*. Debtors will make Robert Del Genio, Mike Genereux, Lee Eckert, Mike Cox, and any other witness(es) Debtors intend to call to testify at the Final Hearing, subject to witness availability, available for deposition during the week of December 5, or reasonably thereafter by agreement of the parties unless the parties agree otherwise. The Prepetition Secured Parties (i) have not identified as of the date hereof any witnesses (a) who will submit declarations, certifications, or affidavits and/or (b) who they expect to call at the Final Hearing to testify, in either case in support of any objection but reserve the right to identify such witnesses after taking the depositions listed above, and they will promptly identify such witnesses to the Debtors and make such witnesses available for deposition on December 14 and 15. The parties shall also work to schedule depositions of any

other witnesses which may or will be noticed by the Debtors to occur sufficiently in advance of the Final Hearing.

33. *Written Discovery for Final Hearing.* Debtors acknowledge the parties' need for current financial and other information in formulating responses and objections to the relief sought at the Final Hearing. Subject to their pending objections, the parties' discovery obligations are ongoing. To the extent required by the applicable rules, the parties shall continue to produce and/or supplement (to the extent there is anything to supplement) their production of documents responsive to the various document requests served in connection with the Final Hearing and any other responses (if there is anything to supplement) to written discovery requests so that they are received sufficiently in advance of the depositions to be conducted related to the Final Hearing.

34. *Controlling Effect of Ninth Interim Order.* To the extent any provision of this Ninth Interim Order conflicts or is inconsistent with any provision of the Motion, the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, the Seventh Interim Order, the Eighth Interim Order, or any order entered by the Court approving the Cash Management Motion, the provisions of this Ninth Interim Order shall control to the extent of such conflict.

EXHIBIT A

Forecast

CHC Current Forecast
as of November 18, 2016

($ in 000s)	1 Forecast 11/18/2016	2 Forecast 11/25/2016	3 Forecast 12/2/2016	4 Forecast 12/9/2016	5 Forecast 12/16/2016	6 Forecast 12/23/2016	7 Forecast 12/30/2016	8 Forecast 1/6/2017	9 Forecast 1/13/2017	10 Forecast 1/20/2017	11 Forecast 1/27/2017	12 Forecast 2/3/2017	13 Forecast 2/10/2017	14 Forecast 2/17/2017
Beginning Cash	**$ 251,690**	**$ 251,358**	**$ 243,849**	**$ 223,412**	**$ 204,175**	**$ 210,008**	**$ 190,390**	**$ 194,252**	**$ 178,803**	**$ 180,470**	**$ 159,006**	**$ 158,535**	**$ 136,327**	**$ 128,951**
Operating Receipts	$ 25,118	$ 19,894	$ 4,723	$ 7,762	$ 24,186	$ 23,247	$ 19,447	$ 5,731	$ 18,498	$ 11,095	$ 24,539	$ 5,760	$ 8,684	$ 12,813
Other Receipts	717	846	568	305	376	761	1,253	263	719	1,119	1,445	4,503	2,576	3,008
Total Cash Receipts	**$ 25,836**	**$ 20,741**	**$ 5,291**	**$ 8,067**	**$ 24,562**	**$ 24,008**	**$ 20,700**	**$ 5,994**	**$ 19,217**	**$ 12,215**	**$ 25,983**	**$ 10,263**	**$ 11,261**	**$ 15,821**
Disbursements														
Payroll	$ 15,854	$ 4,952	$ 7,243	$ 7,783	$ 4,884	$ 8,149	$ 3,100	$ 3,961	$ 4,229	$ 16,561	$ 7,982	$ 3,622	$ 2,220	$ 10,869
Benefits	499	850	211	245	325	435	567	245	221	550	559	256	250	524
Pension	312	3,200	130	38	130	1,509	-	168	-	308	1,331	168	-	308
Aircraft Leases - Current	235	3,491	3,576	1,223	2,034	2,927	1,825	904	329	1,809	2,501	13,496	349	383
Aircraft Leases - Catch-Up	-	-	-	590	-	14,192	352	2,884	5,242	972	284	1,659	1,159	-
Aircraft Related Transactions	-	-	-	3,418	-	-	488	-	-	-	-	488	-	-
OEM	4,179	3,008	6,848	6,118	4,310	4,334	4,766	4,730	5,343	4,750	4,430	4,480	4,180	4,180
Debt Payments	-	-	200	-	-	-	-	200	-	-	-	200	-	-
FX / Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight & Customs	114	140	624	54	121	2,628	643	64	140	2,642	656	52	118	139
Taxes	(96)	(346)	2,188	(552)	(169)	110	(791)	(524)	(5,058)	(445)	1,128	310	(239)	617
Professional Fees	1,500	3,015	1,500	3,860	3,564	2,712	3,695	4,365	2,530	2,500	3,215	3,800	4,660	3,000
Insurance	-	(457)	(54)	580	241	(146)	(475)	-	1,000	241	-	-	2,946	241
Fuel	758	1,077	696	956	812	761	525	519	908	895	782	872	616	848
Training	475	688	383	387	399	536	243	423	361	323	985	278	283	450
Information Technology	344	344	310	310	310	310	310	310	301	301	301	312	312	312
Travel	439	504	551	849	493	443	324	919	457	522	594	813	455	455
Airport Fees	718	450	570	570	504	405	370	1,048	570	593	469	570	618	737
Building & PPE	216	755	390	330	199	749	104	535	212	751	212	521	208	453
Other Expenses	621	6,578	362	545	573	3,573	792	693	764	406	1,024	573	501	621
Total Disbursements	**$ 26,168**	**$ 28,250**	**$ 25,728**	**$ 27,303**	**$ 18,729**	**$ 43,626**	**$ 16,838**	**$ 21,443**	**$ 17,551**	**$ 33,679**	**$ 26,453**	**$ 32,472**	**$ 18,636**	**$ 24,137**
Net Cash Flow	**(332)**	**(7,509)**	**(20,437)**	**(19,237)**	**5,833**	**(19,618)**	**3,862**	**(15,448)**	**1,666**	**(21,464)**	**(470)**	**(22,209)**	**(7,375)**	**(8,315)**
Ending Cash - Operating	**$ 251,358**	**$ 243,849**	**$ 223,412**	**$ 204,175**	**$ 210,008**	**$ 190,390**	**$ 194,252**	**$ 178,803**	**$ 180,470**	**$ 159,006**	**$ 158,535**	**$ 136,327**	**$ 128,951**	**$ 120,636**

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CHC Current Forecast
as of November 18, 2016

($ in 000s)	15 Forecast 2/24/2017	16 Forecast 3/3/2017	16 Week Total
Beginning Cash	**$ 120,636**	**$ 114,122**	**$ 251,690**
Operating Receipts	$ 19,590	$ 19,158	$ 250,246
Other Receipts	1,101	5,236	24,798
Total Cash Receipts	**$ 20,691**	**$ 24,394**	**$ 275,044**
Disbursements			
Payroll	$ 4,918	$ 7,377	$ 113,703
Benefits	557	245	6,539
Pension	3,162	168	10,932
Aircraft Leases - Current	3,948	4,198	43,228
Aircraft Leases - Catch-Up	-	-	27,334
Aircraft Related Transactions	-	5,093	9,488
OEM	4,180	4,180	74,014
Debt Payments	-	200	800
FX / Fees	-	-	-
Freight & Customs	2,552	624	11,311
Taxes	88	(472)	(4,249)
Professional Fees	3,015	2,800	49,731
Insurance	-	-	4,118
Fuel	1,063	830	12,916
Training	402	298	6,913
Information Technology	312	312	5,011
Travel	592	672	9,083
Airport Fees	752	570	9,514
Building & PPE	589	504	6,729
Other Expenses	1,074	573	19,274
Total Disbursements	**$ 27,204**	**$ 28,173**	**$ 416,391**
Net Cash Flow	**(6,514)**	**(3,779)**	**(141,346)**
Ending Cash - Operating	**$ 114,122**	**$ 110,344**	**$ 110,344**

END OF ORDER

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RESPECTFULLY SUBMITTED,

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SCHEDULE "E"

Order Authorizing the Debtors to Enter into and Perform under an Interim Restructuring Term Sheet with Lombard North Central PLC and Export Development Canada

Docket #0959 Date Filed: 10/12/2016

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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed October 12, 2016

United States Bankruptcy Judge

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

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

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

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

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

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105(a) and 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004(h), seeking the authority to enter into, and perform under, an interim restructuring proposal and term sheet (together with all exhibits to such interim restructuring term sheet, the "**Interim Restructuring Term Sheet**"), a redacted copy of which is attached to the Motion as **Exhibit C**, related to eight (8) Retained Aircraft and five (5) Return Aircraft and associated agreements, between CHC Helicopters (Barbados) SRL, Heliworld Leasing Limited and Heli-One Leasing ULC (collectively, the "**Lessees**") and one or more of their affiliates and Lombard North Central Plc and Export Development Canada (collectively, the "**Lessor Parties**"), and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The

Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to the Lessor Parties; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

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

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

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

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

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

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

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

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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SCHEDULE "F"

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

Docket #0428 Date Filed: 06/30/2016

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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed June 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' 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.

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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 Turbomcca 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

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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.

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	BHS - 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