SCHEDULE "G"

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

1631854161209000000000008

Docket #0427 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.

Barbara J. Houser

Signed June 30, 2016

United States Bankruptcy Judge

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

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

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

Upon the motion dated May 27, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 to reject the leases ("**Leases**") for helicopters and other related equipment identified on Schedule 1 to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof,

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

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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' Second Motion to Reject Certain Equipment Leases and Subleases, dated as of May 27, 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the

9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, and (x) in the case of the Subleases, the Sublessees; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and the objections to the Motion filed by certain Lessors and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of each of the Leases of Excess Equipment listed on Schedule 1 attached to this Order is authorized and approved as of the later of (i) the date set forth next to each item of Excess Equipment on Schedule 1 attached to this Order or (ii) the date of entry of this Order (such later date, the "**Effective Date**") and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment. The Debtors shall make available to the applicable Lessors or their designees all Excess Equipment consistent with this order on and after the Effective Date.

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

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

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

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

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

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

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess Equipment. Unless otherwise agreed by the Debtors and a Lessor, each Lessor shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring such Lessor's Excess Equipment (and for other attendant risks) after the Outside Pick-Up Date (such costs, "**Subsequent Costs**"), and such Lessor shall not be entitled to assert an administrative expense claim for such Subsequent Costs. If the Lessor does not remove the Excess Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, or otherwise contract with the Debtors or a third party for storage of the Excess Equipment, the Debtors may file a motion to compel removal of the Excess Equipment and/or payment to the Debtors of storage and other attendant costs including without limitation

all legal fees. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

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

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

9. Subject to ordered paragraphs 10 through 15, if any Replacement Equipment installed on, or returned with, the Affected Equipment has not been previously substituted pursuant to the terms of the relevant Lease, the Debtors shall, if requested by the affected Lessor, formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the Lessor free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor

(or the Lessor's lenders and finance parties under related aircraft financings)) by providing a bill of sale to the Lessor of such Replacement Equipment.

10. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not permitted under the relevant Lease, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to Substitute Equipment, (ii) the Debtors shall cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also with the same secured party) or by the same beneficial owner and leased to the Debtors under separate leases, then the Debtors may surrender such Replacement Equipment to the Lessor in

lieu of the Original Equipment and the Replacement Equipment shall thereafter be released from the relevant Lease and any liens in favor of the secured party with respect to such Replacement Equipment, and the Original Equipment shall be subject to such lease or mortgage and any such liens.

13. In lieu of providing Replacement Equipment pursuant to this Order, the Debtors may, in the Debtors' sole discretion, make the Original Equipment (to the extent such Original Equipment is in the Debtors' possession) available to an affected Lessor at the location where such Original Equipment is situated, whether or not such Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment (having the same value and utility to the otherwise required Replacement Equipment) available to the affected Lessor at the location where the Affected Equipment is situated by installing such Substitute Equipment on the Affected Equipment, and in these circumstances, the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

15. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One

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

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

17. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby and comply with the provisions of this Order.

18. Claims arising out of any rejection effected pursuant to these procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar Date**"), on or before the later of (i) the Bar Date, or (ii) 30 days after the Effective Date with

respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

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

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

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

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

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

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

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

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

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

EXCESS EQUIPMENT[1]

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
2	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	Heliworld Leasing Limited	Lessor: HFSI One Limited	Manufacturer: Airbus Helicopters	Hangar C - Broome Heliport, Gus	Manufacturer: Turbomeca	June 27, 2016

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		41 Forbes Quay Sir John Rogerson's Quay Dublin 2 Ireland HFSI One Limited Managing Director, Ground Floor 6 George's Dock IFSC Dublin 1 Ireland (F): +353 1 672 8709 HFSI One Limited General Counsel C/O Lease Corporation International Limited, Ground Floor, 6 George's Dock, IFSC, Dublin 1 Ireland (F): +353 1 818 9955 Copy: Libra Group Services Group General Counsel 13-14 Hobart Place London SW 1W 0HH United Kingdom (F): +353 1 818 9955 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800	Model: EC225 Serial Number: 2910	Winckel Road, Broome WA 6725 Australia	Model: Makila 2A1 Serial Nos.: 13167 13069	

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Airbus Helicopters Jean Michel Cerf Etablissement de la Courneuve 2 a 20 avenue Marcel - Cachin La Courneuve Cedex BP107-93123 France (F): +44 20 7245 0681				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Sandycove Aviation Limited General Counsel 41 Forbes Quay, Sir John Rogerson's Quay, Dublin 2 Ireland (F): +44 20 7245 0681				
6	CHC Helicopters (Barbados) Limited	Lessor: The Milestone Aviation Asset Holding Group No. 8 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2681	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A Serial Nos.: 1063 1177	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (713) 495-7799 Email: dmcfaul@sidley.com Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 E-mail: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F) (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland (F): 353 1 612 5550 The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com				
7	CHC Helicopters (Barbados) SRL	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland (F): 353 1 477 3385 Email: Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP 1000 Louisiana Street, Suite 6000 Houston TX 77002 (T): (713) 495-4500 (F): (713) 495-7799 Email: dmcfaul@sidley.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2911	CHC Helikopter Service AS, Flyplassveien 8, 6517 Kristiansund, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial No.: 13311 1104	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Michael G. Burke Dennis Kao Sidley Austin LLP 787 Seventh Avenue, New York NY 10019 (T): (212) 839-5300 (F): (212) 839-5599 Email: mgburke@sidley.com dkao@sidley.com Wilmington Trust Company Corporate Trust Administration 1110 North Market St. Wilmington, DE 19890-1605 USA (F) (302) 636-4140 Wilmington Trust SP Services (Dublin) Limited 4th Floor, 3 George's Dock, IFSC Dublin 1, Ireland				
8	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin	Manufacturer: Airbus Helicopters Model:	Aeroporto Internacional de Carrasco (MVD), HANGAR 62,	Manufacturer: Turbomeca Model: Makila 2A1	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020	EC225 Serial Number: 2740	Ruta 101 km 19, 950, Ciudad de la Costa 14000, Uruguay	Serial Nos.: 1154 13285	

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
9	Heli-One Leasing ULC	Lessor: ERA Leasing LLC Dave Stepanek Lake Charles, LA 70605 USA (T): (337) 474-3918	Manufacturer: Airbus Helicopters Model: EC225 Serial Number:	CHC Helikopter Service AS, Postboks 74, 5869 Bergen Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A Serial Nos.: 1181	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
			2691		1150	
10	Heli-One Leasing (Norway) AS	Lessor: Sparebank 1 SR-Finans AS Ole Magnus Baekkelund Petroleumsvn 6, Postboks 114 Forus Stavanger 4065 Norway (T): +1 801 781 2775 (F): +353 61 445022 Copy: Monica S. Blacker Jackson Walker L.L.P. 2323 Ross Avenue, Suite 600 Dallas TX 75201 (T): (214) 953-6000 (F): (214) 953-5822 Email: mblacker@jw.com Insurer: QBE Insurance (Europe) Limited Portfolio Manager, Asset Protection Plantation Place, 30 Fenchurch Street London, EC3M 3BD United Kingdom	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2716	CHC Helikopter Service AS, Flyplassveien 8, 6517 Kristiansund, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1023 13002	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 44 (0) 20 7105 4044				
11	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue Boston MA 02116	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2729	Aeroporto Internacional de Carrasco (MVD), HANGAR 62, Ruta 101 km 19,950, Ciudad de la Costa 14000, Uruguay	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1208 1143	July 3, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 E-mail: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 (F): +33 1 5813 8169 Email: vincent.nelson@hsbc.fr				

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
12	CHC Helicopters (Barbados) SRL	Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 772-8129 Copy: Carol Neville Dentons US LLP 1221 Avenue of the Americas New York NY 10020 (T): (212) 768-6700 (F): (212) 768-6800 Email: carole.neville@dentons.com Matthew Nickel Dentons US LLP 2000 McKinney Avenue, Suite 1900 Dallas TX 75201-1858 (T): (214) 259-0900 (F): (214) 259-0910 Email: matt.nickel@dentons.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2878	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 13030 13266	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
13	CHC Leasing (Ireland) Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2773	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Nos.: 1171 13153	June 27, 2016

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France marie-cecile.fournier@sgcib.com (F): +33 1 4692 4597 Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
14	CHC Helicopters (Barbados)	Lessor: Lobo Leasing SPV A Limited	Manufacturer: Sikorsky	Heli-One Canada, 4300 80th	Manufacturer: Turbomeca	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	SRL	Address: John Contas, Dan Roberts The Arch, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin, A94 A0D0 Ireland (F): +353 1 631 9001 (F): +353 1 618 0618 Copy: Ian J. Silverbrand, Esq. White & Case, LLP 1155 Avenue of the Americas New York, NY 10036-2787 Caroline Devlin The Arthur Cox Building, Earlsforte Centre Earlsforte Terrace, Dublin A94 A0D0 Ireland (F): +353 1 618 0618 Email: carolinedevlin@arthurcox.com Thai Aviation Services Limited Managing Director RS Tower Building, 12th Flr 121/51 Ratchadapisek Rd. Dindeang Bangkok 10400 Thailand (F): +66 2 641 3995	Model: S76C+ Serial Number: 760561	Street, Delta, BC, V4K 3N3 Canada	Model: Arriel 2S1 Serial Nos.: 20715TEC 20599TEC	

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: sunwanawat@tasl.co.th				
15	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
16	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
17	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
18	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
19	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
20	CHC Helicopters (Barbados) Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214.651.5000 (F): 214.651.5940 Email: robert.albergotti@haynesboone.com	Manufacturer: Sikorsky Model: S92A Serial Number: 920119	Estrada Velha de Arraial do Cabo - S/N° – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775 –000	Manufacturer: General Electric Model: CT7-8A Serial Nos.: None.	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212.403.1000 (F): 212.403.2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516.662.5302 Email: twolynski@waypointleasing.com Copy: Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201 Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Security Trustee: Wilmington Trust Company Corporate Trust Administration 1100 North Market Street, Wilmington DE 19890-1605 USA (T): 302-636-6000 Fax: 302-636-4140 Copy: Michael Arsenualt Wells Fargo Bank Northwest NA 260 North Charles Lindbergh Drive, MAC U1240-026, Salt Lake City, Utah 84116 (F): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
21	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
22	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2715	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13119 13241	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
23	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2721	Incident A/C	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13032 1127	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
24	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy:	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2745	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13109 1038	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
25	CHC Helicopters (Barbados) SRL	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2747	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13016 1078	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
26	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2779	Lot 32 Karasek Way Karratha Airport WA Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13066 1084	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Ken Coleman Allen & Overy LLP 1221 Avenue of the Americas New York, NY 10020 (T): (212) 610-6300 (F): (212) 610-6399 Email: ken.coleman@allenovery.com Daniel J. Guyder Allen & Overy LLP 1221 Avenue of the Americas				

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
27	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2794	Lot 32 Karasek Way Karratha Airport WA Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1155 1086	June 27, 2016

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

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
28	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2798	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13041 1138	June 27, 2016

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

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
29	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2801	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1175 1030	June 27, 2016

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: daniel.guyder@allenovery.com Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
30	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2822	Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ Brazil	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 1082 13067	June 27, 2016

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): +33 149 344 527 Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
31	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2827	Aeroporto Internacional Presidente Nicolau Lobato, Comoro Road, Dili, Timor-Leste East Timor	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13169 1174	June 27, 2016

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Agent: HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Email: eric.chartier@eurocopter.com Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
32	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2848	Hangar C - Broome Heliport, Gus Winckel Road, Broome WA 6725 Australia	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13229 13218	June 27, 2016

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		HSBC France Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
33	Heliworld Leasing Limited	Lessor: Parilease S.A.S. Address: Noelle Courtin Sylvie Potier Axel Rohlich 16 rue de L'Hanovre 75002, Paris, France (F): +33 1 4298 1203 Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2851	Aeroporto Internacional Presidente Nicolau Lobato, Comoro Road, Dili, Timor-Leste East Timor	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13227 13225	June 27, 2016

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Vincent Nelson 103, Avenue de Champs-Elysees Paris 75008 Email: vincent.nelson@hsbc.fr (F): +33 1 5813 8169 Mandated Lead Arranger: BNP Paribas S.A. Commercial Support & Loan Implementation 37 Place du Marche Saint-Honore 75001, Paris, France (F): +33 1 4316 8184 Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France (F):+33 1 4692 4597 Email: marie-cecile.fournier@sgcib.com Manufacturer: Eurocopter S.A.S. (now Airbus) Eric Chartier 2 a 20, avenue Marcel-Cachih, BP107-93123 Paris, La Courneuve Cedex France (F): +33 149 344 527 Email: eric.chartier@eurocopter.com				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Copy: IWG Davis LLP Bedford House, 21A John Street, London WC1N 2BL, United Kingdom (F): +020 7845 7401				
34	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
35	CHC Helicopters (Barbados) SRL	Lessor: The Milestone Aviation Asset Holding Group No. 25 Ltd William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland Fax: 353 1 477 3385 Email : Wkelly@milestoneaviation.com Copy: Milestone Aviation Group Limited Minerva House, 2nd Floor, Simmonscourt Road, Ballsbridge Dublin 4, Ireland Duston K. McFaul Sidley Austin LLP	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2890	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13288 13222	June 27, 2016

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

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
36	Heli-One Leasing (Norway) AS	Lessor: Sparebank 1 SR-Finans AS Ole Magnus Baekkelund Petroleumsvn 6, Postboks 114 Forus Stavanger 4065 Norway (T): +1 801 781 2775 (F): +353 61 445022 Copy: Monica S. Blacker Jackson Walker L.L.P. 2323 Ross Avenue, Suite 600 Dallas TX 75201 (T): (214) 953-6000 (F): (214) 953-5822 Email: mblacker@jw.com RV Insurer: Ironshore Specialty Insurance Company Claims One State Street Plaza, 8th Floor New York, NY 10004 USA Copy: Ironshore Specialty Insurance Company Daniel Sussman One State Street Plaza, 8th Floor	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2692	CHC Helikopter Service AS, Postboks 74, 5869 Bergen Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1029 1009	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		New York, NY 10004 USA Email: Daniel.Sussman@ironshore.com Bolt Steward Cable Limited Mark Cable The Barn, Gross Green Cottage, Browninghill Green, Hampshire RG26 5J2 United Kingdom Email: mark@cableadvisory.com Manufacturer: Eurocopter S.A.S. (Now Airbus) Jean Michel Cerf Etablissement de la Courneuve, 20 a 20 Avenue Marcel-Cachin, La Courneuve Cedex BP107 93123 France				

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
37	Heli-One Leasing (Norway) AS	Lessor: Sparebanken Finans Nord-Norge AS Hermod Bakkejord Sjøgata 8, P.O. Box 6801, Langnes, 9298 Tromsø 9008 Norway Email: hermod.bakkejord@snnfinans.no RV Insurer: Ironshore Specialty Insurance Company Claims One State Street Plaza, 8th Floor New York, NY 10004 USA Copy: Ironshore Specialty Insurance Company Daniel Sussman One State Street Plaza, 8th Floor New York, NY 10004 USA Email: Daniel.Sussman@ironshore.com Bolt Steward Cable Limited Mark Cable The Barn, Gross Green Cottage, Browninghill Green, Hampshire RG26 5J2 United Kingdom Email: mark@cableadvisory.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2907	CHC HELIKOPTER SERVICE, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13305 13103	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Manufacturer: Airbus Helicopters S.A.S. Jean Michel Cerf Etablissement de la Courneuve, 20 a 20 Avenue Marcel-Cachin, La Courneuve Cedex BP107 93123 France				
38	CHC Helicopter Australia Pty. Ltd.	Lessor: Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia Fax: 61 2 9118 4201 Agent: Morgan Stanley Bank International Limited Nicole Shoaf 25 Cabot Square, Canary Waraf London, E14 4QA England Email: loansagency@morganstanley.com (F): 44 207 056 5471	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 2317	CHC Hangar Lancaster Rd. Marrara Darwin Australia 0812	Manufacturer: Turbomeca Model: Makila 1A1 Serial Nos.: 310 305	June 27, 2016
39	CHC	Lessor:	Manufacturer:	Heritage Hangar	Manufacturer:	June 27,

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	Helicopter Australia Pty. Ltd.	Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia (F): 61 2 9118 4201 Agent: Morgan Stanley Bank International Limited Nicole Shoaf 25 Cabot Square, Canary Waraf London, E14 4QA England Email:loansagency@morganstanley.com (F): 44 207 056 5471	Airbus Helicopters Model: AS332L1 Serial Number: 2319	– 7630 Montreal Street, Delta, BC V4K 0A7 Canada	Turbomeca Model: Makila 1A1 Serial Nos.: 144 2533	2016
40	CHC Helicopter Australia Pty. Ltd.	Lessor: Commonwealth Bank of Australia Manager, Post Deal Management Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia (F): 61 2 9118 4201 Agent: Morgan Stanley Bank International Limited Nicole Shoaf	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 9008	CHC Hangar Lancaster Rd. Marrara Darwin Australia 0812	Manufacturer: Turbomeca Model: Makila 1A1 Serial Nos.: 175 2141	June 27, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		25 Cabot Square, Canary Waraf London, E14 4QA England Email: loansagency@morganstanley.com (F): 44 207 056 5471				

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Schedule 2[1]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	2317	Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
2	2319	Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
6	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
7	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
8	2910	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
9	2910	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
10	2681	Sublease	CHC Helicopters (Barbados) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 27, 2016

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

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
11	2911	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
12	2740	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	June 27, 2016
13	2740	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
14	2691	Sublease	Heli-One Leasing ULC	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
15	2716	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
16	2729	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 3, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
17	2729	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 3, 2016
18	2878	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 27, 2016
19	2773	Sublease	CHC Leasing (Ireland) Limited	Capital Aviation Services BV	June 27, 2016
20	2773	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
21	760561	Sublease	CHC Helicopters (Barbados) SRL	Heliworld Leasing Limited	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
22	760561	Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	June 27, 2016
23	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
24	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
25	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
26	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
27	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
28	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
29	920119	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	June 27, 2016
30	920119	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
31	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
32	2715	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
33	2721	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
34	2745	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 27, 2016
35	2747	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016
36	2779	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
37	2779	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
38	2794	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	June 27, 2016
39	2794	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
40	2798	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 2016

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
41	2798	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
42	2801	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 2016
43	2801	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016
44	2822	Sublease	Heliworld Leasing Limited	Capital Aviation Services BV	June 27, 2016
45	2822	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	June 27, 2016

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

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
51	2851	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	June 27, 2016
52	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
53	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
54	2890	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	June 27, 2016
55	2692	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	June 27, 2016

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

SCHEDULE "H"

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

Docket #1042 Date Filed: 10/21/2016

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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed October 20, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

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

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

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

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

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to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof, collectively, the "**Excess Equipment**") and the sublease agreements identified on Schedule 2 to the Motion (the "**Subleases**") and relating to certain Excess Equipment identified on Schedule 2 to the Motion (the "**Subleased Equipment**"); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors' First Motion to Reject Certain Equipment Leases and Subleases, dated as of May 5, 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in

its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, and (x) in the case of the Subleases, the Sublessees; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and the objections to the Motion filed by certain Lessors and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of each of the Leases of Excess Equipment listed on Schedule 1 attached to this Order is authorized and approved as of the later of (i) the date set forth next to each item of Excess Equipment on Schedule 1 attached to this Order or (ii) the date of entry of this Order (such later date, the "**Effective Date**") and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the relevant Effective Date of the Leases underlying the Subleased Equipment. The Debtors shall make available to the

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

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

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

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

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

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

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

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

and/or payment to the Debtors of storage and other attendant costs including without limitation all legal fees. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

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

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

9. Subject to ordered paragraphs 10 through 15, if any Replacement Equipment installed on, or returned with, the Affected Equipment has not been previously substituted pursuant to the terms of the relevant Lease, the Debtors shall, if requested by the affected Lessor, formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the Lessor free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance

parties under related aircraft financings)) by providing a bill of sale to the Lessor of such Replacement Equipment.

10. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not permitted under the relevant Lease, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to Substitute Equipment, (ii) the Debtors shall cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also with the same secured party) or by the same beneficial owner and leased to the Debtors under separate leases, then the Debtors may surrender such Replacement Equipment to the Lessor in lieu of the Original

Equipment and the Replacement Equipment shall thereafter be released from the relevant Lease and any liens in favor of the secured party with respect to such Replacement Equipment, and the Original Equipment shall be subject to such lease or mortgage and any such liens.

13. In lieu of providing Replacement Equipment pursuant to this Order, the Debtors may, in the Debtors' sole discretion, make the Original Equipment (to the extent such Original Equipment is in the Debtors' possession) available to an affected Lessor at the location where such Original Equipment is situated, whether or not such Original Equipment is at the same location as the Affected Equipment, or make Substitute Equipment (having the same value and utility to the otherwise required Replacement Equipment) available to the affected Lessor at the location where the Affected Equipment is situated by installing such Substitute Equipment on the Affected Equipment, and in these circumstances, the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

15. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One (Norway AS) Support By The Hour Agreement Standard Exchange Agreements between Heli-One and

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

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

17. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby and comply with the provisions of this Order.

18. Claims arising out of any rejection effected pursuant to these procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar Date**"), on or before the later of (i) the Bar Date, or (ii) 30 days after the Effective Date with respect to the

item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

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

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

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

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

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

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

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

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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

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

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

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

EXCESS EQUIPMENT[1]

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Helicopters (Barbados) SRL	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2395	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3103 1162	Heli-One Poland Panattoni Park Rzeszów Jasionka 950C 36-002 Jasionka Poland	October 18, 2016

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				
2	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2	Manufacturer: Turbomeca Model: Makila 1A2	Heli-One Poland Panattoni Park Rzeszów Jasionka 950C 36-002 Jasionka Poland	October 18, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519	Serial Number: 2567	Serial Numbers: 409 217		
3	Heli-One	Lessor:	Manufacturer:	Manufacturer:	H1 Hangar -	October

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	Leasing ULC	Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade,	Sikorsky Model: S76C++ Serial Number:760687	Turbomeca Model: Arriel 2S2 Serial Numbers: 42169 42048	4300 - 80th Street, Delta, V4K 3N3 Canada	18, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				
4	Heli-One Leasing ULC	Lessor: Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: The Royal Bank of Scotland PlcAddress: Head of FinanceThe Quadrangle, The Promenade, Cheltenham GL50 1PX, United KingdomFax: 01242 233519	Manufacturer: Sikorsky Model: S76C++ Serial Number:760711	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42158 42161	Heritage Hangar - 7630 Montreal Street, Delta, V4K 0A7 Canada	October 18, 2016
5	Heli-One	Lessor:	Manufacturer:	Manufacturer:	Hangar 3 - Unit	October

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
	Leasing ULC	Lombard North Central Plc Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558 Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186 Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade,	Sikorsky Model: S76C++ Serial Number:760743	Turbomeca Model: Arriel 2S2 Serial Numbers: 42083 21041	3, 4340 King Street, Delta, V4K 0A5 Canada	18, 2016

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Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519				

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Schedule 2[3]

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

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

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
			Limited	Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	
4	760687	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
5	760687	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016
6	760711	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
7	760711	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016
8	760743	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	October 18, 2016
9	760743	Sub-Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations Canada (2008) ULC	October 18, 2016

SCHEDULE "I"

Order Authorizing CHC Global Operations (2008) ULC to Reject a Conference Contract

Docket #0971 Date Filed: 10/14/2016

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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed October 14, 2016

United States Bankruptcy Judge

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

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

ORDER AUTHORIZING CHC GLOBAL OPERATIONS 2008 (ULC) TO REJECT A CONFERENCE CONTRACT PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

Upon the motion dated September 16, 2016 (the "**Motion**"),[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to sections 105(a) and 365(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6004 and 6006 of the Federal Rules of

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

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Bankruptcy Procedure (the "**Bankruptcy Rules**") for entry of an order (this "**Order**") authorizing CHC Global Operations (2008) ULC ("**GO 2008**") to reject a contract with a hotel and conference center in Vancouver, Canada (the "**Westin Contract**"), as more fully described on **Schedule 1** annexed hereto, including any amendments or modifications thereto, (and the counterparty thereto, the "**Contract Counterparty**"), effective as of the date of this Order, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Kenneth H. Eckstein, Esq., and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International

Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) the Contract Counterparty; and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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

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

4. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; (iii) an admission that the Westin Contract is integrated with any other contract or lease; (iv) a waiver by the Debtors of their right to assert that the Westin Contract was terminated prior to the Petition Date; (v) a waiver or limitation of the Debtors' right to assert at a later date that the Westin Contracts is not an executory contract, or (vi) a concession or evidence that the Westin Contract has not expired, been terminated, or is otherwise currently not in full force and effect.

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

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

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

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

/s/ Gary T. Holtzer

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IN THE SUPREME COURT
OF
BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

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

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

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

ORDER MADE AFTER APPLICATION

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