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Attorneys for Debtors and Debtors in Possession

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

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

NOTICE OF FILING OF (A) REVISED PROPOSED ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) ESTABLISHING RIGHTS OFFERING PROCEDURES (IV) SCHEDULING CONFIRMATION HEARING AND (V) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PROPOSED PLAN PURSUANT TO SECTIONS 105, 1125, 1126, 1128, AND 1145 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 3001, 3003, 3016, 3017, 3018, 3020, AND 9006 AND LOCAL RULES 2002-1, 3017-1, 3018-1, AND 3020-1 AND (B) RIGHTS OFFERING FORMS

PLEASE TAKE NOTICE that, on November 11, 2016, CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the

"**Debtors**"),[1] filed the *Motion for Entry of an Order (i) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (ii) Establishing Solicitation and Voting Procedures, (iii) Establishing Rights Offering Procedures, (iv) Scheduling Confirmation Hearing, and (v) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan Pursuant to Sections 105, 1125, 1126, 1128 and 1145 of the Bankruptcy Code and Bankruptcy Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 and Local Rules 2002-1, 3017-1, 3018-1, and 3020-1* [Docket No. 1173] (the "**Disclosure Statement Motion**")[2] with the Bankruptcy Court for the Northern District of Texas, Dallas Division, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, Texas 75242 (the "**Bankruptcy Court**"). **You were previously served with a copy of the Disclosure Statement Motion.**

PLEASE TAKE FURTHER NOTICE that, on December 5, 2016, the Debtors filed the *Revised Proposed Order (i) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (ii) Establishing Solicitation and Voting Procedures, (iii) Establishing Rights Offering Procedures, (iv) Scheduling Confirmation Hearing, and (v) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan Pursuant to Sections 105, 1125, 1126, 1128 and 1145 of the Bankruptcy Code and Bankruptcy Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 and Local Rules 2002-1, 3017-1, 3018-1, and 3020-1* [Docket No. 1287] (the "**First Revised Proposed Order**").

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

[2] All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement Motion and the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that, contemporaneously herewith, the Debtors are filing a second amended Plan and a further revised Proposed Disclosure Statement. A hearing to consider the Disclosure Statement Motion and the adequacy of the Proposed Disclosure Statement is scheduled for **December 20, 2016 at 9:00 a.m. (prevailing Central Time)** (the "**Disclosure Statement Hearing**"). The Disclosure Statement Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Disclosure Statement Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Bankruptcy Court will schedule the Confirmation Hearing at the Disclosure Statement Hearing.

PLEASE TAKE FURTHER NOTICE that the Debtors have filed a second revised proposed form of order approving the Disclosure Statement Motion and accompanying exhibits thereto (the "**Second Revised Proposed Order**"). A copy of the Second Revised Proposed Order is attached hereto as **Exhibit B**, and a blackline comparing the Revised Proposed Order and accompanying exhibits to the First Revised Proposed Order and accompanying exhibits is attached hereto as **Exhibit C**.

PLEASE TAKE FURTHER NOTICE that a blackline comparing the updated Form of Senior Secured Notes Claims Beneficial Holder Subscription Form and the updated Form of Unsecured Notes Claims Beneficial Holder Subscription Form to the previously filed versions of these forms is attached hereto as **Exhibit D**.

PLEASE TAKE FURTHER NOTICE that, to the extent that the Debtors make further revisions to the Second Revised Proposed Order or the exhibits thereto prior to the Disclosure Statement Hearing, the Debtors will present further blacklined copies of such revised documents to the Bankruptcy Court either at or before the Disclosure Statement Hearing.

Dated: December 20, 2016
Dallas, Texas

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

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Attorneys for Debtors and Debtors in Possession

EXHIBIT A

Debtors

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

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

EXHIBIT B

Second Revised Proposed Order

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

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

ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) ESTABLISHING RIGHTS OFFERING PROCEDURES (IV) SCHEDULING CONFIRMATION HEARING AND (V) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OFTHE PROPOSED PLAN PURSUANT TO SECTIONS 105, 1125, 1126, 1128, AND 1145 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 3001, 3003, 3016, 3017, 3018, 3020, AND 9006 AND LOCAL RULES 2002-1, 3017-1, 3018-1, AND 3020-1

Upon the Motion, dated November 11, 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, 1125, 1126, 1128, and 1145 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rules 2002-1, 3017-1, 3018-1, and 3020-1, of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**") for (a) approval of the form and manner of notice and hearing to consider the Proposed Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1172] (and as further amended, the "**Proposed Disclosure Statement**"), (b) approval of the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (c) approving the proposed procedures of the Rights Offering (the "**Rights Offering Procedures**"), (d) scheduling a hearing (the "**Confirmation Hearing**") to consider confirmation of the proposed Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1171] (and as further amended, the "**Plan**"), (e) approval of the solicitation procedures for the Plan, and (f) approval of confirmation procedures for the Plan, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28

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

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. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 2021 McKinney Avenue, Suite 1600, 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. and Jason P. Rubin, Esq.), 1333 New Hampshire Ave. N.W., Washington D.C. 20036 (Attn: James Savin, 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., Andrew V. Tenzer, Esq., and Michael E. Comerford, 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) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Disclosure Statement Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Disclosure Statement Hearing; and upon the record of the Disclosure Statement Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

1. The procedures described in the Motion pursuant to which the Debtors provided notice to parties of the time, date, and place of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline, including the form and content of the Disclosure Statement Notice, provided due, proper, and adequate notice, comport with due process, and comply with Bankruptcy Rules 2002 and 3017 and Local Rules 2002-1 and 3017-1. No further notice is required.

2. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code and complies with Bankruptcy Rule 3016(c). No further information is necessary.

3. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018.

4. Pursuant to the Plan, holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) are impaired and are entitled to receive distributions under the Plan. Accordingly, holders of Allowed Claims in such classes are entitled to vote on account of such Claims (to the extent set forth herein).

5. Pursuant to the Plan, holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 9 (Intercompany Claims), and Class 11 (Intercompany Interests) are Unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan and are not entitled to vote on account of such Interests.

6. Pursuant to the Plan, holders of Interests in Class 10 (Existing CHC Interests) are Impaired and will receive no recovery and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, are conclusively presumed to reject the Plan and are not entitled to vote on account of such Interests.

7. The proposed procedures for distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all

interested parties of the Voting Record Date, Voting Deadline, Rights Offering Expiration, Plan Objection Deadline, Confirmation Hearing, and other related matters.

8. The Notices of Non-Voting Status, substantially in the form attached hereto as **Exhibits 10 and 11**, comply with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to holders of Claims and Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), and Class 10 (Existing CHC Interests) of their non-voting status. No further notice is necessary.

9. The ballots substantially in the forms annexed hereto as **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9** (collectively, the "**Ballots**"), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

10. The period proposed by the Debtors in the Motion during which the Debtors will solicit votes to accept the Plan is a reasonable and sufficient period of time for holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

11. The procedures set forth in the Motion for tabulating Ballots are fair and appropriate.

12. The Rights Offering Procedures, as set forth in Section XIII of the Disclosure Statement, are fair and appropriate.

13. The offering forms, to be distributed substantially in the forms annexed hereto as **Exhibits 12, 13, 14, 15, 16, and 17** (collectively, the "**Offering Forms**"), including

all instructions provided therein, provide adequate information and instructions for each individual entitled to participate in the Rights Offering. No further information or instructions are necessary.

14. The procedures set forth in the Motion regarding notice to all parties of the Confirmation Hearing and the Plan Objection Deadline, including the form and content of the Confirmation Hearing Notices, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002, 3017 and 3020. No further notice is required.

15. All other notices to be provided pursuant to the procedures set forth in the Motion are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

16. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.

3. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the proposed injunction, exculpation, and release provisions contained in Sections 10.7, 10.8, and 10.9 of the Plan, in accordance with Bankruptcy Rule 3016(c).

4. The form and manner of service of the Disclosure Statement Notice complied with all applicable Bankruptcy Rules and Local Rules and no further notice is necessary.

5. All objections, if any, to the Proposed Disclosure Statement, the Motion, or any of the procedures or exhibits referenced therein that have not been withdrawn or resolved as provided for in the record of the Disclosure Statement Hearing are overruled; provided that nothing contained in this Order shall affect any party's right to object to confirmation of the Plan.

Solicitation Procedures

Parties Entitled to Vote

6. Pursuant to the Plan, the following classes are Impaired but entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (collectively, the "**Voting Classes**"):

Class	Description
Class 3	Revolving Credit Agreement Claims
Class 4	ABL Credit Agreement Claims
Class 5	Senior Secured Notes Claims
Class 6	Unsecured Notes Claims
Class 7	General Unsecured Claims
Class 8	Convenience Claims

7. A creditor who holds a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

(a) as of the Voting Record Date (as defined below), the outstanding amount of such creditor's Claim is zero ($0.00);

(b) as of the Voting Record Date, such creditor's Claim has been disallowed, expunged, disqualified or suspended;

(c) such creditor has not filed a proof of Claim as of the Voting Record Date and the Debtors have not scheduled such creditor's Claim or scheduled such creditor's claim in an undetermined amount or as contingent, unliquidated, or disputed; or

(d) such creditor's Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

8. Pursuant to the Plan, the Unimpaired Classes are conclusively deemed to accept the Plan and, accordingly, are not entitled to vote on the plan.

9. Holders of Existing CHC Interests are expected to receive no recovery under the Plan. Such holders are deemed to reject the Plan and are not entitled to vote on the plan.

10. Holders of Claims or Interests in the following classes constitute the Non-Voting Classes:

Class	Description	Impairment	Acceptance / Rejection
Class 1	Other Priority Claims	Unimpaired	Deemed to accept
Class 2	Other Secured Claims	Unimpaired	Deemed to accept
Class 9	Intercompany Claims	Unimpaired	Deemed to accept
Class 10	Existing CHC Interests	Impaired	Deemed to reject
Class 11	Intercompany Interests	Unimpaired	Deemed to accept

Temporary Allowance / Disallowance of Claims

11. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim within a Voting Class is temporarily Allowed in an amount equal to the amount of such Claim either as set forth in the Schedules or in a properly filed proof of Claim; *provided*, *however*, that:

(a) If a proof of Claim was timely filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is temporarily Allowed for voting purposes in the amount set forth on such

proof of Claim, unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below (in which case, such Claim is disallowed for voting purposes);

(b) If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court;

(c) If a Claim is listed in the Schedules as contingent, unliquidated, undetermined, or disputed and a proof of Claim has not been timely filed as of the Voting Record Date, such Claim is disallowed for voting purposes (and pursuant to this Court's prior order, also for purposes of distribution pursuant to Bankruptcy Rule 3003(c));

(d) If a proof of Claim was timely filed by the Voting Record Date in an amount that is contingent or unliquidated, such Claim is accorded one vote and valued temporarily in the amount of one dollar ($1.00), unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below;

(e) If a Claim is listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is liquidated, non-contingent, and undisputed, unless such Claim is disputed as set forth in subparagraph (f) below; and

(f) If the Debtors have filed an objection to or a request for estimation of a Claim on or before **[__], [__], 201_**, such Claim is temporarily disallowed for voting purposes, except as ordered by the Court before the Voting Deadline; *provided*, *however*, that, if the Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by this Court before the Voting Deadline;

(g) If a Claim is listed in the Schedules of CHC Helicopter Australia Pty Ltd., Lloyd Helicopter Services Pty Ltd., Lloyd Helicopters Pty Ltd., Lloyd Bass Strait Helicopters Pty Ltd., or Lloyd Helicopters International Pty Ltd. (each, an "Australian Debtor, and collectively, the "Australian Debtors"), and a related proof of Claim has not been timely filed by the Voting Record Date, such Claim will be Allowed for voting purposes at each of the Australian Debtors; provided, however, that the treatment of such Claim(s) for distribution purposes will be governed by the Plan;

(h) If a Claim is listed in the Schedules of the Australian Debtors and a related proof of Claim has been timely filed by the Voting Record Date,

such Claim will be Allowed for voting purposes only at the Australian Debtor(s) against which the timely filed proof of Claim was filed; provided, however, that the treatment of such Claim(s) for distribution purposes will be governed by the Plan.

(i) If a Claim is listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date, but the Debtors' records indicate that such Claim has since been paid, the claimant will not receive a Ballot.

(j) If the Debtors and the Voting Agent determine, in their discretion after reasonable review, that a claimant has filed duplicative proofs of Claim against the same Debtor, only the last filed proof of Claim will be used for the purposes of tabulating votes, regardless of whether the Debtors have objected to such duplicative proof of Claim;

(k) If a proof of Claim has been amended by a later filed proof of Claim, the claimant shall be entitled to vote with respect to the later filed amending Claim, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim;

(l) The Debtors and the Voting Agent will determine, in their discretion after reasonable review, whether each General Unsecured Claim listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date is properly characterized as a Primary General Unsecured Claim or a Secondary General Unsecured Claim for voting purposes. Such characterization shall be listed on the Ballot; however, such characterization for voting purposes will not prejudice the creditor's, the Debtors', the Creditors' Committee's, or the Post-Effective Date Committee's rights to subsequently challenge the characterization of such Claim for distribution purposes; and

(m) If a Claim related to one or more helicopter lease obligations is listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date, and some portion of the Claim is purportedly secured, but it has not yet been determined what, if any, portion of the Claim is actually secured, the Claim will be Allowed for voting purposes in Class 7 in the amount of the face value of the Claim; provided, however, that if any of the other voting guidelines set forth in subparagraphs (a)-(l) above apply, they will supersede this rule, and the treatment of such Claim(s) for distribution purposes will be governed by the Plan.

12. For the avoidance of doubt, treatment and characterization of Claims for voting purposes does not prejudice a creditor's, the Debtors', the Creditors' Committee's, or the Post-Effective Date Committee's rights to challenge the amount, characterization,

classification, or secured or unsecured status of such Claim(s) for allowance or distribution purposes.

13. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes or the classification of its Claim for voting purposes, such creditor must file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount or classification (a "**Rule 3018(a) Motion**"). Upon the filing of a Rule 3018(a) Motion, such creditor's Ballot will be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount and/or different Class by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before [**_____], [_____], 201_ at [_:00 _.m.] (prevailing Central Time)**.

The Voting Record Date

14. The Voting Record Date shall be set as [**___, ___, 201**_]. Only holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) as of the Voting Record Date who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan.

15. The record holders of Claims shall be determined, as of the Voting Record Date, based upon the records of the Debtors and the Voting Agent. Accordingly, any notice of claim transfer received by the record holder of the Debtors' debt securities, the Debtors, the Voting Agent, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of the Plan confirmation materials.

16. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to transfer such Claim are completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

Solicitation Packages

17. The Solicitation Packages are **APPROVED**.

18. The Debtors shall mail the Solicitation Packages **no later than five (5) business days** following the date of entry of the Proposed Order (the "**Solicitation Date**") to (i) the U.S. Trustee, (ii) holders of Claims in Voting Classes entitled to vote on the Plan as of the Voting Record Date, and (iii) holders of Claims in Class 10 (Existing CHC Interests), as required by Bankruptcy Rule 3017(d).

19. Solicitation Packages shall contain a copy of:

(a) this Order (without attachments);

(b) the Confirmation Hearing Notice;

(c) a CD-ROM containing the Disclosure Statement, which shall include the Plan as an attachment (except as provided below); and

(d) if the recipient is entitled to vote on the Plan, a Ballot customized for such holder in the form described below, and a postage-prepaid return envelope; and

(e) if the recipient is a holder of a Class 5 (Senior Secured Notes Claim) or a Class 6 (Unsecured Notes Claim), an Offering Form

(f) if the recipient is a holder of a Claim or Interest in a Non-Voting Class and, therefore, not entitled to vote on the Plan (as set forth herein), then only the Confirmation Hearing Notice and the applicable Notice of Non-Voting Status as defined and described more fully in the Motion.

20. In addition, recipients in Classes 6 and 7 who are entitled to vote on the Plan shall receive a copy of a letter from the Creditors Committee recommending that unsecured creditors vote to accept the Plan.

21. Any creditor for which service by CD-ROM poses a hardship may request an additional copy of the Disclosure Statement (and attachments) in paper format by contacting KCC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Upon receipt of a telephonic or written request, the Debtors will provide such creditor with a paper copy of the Plan and the Disclosure Statement at no cost to the creditor **within five (5) days** thereafter.

22. The Debtors shall not be required to send Solicitation Packages to creditors that have Claims that have already been paid in full; *provided*, *however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

23. With respect to addresses from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Voting Deadline, and failure to mail Solicitation Packages or any

other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notice of Non-Voting Status

24. The Notice of Non-Voting Status is **APPROVED**.

25. To the holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), the Debtors shall send a Notice of Non-Voting Status – Unimpaired Classes substantially in the form attached hereto as **Exhibit 10**.

26. To the holders of Interests in Class 10 (Existing CHC Interests), the Debtors shall send a Notice of Non-Voting Status – Deemed to Reject Class substantially in the form attached hereto as **Exhibit 11** in lieu of a Ballot in the Solicitation Package.

Ballots

27. The Ballots are **APPROVED**.

28. The Voting Deadline shall be **[_____, _____], 201_ at 5:00 p.m. (prevailing Central Time).**

29. All Ballots must be properly executed, completed, and delivered to the Voting Agent by first-class mail, overnight courier, or hand delivery, so that they are **actually received** by the Voting Agent no later than the Voting Deadline.

30. With respect to Ballots that will be sent to holders of Claims entitled to vote in Class 5 (Senior Secured Notes Claims) and in Class 6 (Unsecured Notes Claims), the Debtors propose to deliver Ballots to record holders of such Claims, including, without limitation, representatives such as brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (collectively, the "**Nominees**"). Once the Voting Record Date has

passed, the Debtors shall cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including a Master Ballot (as hereinafter defined) and sufficient beneficial ballots (the "**Beneficial Holder Ballots**"), to distribute via first class mail to the beneficial holders of the Claims in Classes 5 and 6 as of the Voting Record Date for whom such Nominee acts (collectively, the "**Beneficial Holders**").

31. Such Nominees shall, upon receipt of the Solicitation Packages, promptly distribute such Solicitation Packages to Beneficial Holders (including Beneficial Holder Ballots) using the following method **within five (5) business days** of receipt of the Solicitation Packages:

> The Nominee shall obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the "**Master Ballot**") compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with the Master Ballot). Each Nominee should advise its Beneficial Holders to return their Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

Tabulation Procedures

32. The following tabulation procedures are **APPROVED**.

(a) Whenever a creditor casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before

the Voting Deadline shall be deemed to reflect such creditor's intent, and thus, to supersede any prior Ballot.

(b) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

(c) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

(d) A creditor shall be deemed to have voted the full amount of its Claim in each class and shall not be entitled to split its vote within a particular class or between more than one Debtor. Any creditor's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.

(e) A creditor who holds Claims against more than one Debtor who casts a single Ballot shall have its votes counted separately with respect to each such Debtor.

(f) Whenever a creditor casts multiple Ballots received by the Voting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

(g) The Beneficial Holder Ballots provided to Beneficial Holders will reflect the principal amount of such Beneficial Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Beneficial Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Petition Date and the Voting Record Date including, without limitation, interest.

(h) The following Ballots shall not be counted:

i. Any Ballot received after the Voting Deadline, unless the Debtors, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;

ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

iii. Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;

iv. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;

v. Any unsigned Ballot;

vi. Any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. Any Ballot transmitted to the Voting Agent by facsimile or other means not specifically approved herein.

(i) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims.

33. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its Claim therefor.

34. To assist in the solicitation process, the Voting Agent may, but is not obligated to, contact parties that submit incomplete or otherwise deficient ballots to make a reasonable effort to cure such deficiencies. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

35. The Debtors and/or their Voting Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, with the consent of the Creditors'

Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, which determination will be final and binding.

36. The Debtors are authorized to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful.

37. The Debtors are further authorized to reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their Claim holders, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor in accordance with the foregoing sentence will be final and binding on all parties.

38. The Debtors or their Voting Agent shall file the Ballot Certification on or before [___], [___], 201_.

Rights Offering Procedures

39. The Rights Offering Procedures, including the Rights Commencement Date and the Rights Expiration Time, as set forth in Section XIII of the Disclosure Statement, are **APPROVED**.

40. The Debtors are hereby authorized and empowered to conduct the Rights Offering pursuant to the terms and provisions of the Rights Offering Procedures, and may take such actions, as necessary to effectuate the Rights Offering.

The Confirmation Hearing

41. The Confirmation Hearing shall be held on **[_____, _____], 201_ at __:__ (_.m.) (prevailing Central Time)**; *provided*, *however*, that the Confirmation Hearing

may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Objection Procedures

42. The Debtors are authorized to file and serve a supplement to the Plan on or before **[_____, _____], 201_.**

43. The deadline to object or respond to confirmation of the Plan shall be **[_____, _____, 201_ at _:00 _.m.] (prevailing Central Time)** (the "**Plan Objection Deadline**").

44. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; and (d) set forth the basis for the objection and the specific grounds therefor.

45. Registered users of this Court's case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242 on or before the Plan Objection Deadline.

46. Pursuant to Bankruptcy Rule 3017, any objection or response also must be served upon and received by the following parties no later than the Plan Objection Deadline:

Debtors

CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
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Attn: Meredyth Kippes

Counsel to the Debtors

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Counsel to the Debtors

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Anupama Yerramalli
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ayerramalli@kramerlevin.com
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Richard P. Borden
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1333 New Hampshire Ave. N.W.
Washington, D.C. 20036
Attn: James Savin
Fax: (202) 887-4288
Email: jsavin@akingump.com

Counsel to Milestone and its affiliates

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attn: Michael G. Burke
Fax: (212) 839-5599
Email: mgburke@sidley.com

Counsel to the Senior Secured Notes Indenture Trustee

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New York, NY 10178
Attn: Glenn E. Siegel
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Email:glenn.siegel@morganlewis.com

Morgan, Lewis & Bockius LLP,
1717 Main Street, Suite 3200
Dallas, TX 75201
Attn: Jillian Harris
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Counsel to the Indenture Trustee Under the 2021 Notes

Chadbourne & Parke LLP
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Marian Baldwin Fuerst
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Email:crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

47. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

48. The Debtors and any parties in interest are authorized to file and serve replies or an omnibus reply to any such objections along with a brief in support of confirmation

of the Plan (the "**Confirmation Brief**") either separately or in a single, consolidated document on or before [_____],[___], 201_ at [__]:00 [__].m. (prevailing Central Time).

Confirmation Hearing Notice

49. The Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1** is **APPROVED**.

50. The form and proposed manner of service of the Confirmation Hearing Notice comply with all applicable Bankruptcy Rules and Local Rules, and no further notice is necessary.

51. The Debtors shall submit the Confirmation Hearing Notice for publication in *The Wall Street Journal* (Global Edition—North America, Europe, and Asia), *The Globe and Mail*, and *Cayman Gazette* **within five (5) business days** after the entry of the Proposed Order approving the Disclosure Statement or as soon as practicable thereafter.

General

52. The Debtors are authorized to make non-substantive changes (subject to the consent rights provided in the Plan Support Agreement, dated October 11, 2016, to which each Debtor is a party), to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

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

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

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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Telephone: (214) 746-7700
Facsimile: (214) 746-7777
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-and-

Gary T. Holtzer (*pro hac vice*)
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Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

Confirmation Hearing Notice

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

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

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PLAN, (IV) PROCEDURES AND DEADLINE FOR OBJECTING TO THE CONFIRMATION OF THE PLAN, AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

CHC Group Ltd.	Case No. 16-31854
6922767 Holding SARL	Case No. 16-31855
Capital Aviation Services B.V.	Case No. 16-31856
CHC Cayman ABL Borrower Ltd.	Case No. 16-31857
CHC Cayman ABL Holdings Ltd.	Case No. 16-31858
CHC Cayman Investments I Ltd.	Case No. 16-31859
CHC Den Helder B.V.	Case No. 16-31860
CHC Global Operations (2008) ULC	Case No. 16-31862
CHC Global Operations Canada (2008) ULC	Case No. 16-31870
CHC Global Operations International ULC	Case No. 16-31879
CHC Helicopter (1) S.à r.l.	Case No. 16-31892
CHC Helicopter (2) S.à r.l.	Case No. 16-31895
CHC Helicopter (3) S.à r.l.	Case No. 16-31878
CHC Helicopter (4) S.à r.l.	Case No. 16-31882
CHC Helicopter (5) S.à r.l.	Case No. 16-31890
CHC Helicopter Australia Pty Ltd	Case No. 16-31872
CHC Helicopter Holding S.à r.l.	Case No. 16-31875
CHC Helicopter S.A.	Case No. 16-31863
CHC Helicopters (Barbados) Limited	Case No. 16-31865
CHC Helicopters (Barbados) SRL	Case No. 16-31867
CHC Holding (UK) Limited	Case No. 16-31868
CHC Holding NL B.V.	Case No. 16-31874
CHC Hoofddorp B.V.	Case No. 16-31861
CHC Leasing (Ireland) Limited	Case No. 16-31864
CHC Netherlands B.V.	Case No. 16-31866
CHC Norway Acquisition Co AS	Case No. 16-31869
Heli-One (Netherlands) B.V.	Case No. 16-31871
Heli-One (Norway) AS	Case No. 16-31876
Heli-One (U.S.) Inc.	Case No. 16-31881
Heli-One (UK) Limited	Case No. 16-31888
Heli-One Canada ULC	Case No. 16-31893
Heli-One Holdings (UK) Limited	Case No. 16-31894
Heli-One Leasing (Norway) AS	Case No. 16-31886
Heli-One Leasing ULC	Case No. 16-31891
Heli-One USA Inc.	Case No. 16-31853

Heliworld Leasing Limited	Case No. 16-31889
Integra Leasing AS	Case No. 16-31885
Lloyd Bass Strait Helicopters Pty. Ltd.	Case No. 16-31883
Lloyd Helicopter Services Limited	Case No. 16-31873
Lloyd Helicopter Services Pty. Ltd.	Case No. 16-31877
Lloyd Helicopters International Pty. Ltd.	Case No. 16-31880
Lloyd Helicopters Pty. Ltd.	Case No. 16-31884
Management Aviation Limited	Case No. 16-31887

PLEASE TAKE NOTICE THAT:

1. ***Approval of Disclosure Statement***. On [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, "**Disclosure Statement**")[1] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Disclosure Statement Order**") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Plan**").

2. ***Confirmation Hearing***. A hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") has been scheduled for **[_____], 201_ at [__:__][_.m.] (prevailing Central Time)**, before the Honorable Barbara J Houser, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement or providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. ***Voting Record Date***. Holders of Claims against the Debtors in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Notes Claims), and Class 8 (Convenience Claims) as of **[_____], 201_** (the "**Voting Record Date**").

4. ***Voting Deadline***. All votes to accept or reject the Plan must be **actually received** by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC, by no later than **[_____], 201_ at 5:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. ***Parties in Interest Not Entitled to Vote***. Holders of Unimpaired Claims and holders of Existing CHC Interests are not entitled to vote on the Plan and will not receive a Ballot. If all or a portion of your claim has been disallowed for voting purposes and you believe that you should be entitled to vote on the Plan in a different amount or class, then by [_____] you must serve on the parties identified in paragraph 7 below and file with the Bankruptcy Court a motion (a "**Rule 3018(a) Motion**") for an order pursuant to Rule 3018(a) of the Bankruptcy

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

Rules temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

6. ***Objections to Confirmation***. The deadline to object or respond to confirmation of the Plan is **[____], 201_ at [_:__ _.m.] (prevailing Central Time)** (the "**Plan Objection Deadline**").

7. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (d) provide the basis for the objection and the specific grounds therefor; and (e) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, and served upon the following parties so as to actually be received by the Plan Objection Deadline:

Debtors
CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Office of the U.S. Trustee
Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
Dallas, Texas 75242
Attn: Meredyth Kippes

Counsel to the Debtors
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Kelly DiBlasi
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kelly.diblasi@weil.com

Counsel to the Debtors
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Counsel to the Official Committee of Unsecured Creditors
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Counsel to the Official Committee of Unsecured Creditors
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Richard P. Borden
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Paul Hastings LLP
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mbaldwinfuerst@chadbourne.com

8. IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

9. ***Parties That Will Not Be Entitled to Vote or Receive Any Distribution.*** Any holder of a Claim that is scheduled in the Debtors' Schedules at $0, or in an unknown amount, or as disputed, contingent, or unliquidated, and that has not filed a timely proof of claim, shall not be treated as a creditor with respect to such Claim for purposes of receiving voting distributions under the Plan. **PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.**

10. **IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

11. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other Solicitation Materials should contact the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Interested parties may also review the Disclosure Statement and the Plan free of charge at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

12. ***Releases and Injunctions.*** **Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be binding on all holders**

of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus, you are advised to review and consider the Plan carefully because your rights may be affected thereunder.

13. ***Plan Supplement.*** The Debtors will file and serve any supplement to the Plan on or before [___, ____, 201_].

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
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-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT 2

Form of Revolving Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 3: REVOLVING CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 3 Revolving Credit Agreement Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 3 Revolving Credit Agreement Claim under the Plan.

All Revolving Credit Agreement Claims against the Debtors have been placed in Class 3 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT**.
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 3 (REVOLVING CREDIT AGREEMENT CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 3 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a Revolving Credit Agreement Claim in Class 3, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 3 claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLESAE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 3 Revolving Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Revolving Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Principal Amount of Revolving Credit Agreement Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 3 Revolving Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check <u>one</u> box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

<u>Section 10.7(b) of the Plan contains the following Release provision</u>:

> **<u>Releases by Holders of Claims and Interests</u>. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission,**

other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 3 Revolving Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 3 Revolving Credit Agreement Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 3 Revolving Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Revolving Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 3

Form of ABL Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 4: ABL CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 4 ABL Credit Agreement Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 ABL Credit Agreement Claim under the Plan.

All ABL Credit Agreement Claims against the Debtors have been placed in Class 4 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT**.
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 4 (ABL CREDIT AGREEMENT CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 4 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 4 that actually vote on the Plan. In the event that Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 4 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold an ABL Credit Agreement Claim in Class 4, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

f. if you hold Class 4 Claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 ABL Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a ABL Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Amount of ABL Credit Agreement Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 4 ABL Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check <u>one</u> box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

<u>Section 10.7(b) of the Plan contains the following Release provision</u>:

> **<u>Releases by Holders of Claims and Interests</u>. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan**

Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 4 ABL Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan.**

Item 4. **Certification as to Class 4 ABL Credit Agreement Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 4 ABL Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the ABL Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 4

Form of General Unsecured Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 7: GENERAL UNSECURED CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 7 General Unsecured Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 7 General Unsecured Claim under the Plan.

All General Unsecured Claims against the Debtors have been placed in Class 7 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5 AND ITEM 6 AND COMPLETE ITEM 6.
6. **SIGN THE BALLOT**.
7. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
8. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
10. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 7 (GENERAL UNSECURED CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 7 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 7 that actually vote on the Plan. In the event that Class 7 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 7 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a General Unsecured Claim in Class 7, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you elect to have your General Unsecured Claim irrevocably reduced to the amount of one hundred thousand dollars ($100,000) and therefore, to be treated as a Convenience Claim, check the box in Item 4;

d. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

e. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. if you hold Class 7 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;

h. provide your name and mailing address on your Ballot;

i. sign and date your Ballot and provide the remaining information requested; and

j. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 7 General Unsecured Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Primary General Unsecured Claim in the amount(s) provided in **Exhibit 1**, attached hereto, and of a Secondary General Unsecured Claim in the amount(s) provided in **Exhibit 2**, attached hereto.

Item 2. Vote on the Plan. The undersigned holder of a Class 7 General Unsecured Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional**

fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 7 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. **OPTIONAL – Convenience Claim Election.** Check the box below if you elect to have your Primary General Unsecured Claim irrevocably reduced to the amount of one hundred thousand dollars ($100,000) and, therefore, to be treated as a Convenience Claim in accordance with Section 4.8 of the Plan. By making this Convenience Claim election, your response to Item 2 above will be counted as a vote in Class 8 with respect to your Convenience Claim.[5] If you make a convenience Claim Election, you will not be entitled to any other recovery or distribution on account of your Primary General Unsecured Claim in Class 7 or any corresponding Secondary General Unsecured Claims.

☐ The undersigned certifies that it elects to voluntarily and irrevocably reduce the amount of its Allowed Primary General Unsecured Claim to one hundred thousand dollars ($100,000), such that it will be entitled to receive a distribution as a holder of a Convenience Claim pursuant to Section 4.8 of the Plan. Holders of General Unsecured Claims that make such election shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all of such holders' Claims that are based on the same liability or obligation as the Convenience Claim.

Item 5. **Certification as to Class 7 General Unsecured Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 7 General Unsecured Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

[5] Please consult Section 4.8 of the Plan for a complete description of the treatment of Convenience Claims.

Item 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the General Unsecured Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

Exhibit 1

Debtor(s)	**Amount of Class 7 Primary General Unsecured Claim**

Exhibit 2

Debtor(s)	**Amount of Class 7 Secondary General Unsecured Claim**

EXHIBIT 5

Convenience Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 8: CONVENIENCE CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 8 Convenience Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 8 Convenience Claim under the Plan.

All Convenience Claims against the Debtors have been placed in Class 8 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

11. COMPLETE ITEM 1.
12. COMPLETE ITEM 2.
13. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
14. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
15. **SIGN THE BALLOT**.
16. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
17. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
18. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
19. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLAIMS IN CLASS 8 (CONVENIENCE CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 8 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 8 that actually vote on the Plan. In the event that Class 8 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 8 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a Convenience Claim in Class 8, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

f. if you hold Class 8 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 8 Convenience Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Convenience Claim in the aggregate amount provided below.

Amount of Class 8 Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 8 Convenience Claim in the amount identified in Item 1 above hereby votes to:

Check <u>one</u> box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

<u>Section 10.7(b) of the Plan contains the following Release provision</u>:

> **<u>Releases by Holders of Claims and Interests</u>. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the**

solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 8 Convenience Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 8 Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 8 Convenience Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Convenience Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 6

Form of Senior Secured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

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)**

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the "**Master Ballot**"). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), or as the proxy holder for, one or more beneficial holders of a Class 5 Senior Secured Notes Claim as of **[_____], 201_** (the "**Voting Record Date**"), to transmit to the Voting Agent the votes of such beneficial holders (the "**Beneficial Holders**") in respect of their Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purpose of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Senior Secured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 5 (SENIOR SECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

   CHC Ballot Processing Center
   c/o KCC
   1290 Avenue of the Americas
   9th Floor
   New York, NY 10104

   This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including "**Beneficial Holder Ballots**") using the following method:

   You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:

   (a) Check the appropriate box in Item 1 on this Master Ballot;

(b) Provide the information requested in Item 2 and Item 3 of the Master Ballot, as transmitted to you by the Beneficial Holders of the Senior Secured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS SENIOR SECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

(c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.

(d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Senior Secured Notes Claims voted;

(e) Review the certification in Item 5 of this Master Ballot;

(f) Sign and date this Master Ballot, and provide the remaining information requested;

(g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;

(h) Contact the Voting Agent if you need any additional information; and

(i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Senior Secured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Senior Secured Notes Claims held by the Beneficial Holders of the Senior Secured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Senior Secured Notes Claims, and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Senior Secured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Senior Secured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 5 Senior Secured Notes Claims	**Principal Amount of Senior Secured Notes Claims Voted in Item 2 of the Beneficial Holder Ballot**			**Item 3** **If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	To Accept the Plan		**To Reject the Plan**	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. **Certification as to Transcription of Information from Item 4 as to Senior Secured Notes Claims Voted Through Other Beneficial Holder Ballots**. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Senior Secured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 5 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Senior Secured Notes Claims				
Your Customer Account Number for	Beneficial Holder's Customer Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent	Principal Amount of other Senior Secured

the Beneficial Holder	Number for Other Account		or Nominee for Other Account (if applicable)	Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 5 Senior Secured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable):_____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): ( ) _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 7

Form of Senior Secured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.[1]

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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)**

BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

You are receiving this Class 5 ballot (a "**Beneficial Holder Ballot**") because you are the beneficial holder of a claim arising under the 9.250% Senior Secured Notes due 2020 (the "**Senior Secured Notes**"), issued pursuant to the Indenture dated as of October 4, 2010 between CHC Helicopter S.A., as issuer, each of the guarantors therein, and The Bank of New York Mellon, as indenture trustee. The Plan classifies these claims as Senior Secured Notes Claims in Class 5.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "Nominee"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice**.

This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 5 Senior Secured Notes Claim under the Plan.

All Senior Secured Notes Claims against the Debtors have been placed in Class 5 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee's Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A "NOMINEE"), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or

Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT**.
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE
BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 5 SENIOR SECURED NOTES CLAIMS

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**

2. The Plan will be accepted by Class 5 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 5 that actually vote on the Plan. In the event that Class 5 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 5 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your Class 5 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201_, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will <u>not</u> be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:

   a. if you hold a Senior Secured Notes Claim in Class 5, cast one vote to accept or reject the Plan by checking the appropriate box in <u>Item 2</u>;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in section 10.7(b) of the Plan, check the box in <u>Item 3</u>

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 5 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Beneficial Holder Ballot;

h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and

i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. **Amount of Senior Secured Notes Claims**. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of a Senior Secured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Senior Secured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Senior Secured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Senior Secured Notes Claim:
$_____

Item 2. **Vote on the Plan**. The undersigned beneficial holder of a Class 5 Senior Secured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other**

Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 5 Senior Secured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 5 Senior Secured Notes Claims held in Additional Accounts**. The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 5 Senior Secured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Senior Secured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED SENIOR SECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 5 Senior Secured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Senior Secured Notes Claim for Which Other Ballot has been Submitted

Item 5. **Acknowledgements and Certification.** By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Senior Secured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 8

Form of Class 6 Unsecured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

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)**

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the "**Master Ballot**"). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), or as the proxy holder for, one or more beneficial holders of a Class 6 Unsecured Notes Claim as of **[_____], 201_** (the "**Voting Record Date**"), to transmit to the Voting Agent the votes of such beneficial holders (the "**Beneficial Holders**") in respect of their Unsecured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purposes of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Unsecured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 6 (UNSECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

   CHC Ballot Processing Center
   c/o KCC
   1290 Avenue of the Americas
   9th Floor
   New York, NY 10104

   This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including "**Beneficial Holder Ballots**") using one of the following two methods:

   You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:

(a) Check the appropriate box in Item 1 on this Master Ballot;

(b) Provide the information requested in Item 2 and Item 3 of this Master Ballot, as transmitted to you by the Beneficial Holders of the Unsecured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS UNSECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

(c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.

(d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Unsecured Notes Claims voted;

(e) Review the certification in Item 5 of this Master Ballot;

(f) Sign and date this Master Ballot, and provide the remaining information requested;

(g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;

(h) Contact the Voting Agent if you need any additional information; and

(i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Unsecured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Unsecured Notes Claims held by the Beneficial Holders of the Unsecured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Unsecured Notes Claims, and certifies that the following

Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Unsecured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Unsecured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 6 Unsecured Notes Claims	**Principal Amount of Unsecured Notes Claims Voted in Item 2 of the Beneficial Holder Ballot**			**Item 3** **If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	To Accept the Plan		**To Reject the Plan**	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. **Certification as to Transcription of Information from Item 4 as to Unsecured Notes Claims Voted Through Other Beneficial Holder Ballots**. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Unsecured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 6 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Unsecured Notes Claims				
Your Customer Account Number for	Beneficial Holder's Customer Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent	Principal Amount of other Unsecured

the Beneficial Holder	Number for Other Account		or Nominee for Other Account (if applicable)	Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 6 Unsecured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable):_____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): ( ) _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 9

Form of Class 6 Unsecured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.[1]

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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)**

BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

You are receiving this Class 6 ballot (a "**Beneficial Holder Ballot**") because you are the beneficial holder of a claim arising under the 9.375% unsecured notes due 2021 (the "**Unsecured Notes**"), issued pursuant to the Indenture dated as of May 13, 2013 between CHC Helicopter S.A., as issuer, each of the guarantors named therein, and The Bank of New York Mellon, as original indenture trustee. Law Debenture Trustee Company of New York is the successor indenture trustee for the Unsecured Notes. The Plan classifies these claims as Unsecured Notes Claims in Class 6.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Please be advised that the Voting Agent cannot provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 6 Unsecured Notes Claim under the Plan.

All Unsecured Notes Claims against the Debtors have been placed in Class 6 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee's Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A "NOMINEE"), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote, to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against

or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT**.
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE
BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 6 UNSECURED NOTES CLAIMS

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**

2. The Plan will be accepted by Class 6 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 6 that actually vote on the Plan. In the event that Class 6 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 6 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your Class 6 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201_, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will <u>not</u> be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:

   a. if you hold an Unsecured Notes Claim in Class 6, cast one vote to accept or reject the Plan by checking the appropriate box in <u>Item 2</u>;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in <u>Item 3</u>.

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 6 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Beneficial Holder Ballot;

h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and

i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. **Amount of Unsecured Notes Claims**. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of an Unsecured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Unsecured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Unsecured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Unsecured Notes Claim:
$_____

Item 2. **Vote on the Plan**. The undersigned beneficial holder of a Class 6 Unsecured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other**

Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided, however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 6 Unsecured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Releases in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 6 Unsecured Notes Claims held in Additional Accounts**. The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 6 Unsecured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Unsecured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED UNSECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 6 Unsecured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Unsecured Notes Claim for Which Other Ballot has been Submitted

Item 5. **Acknowledgements and Certification.** By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Unsecured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 10

Notice of Non-Voting Status – Unimpaired Classes

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

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

NOTICE OF NON-VOTING STATUS[1]

PLEASE TAKE NOTICE THAT, on [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, "**Disclosure Statement**")[2] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Order**") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, the "**Plan**"). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

***Releases and Injunctions*. Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus you are advised to consider the Plan carefully because your rights may be affected thereunder.**

[1] Pursuant to the Plan, the Unimpaired Classes deemed to accept the Plan are Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims).

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT 11

Notice of Non-Voting Status – Deemed to Reject Class

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

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

NOTICE OF NON-VOTING STATUS[1]

PLEASE TAKE NOTICE THAT, on [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, "**Disclosure Statement**")[2] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Order**") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, the "**Plan**"). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR INTEREST IN THE DEBTORS IS IMPAIRED AND WILL RECEIVE NO RECOVERY AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

If you have any questions about the status of your Interest or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's

[1] Pursuant to the Plan, the Impaired Class deemed to reject the Plan is Class 10 Existing CHC Interests.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT 12

Form of Senior Secured Notes Claims Master Subscription Form

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)**

MASTER SUBSCRIPTION FORM FOR SECURED NOTES SUBSCRIPTION RIGHTS FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

RIGHTS EXPIRATION TIME

THE MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT BY THE DEADLINE OF [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME") OR THE ELECTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Master Subscription Form. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

To Banks, Brokers and other Subscription Nominees:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement,

Reorganized CHC will launch a rights offering (the "Rights Offering") pursuant to which, each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (an "Eligible Offeree"), will receive rights ("Secured Notes Subscription Rights")[15] to purchase its pro rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the Master Subscription Form because you are a broker, dealer, commercial bank, trust company, financial institution or other agent or nominee (each of the foregoing, a "Subscription Nominee") of the holders of Senior Secured Notes. Please utilize the attached Master Subscription Form to exercise the Secured Notes Subscription Rights of the Eligible Offerees for which you act as Subscription Nominee. You are required to deliver a Subscription Form to each Eligible Offeree that is a holder of an Allowed Senior Secured Notes Claim for which you act as Subscription Nominee, and to take any action required to enable such Eligible Offerees for which you act as Subscription Nominee, to timely elect to participate in the Rights Offering. To enable such Eligible Offerees to participate in the Rights Offering, they must complete and deliver to you a Subscription Form; and you must complete this Master Subscription Form, attach a copy of the Subscription Form executed by each Eligible Offeree listed under Item 2 below, and deliver this Master Subscription Form, together with remittance of full payment for the Rights exercised by such Eligible Offerees, to the Subscription Agent on or before the Rights Expiration Time.

This Master Subscription Form should also be used to enable the Non-Eligible Offerees for which you act as Subscription Nominee to receive the Substitute Distribution to which they are entitled under the Plan. In order for such Non-Eligible Offerees to receive the Substitute Distribution, they must complete and deliver to you a Subscription Form. You must then complete Item 3 of this Master Subscription Form, attach a copy of the Subscription Form executed by each Non-Eligible Offeree listed under Item 3, and deliver the completed Master Subscription Form to the Subscription Agent on or before the Rights Expiration Time.

Before you transmit this Master Subscription Form, please carefully review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting the Debtors' subscription agent (the "Subscription Agent"), Kurtzman Carson Consultants, at (917) 281-4800 or by visiting www.kccllc.net/chc. **THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECTIONS ON ACCOUNT OF THE SENIOR SECURED NOTES YOU HOLD FOR THEIR ACCOUNTS.**

[15] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

A Master Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Subscription Nominee regarding any defect or irregularity in connection with any purported exercise of Secured Notes Subscription Rights for which the Subscription Nominee is acting. In consultation with the Committee and the Requisite Plan Sponsors, the Debtors may, but are under no obligation to, permit such defect or irregularity in any Master Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER SUBSCRIPTION FORMS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME OF [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ]. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.

DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED AND RECEIVED ON OR BEFORE THE RIGHTS EXPIRATION TIME, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

You should review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Disclosure Statement, the Plan and the instructions contained herein before you submit this form. You or the beneficial owners of the Senior Secured Note Claims for whom you are the Subscription Nominee may wish to seek legal advice concerning the Rights Offering.

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Disclosure Statement.

For additional information about the Rights Offering, please see the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, which has been distributed to the Eligible Offerees.

IF YOU HAVE ANY QUESTIONS REGARDING SUBMISSION OF THIS MASTER SUBSCRIPTION FORM, PLEASE CONTACT THE SUBSCRIPTION AGENT.

Item 1. Certification of Authority to Elect. The undersigned certifies that as of the Rights Offering Record Date, the undersigned (please check box):

☐ Is a bank, broker, or other Subscription Nominee for the Eligible Offerees of the aggregate amount of the Senior Secured Notes listed in Item 2 below, and is the registered or record holder of the Senior Secured Notes.

Item 2. Eligible Offerees – Participation in Rights Offering:

Eligible Offerees are eligible to elect to participate in the Rights Offering if (i) the undersigned as Subscription Nominee for each Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Eligible Offeree (a copy of each form should accompany this Master Subscription Form) AND (ii) the undersigned, as Subscription Nominee for the Eligible Offeree, as indicated in the table below, agrees to pay to the Rights Offering Escrow Account, by wire transfer of immediately available funds, the Purchase Price, so that payment of the Purchase Price is actually deposited into the Rights Offering Escrow Account on or before the Rights Expiration Time pursuant to the instructions set forth in the Rights Offering Procedures.

Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offerees, provided that the undersigned cures the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

The undersigned certifies that the following beneficial owners of the Senior Secured Notes are Beneficial Owners, as of the Rights Offering Record Date, have certified that they are Accredited Investors, Institutional Accredited Investors or QIBs and make the following elections with regard to the Rights Offering, as indicated:

Customer Name or Account Number for Each Beneficial Owner[1]	**Investor Status (Indicate Accredited Investor, Institutional Accredited Investor or QIB)**	**Principal Amount Held as of the Rights Offering Record Date**	**Maximum Amount of New Second Lien Convertible Notes**	**Amount of New Second Lien Convertible Notes the Beneficial Owner Subscribed For**	**Total Purchase Price**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

IF YOU ARE ACTING AS A SUBSCRIPTION NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF SENIOR SECURED NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

[1] To identify Beneficial Owners that are Institutional Accredited Investors or QIBs without disclosing their names, insert the customer account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

Item 3. Non-Eligible Offerees. Non-Eligible Offerees are eligible to receive a portion of a Substitute Distribution of New Membership Interests in Reorganized CHC if the undersigned as Subscription Nominee for each Non-Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Non-Eligible Offeree (a copy of each form should accompany this Master Subscription Form) certifying that it is not an Accredited Investor. It is a condition to the eligibility of such Non-Eligible Offerees to receive the Substitute Distribution that this Master Subscription Form is received by the Subscription Agent before the Rights Expiration Time.

The undersigned certifies that as of the Rights Offering Record Date, the following beneficial owners of the Senior Secured Notes, as identified by their respective customer account numbers, were beneficial owners of the Senior Secured Notes in the following principal amount and have certified that they are not Accredited Investors.

Customer Name or Account Number for Each Beneficial Owner[1]	**Principal Amount Held as of the Rights Offering Record Date**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS	

Item 4: Certification. By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Senior Secured Notes listed in Items 2 and 3 above has been provided with the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan, and (ii) it understands that the right of the Beneficial Owners for whom the undersigned acts as Subscription Nominee to participate in the Rights Offering or to receive the Substitute Distribution is subject to all the terms and conditions

[1] To identify Beneficial Owners that are institutional Accredited Investors or QIBs without disclosing their names, insert the customer number, account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

Name of Broker, Bank or other Subscription Nominee:

_____
(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Broker,
Bank or Other Subscription Nominee (if applicable):

_____
(Print or Type)

Social Security or Federal Tax I.D. No.:_____
(If Applicable)

Signature: _____

Print Name: _____

Title:_____
(If Appropriate)

Facsimile Number:_____

Email Address:_____

Street Address: _____

City, State, Zip Code:_____

Telephone: (___) _____

Date Completed:_____

THIS MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW, BEFORE [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ], OR THE EXERCISE OF RIGHTS TRANSMITTED HEREBY WILL BE VOID.

KURTZMAN CARSON CONSULTANTS
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104
TEL: 917.281.4800

NOTE ABOUT PAYMENT

Payment for the underlying New Second Lien Convertible Notes will be due by wire transfer prior to the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both a duly-completed Subscription Form and payment of the Purchase Price before the Rights Expiration Time on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering.

Wire Delivery Instructions:

Account Name :	Computershare Inc. AAF for KCC Client Funding-CHC Group, Ltd.
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America
Bank Address:	New York, NY
Reference:	Subscription Nominee DTC Participant #

INSTRUCTIONS FOR COMPLETING THE MASTER SUBSCRIPTION FORM

The Rights Expiration Time for the Exercise of Secured Notes Subscription Rights is [ ]:00 p.m., Central Standard Time, on [ ], 201[ ]. In order for Eligible Offerees for which you act as Subscription Agent to participate in the Rights Offering, you must complete, sign, and return this Master Subscription Form so that it is received by the Subscription Agent at the following address no later than the Rights Expiration Time:

CHC GROUP LTD.
c/o **KURTZMAN CARSON CONSULTANTS**
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104

To effect a subscription on behalf of the Beneficial Owners for whom you are a Subscription Nominee, you must take the following steps:

a. Complete the certification in Item 1;

b. For Eligible Offerees, in Item 2 of this Master Subscription Form, indicate the principal amount of Senior Secured Notes to participate in the Rights Offering, as transmitted to you by the beneficial owners of the Senior Secured Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number).2 Please indicate whether each such beneficial owner is an Accredited Investor, Institutional Accredited Investor or QIB; and include information on the principal amount held as of the rights Offering Record Date, the maximum amount of the New Second Lien Convertible Notes for which the beneficial owner is eligible to subscribe, the amount of New Second Lien Convertible Notes the beneficial owner elects to purchase, and the Purchase Price for the subscription. A copy of the Subscription Form of each such beneficial owner must accompany this Master Subscription Form.

c. For Non-Eligible Offerees, in Item 3 of this Master Subscription Form, indicate the principal amount of Senior Secured Notes to participate in the Senior Secured Notes Substitute Distribution. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). Please include information on the principal amount

[2] If you identify a beneficial owner without disclosing its name, the name of the beneficial owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

held and the maximum amount of the New Membership Interests for which the account is eligible to participate.

d. Review the certification in Item 4 of the Master Subscription Form;

e. In Item 4, sign and date the Master Subscription Form, and provide the remaining information requested;

f. If additional space is required to respond to Item 2 on the Master Subscription Form, please use additional sheets of paper containing the requested information;

g. Contact the Subscription Agent to arrange for delivery of the completed Master Subscription Form to its offices;

h. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Subscription Forms , so as to be received by the Subscription Agent before the Rights Expiration Time; and

i. Deliver to the Subscription Agent payment for deposit to the Rights Offering Escrow Account of the total Purchase Price by wire transfer before the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both this duly completed Master Subscription Form and payment of the Purchase Price before the Rights Expiration Time from or on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering. Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offeree, provided that you cure the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

PLEASE NOTE:

No Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Subscription Forms and other enclosed materials to the beneficial owners of the Senior Secured Notes held by you as a nominee or in a fiduciary capacity.

Please see the Rights Offering Procedures which are set forth in Section XIII of the Disclosure Statement for additional information about the Rights Offering.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, SUBSCRIPTION FORMS, THE DISCLOSURE STATEMENT, THE PLAN OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, KURTZMAN CARSON CONSULTANTS AT 917-281-4800.

EXHIBIT 13

Form of Senior Secured Notes Claims Beneficial Holder Subscription Form

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)**

INSTRUCTIONS TO SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Senior Secured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Senior Secured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Secured Notes Subscription Rights)[1] to purchase its pro

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.25% Senior Secured Notes due 2020 issued pursuant to the Senior Secured Notes Indenture (the "Senior Secured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE SECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR SECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Secured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Secured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Senior Secured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Secured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.0021% of the 1% in New Membership Interests available to such Secured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Senior Secured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Secured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Senior Secured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Secured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Senior Secured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Secured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 5: Senior Secured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Senior Secured Note Claims. The holder of the Senior Secured Note Claims identified below beneficially owns Senior Secured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Senior Secured Note Claims held)

Item 2. Eligible Offeree Secured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Senior Secured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Senior Secured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Senior Secured Note Claims from Item 1 above)	X	0.398746673	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Senior Secured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Senior Secured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Senior Secured Note Claims. The amount cannot be greater than the maximum	X	0.692307692	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount of New Second Lien Convertible Notes set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Senior Secured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Secured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Secured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c Accredited Investor Information. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I)*? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Senior Secured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Senior Secured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____	X	0.000000021	=	_____%[1]
(Insert Principal Amount of Senior Secured Note Claims from Item 1 above)				(Compute maximum amount of New Membership Interests, with respect to the Senior Secured Note Claims)

[1] NTD: the figure calculated by multiplying the principal amount of Senior Secured Note Claims by 0.000000021 already is a percentage (i.e., do not convert to a percentage).

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature:_____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

EXHIBIT 14

Form of Senior Secured Notes Transfer of Rights Notice Form

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)**

TRANSFER OF SENIOR SECURED NOTES SUBSCRIPTION RIGHTS

To Holders of Allowed Senior Secured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights ("Secured Notes Subscription Rights")[1] to purchase its pro rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

As described in the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement, an Eligible Offeree's Secured Notes Subscription Rights shall not be transferable or assignable unless such Eligible Offeree transfers its corresponding Senior Secured Notes Claim(s), in respect of which such Secured Notes Subscription Rights were issued, and

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

only holders of the Secured Notes Subscription Rights as of the Rights Offering Record Date shall have the ability to exercise such Secured Notes Subscription Rights.

From the period commencing on the Rights Offering Record Date and unless and until an Secured Notes Subscription Right is exercised, any transfer or assignment of the corresponding Senior Secured Notes Claim shall void the Secured Notes Subscription Right.

After an Secured Notes Subscription Right has been exercised in accordance with these Rights Offering Procedures, the holder of the corresponding Senior Secured Notes Claim shall not transfer or assign such Senior Secured Notes Claim unless such holder transfers or assigns with such Claim(s) the right to receive the proceeds of the exercise of the corresponding Secured Notes Subscription Rights in the Rights Offering, subject to compliance with applicable securities laws relating to the transfer of restricted securities, as evidenced by the delivery of a Transfer Notice to the Subscription Agent or other procedures acceptable to the Debtors and the Subscription Agent.

Both (i) the Rights (after they have been exercised) and (ii) the right to receive the proceeds of any Secured Notes Subscription Rights transferred pursuant to the Rights Offering Procedures, shall not be transferrable other than to an Accredited Investor or a QIB. A transfer of an Senior Secured Note Claim by an Eligible Offeree to a transferee that is neither a QIB nor an Accredited Investor shall result in the forfeiture of any and all such Secured Notes Subscription Rights associated with such Senior Secured Note Claims under the Rights Offering, and such Secured Notes Subscription Rights will forever be forfeited, regardless of whether or not the associated Senior Secured Note Claims are subsequently held by a QIB or an Accredited Investor.

In order to validly transfer the right to receive the proceeds of any Secured Notes Subscription Rights, an Eligible Offeree must complete and return the attached Transfer Notice to the Subscription Agent at the address below. Upon receipt of the Transfer Notice, the Subscription Agent will send the transferee at the address, facsimile number or email address indicated on such Transfer Notice, any required documents, which the transferee must complete and return to the Subscription Agent. **The transfer form must be medallion guaranteed by both the transferor's broker AND transferee's broker as of a date certain.**

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

TRANSFER NOTICE

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

Please take notice that, pursuant to Section V.D of the Rights Offering Procedures (the "Rights Offering Procedures") as set forth in Section XIII of the Disclosure Statement (Docket No. 1172), the undersigned holder (the "Transferor") of Allowed Senior Secured Note Claims as defined in the Plan (such holder, an "Eligible Offeree"), has agreed to transfer to the transferee named below (the "Transferee"), its right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering, which are attached to the Transferor's Senior Secured Note Claims identified herein and that the Transferor has agreed to transfer to the Transferee. The Transferor acknowledges that the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering are not transferable, assignable or detachable other than in connection with the transfer by an Eligible Offeree of the corresponding Allowed Senior Secured Note Claims. The Transferor hereby provides notice that the Transferor has transferred to the Transferee the amount of Senior Secured Note Claims indicated below and accordingly has agreed to transfer the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering associated with such claims. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Disclosure Statement.

The Transferor confirms and certifies that the Transferor has received from the Transferee representations that the Transferee is a "qualified institutional buyer" or an "accredited investor" as such terms are defined in Rule 144A and Rule 501 of Regulation D promulgated under the Securities Act, respectively.

Transferor	**Transferee**
Name:	Name:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Contact:	Contact:

Fax Number:	Fax Number:
E-mail Address:	E-mail Address:
Account Name:	Account Name:
Account No.:	Account No.:
DTC Participation No.:	DTC Participation No.:

Principal Amount of Senior Secured Note Claims transferred to the Transferee: $_____

Transferors must provide a copy of this Transfer Notice and all prior Transfer Notices that they have received, if any, to their Transferee.

The undersigned certifies that: (i) I am an authorized signatory of the Transferor, (ii) the Transferee is an Accredited Investor or Qualified Institutional Buyer and (iii) I understand that the transfer of the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: _____, 201[ ]

Name of Transferor: _____

By: _____
Name:
Title:

Both the Transferor and Transferee broker or other nominee must provide a medallion signature guarantee in order for your Noteholder Transfer Form to be accepted.

For Use by Transferors Nominee Only

Nominee Name: _____

Date: _____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

For Use by Transferees Nominee Only

Nominee Name: _____

Date: _____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

EXHIBIT 15

Form of Unsecured Notes Claims Master Subscription Form

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)**

MASTER SUBSCRIPTION FORM FOR UNSECURED NOTES SUBSCRIPTION RIGHTS FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

RIGHTS EXPIRATION TIME

THE MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT BY THE DEADLINE OF [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME") OR THE ELECTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Master Subscription Form. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

To Banks, Brokers and other Subscription Nominees:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering") pursuant to which, each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (an "Eligible Offeree"), will

receive rights ("Unsecured Notes Subscription Rights")[20] to purchase its pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the Master Subscription Form because you are a broker, dealer, commercial bank, trust company, financial institution or other agent or nominee (each of the foregoing, a "Subscription Nominee") of the holders of Unsecured Notes. Please utilize the attached Master Subscription Form to exercise the Unsecured Notes Subscription Rights of the Eligible Offerees for which you act as Subscription Nominee. You are required to deliver a Subscription Form to each Eligible Offeree that is a holder of an Allowed Unsecured Notes Claim for which you act as Subscription Nominee, and to take any action required to enable such Eligible Offerees for which you act as Subscription Nominee, to timely elect to participate in the Rights Offering. To enable such Eligible Offerees to participate in the Rights Offering, they must complete and deliver to you a Subscription Form; and you must complete this Master Subscription Form, attach a copy of the Subscription Form executed by each Eligible Offeree listed under Item 2 below, and deliver this Master Subscription Form, together with remittance of full payment for the Rights exercised by such Eligible Offerees, to the Subscription Agent on or before the Rights Expiration Time.

This Master Subscription Form should also be used to enable the Non-Eligible Offerees for which you act as Subscription Nominee to receive the Substitute Distribution to which they are entitled under the Plan. In order for such Non-Eligible Offerees to receive the Substitute Distribution, they must complete and deliver to you a Subscription Form. You must then complete Item 3 of this Master Subscription Form, attach a copy of the Subscription Form executed by each Non-Eligible Offeree listed under Item 3, and deliver the completed Master Subscription Form to the Subscription Agent on or before the Rights Expiration Time.

Before you transmit this Master Subscription Form, please carefully review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting the Debtors' subscription agent (the "Subscription Agent"), Kurtzman Carson Consultants, at (917) 281-4800 or by visiting www.kccllc.net/chc. **THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECTIONS ON ACCOUNT OF THE UNSECURED NOTES YOU HOLD FOR THEIR ACCOUNTS.**

[20] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

A Master Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Subscription Nominee regarding any defect or irregularity in connection with any purported exercise of Unsecured Notes Subscription Rights for which the Subscription Nominee is acting. In consultation with the Committee and the Requisite Plan Sponsors, the Debtors may, but are under no obligation to, permit such defect or irregularity in any Master Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER SUBSCRIPTION FORMS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME OF [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ]. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.

DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED AND RECEIVED ON OR BEFORE THE RIGHTS EXPIRATION TIME, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

You should review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Disclosure Statement, the Plan and the instructions contained herein before you submit this form. You or the beneficial owners of the Unsecured Note Claims for whom you are the Subscription Nominee may wish to seek legal advice concerning the Rights Offering.

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Disclosure Statement.

For additional information about the Rights Offering, please see the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, which has been distributed to the Eligible Offerees.

IF YOU HAVE ANY QUESTIONS REGARDING SUBMISSION OF THIS MASTER SUBSCRIPTION FORM, PLEASE CONTACT THE SUBSCRIPTION AGENT.

Item 1. Certification of Authority to Elect. The undersigned certifies that as of the Rights Offering Record Date, the undersigned (please check box):

☐ Is a bank, broker, or other Subscription Nominee for the Eligible Offerees of the aggregate amount of the Unsecured Notes listed in Item 2 below, and is the registered or record holder of the Unsecured Notes.

Item 2. Eligible Offerees – Participation in Rights Offering:

Eligible Offerees are eligible to elect to participate in the Rights Offering if (i) the undersigned as Subscription Nominee for each Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Eligible Offeree (a copy of each form should accompany this Master Subscription Form) AND (ii) the undersigned, as Subscription Nominee for the Eligible Offeree, as indicated in the table below, agrees to pay to the Rights Offering Escrow Account, by wire transfer of immediately available funds, the Purchase Price, so that payment of the Purchase Price is actually deposited into the Rights Offering Escrow Account on or before the Rights Expiration Time pursuant to the instructions set forth in the Rights Offering Procedures.

Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offerees, provided that the undersigned cures the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

The undersigned certifies that the following beneficial owners of the Unsecured Notes are Beneficial Owners, as of the Rights Offering Record Date, have certified that they are Accredited Investors, Institutional Accredited Investors or QIBs and make the following elections with regard to the Rights Offering, as indicated:

Customer Name or Account Number for Each Beneficial Owner[1]	**Investor Status (Indicate Accredited Investor, Institutional Accredited Investor or QIB)**	**Principal Amount Held as of the Rights Offering Record Date**	**Maximum Amount of New Second Lien Convertible Notes**	**Amount of New Second Lien Convertible Notes the Beneficial Owner Subscribed For**	**Total Purchase Price**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

IF YOU ARE ACTING AS A SUBSCRIPTION NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF UNSECURED NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

[1] To identify Beneficial Owners that are Institutional Accredited Investors or QIBs without disclosing their names, insert the customer account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

Item 3. Non-Eligible Offerees. Non-Eligible Offerees are eligible to receive a portion of a Substitute Distribution of New Membership Interests in Reorganized CHC if the undersigned as Subscription Nominee for each Non-Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Non-Eligible Offeree (a copy of each form should accompany this Master Subscription Form) certifying that it is not an Accredited Investor. It is a condition to the eligibility of such Non-Eligible Offerees to receive the Substitute Distribution that this Master Subscription Form is received by the Subscription Agent before the Rights Expiration Time.

The undersigned certifies that as of the Rights Offering Record Date, the following beneficial owners of the Unsecured Notes, as identified by their respective customer account numbers, were beneficial owners of the Unsecured Notes in the following principal amount and have certified that they are not Accredited Investors.

Customer Name or Account Number for Each Beneficial Owner[1]	**Principal Amount Held as of the Rights Offering Record Date**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS	

Item 4: Certification. By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Unsecured Notes listed in Items 2 and 3 above has been provided with the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan, and (ii) it understands that the right of the Beneficial Owners for whom the undersigned acts as Subscription Nominee to participate in the Rights Offering or to receive the Substitute Distribution is subject to all the terms and conditions set

[1] To identify Beneficial Owners that are institutional Accredited Investors or QIBs without disclosing their names, insert the customer number, account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

Name of Broker, Bank or other Subscription Nominee:

_____
(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Broker,
Bank or Other Subscription Nominee (if applicable):

_____
(Print or Type)

Social Security or Federal Tax I.D. No.:_____
(If Applicable)

Signature: _____

Print Name: _____

Title:_____
(If Appropriate)

Facsimile Number:_____

Email Address:_____

Street Address: _____

City, State, Zip Code:_____

Telephone: (___)_____

Date Completed:_____

THIS MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW, BEFORE [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ], OR THE EXERCISE OF RIGHTS TRANSMITTED HEREBY WILL BE VOID.

KURTZMAN CARSON CONSULTANTS
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104
TEL: 917.281.4800

NOTE ABOUT PAYMENT

Payment for the underlying New Second Lien Convertible Notes will be due by wire transfer prior to the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both a duly-completed Subscription Form and payment of the Purchase Price before the Rights Expiration Time on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering.

Wire Delivery Instructions:

Account Name :	Computershare Inc. AAF for KCC Client Funding-CHC Group, Ltd.
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America
Bank Address:	New York, NY
Reference:	Subscription Nominee DTC Participant #

INSTRUCTIONS FOR COMPLETING THE MASTER SUBSCRIPTION FORM

The Rights Expiration Time for the Exercise of Unsecured Notes Subscription Rights is [ ]:00 p.m., Central Standard Time, on [ ], 201[ ]. In order for Eligible Offerees for which you act as Subscription Agent to participate in the Rights Offering, you must complete, sign, and return this Master Subscription Form so that it is received by the Subscription Agent at the following address no later than the Rights Expiration Time:

CHC GROUP LTD.
c/o **KURTZMAN CARSON CONSULTANTS**
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104

To effect a subscription on behalf of the Beneficial Owners for whom you are a Subscription Nominee, you must take the following steps:

j. Complete the certification in Item 1;

k. For Eligible Offerees, in Item 2 of this Master Subscription Form, indicate the principal amount of Unsecured Notes to participate in the Rights Offering, as transmitted to you by the beneficial owners of the Unsecured Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number).[2] Please indicate whether each such beneficial owner is an Accredited Investor, Institutional Accredited Investor or QIB; and include information on the principal amount held as of the rights Offering Record Date, the maximum amount of the New Second Lien Convertible Notes for which the beneficial owner is eligible to subscribe, the amount of New Second Lien Convertible Notes the beneficial owner elects to purchase, and the Purchase Price for the subscription. A copy of the Subscription Form of each such beneficial owner must accompany this Master Subscription Form.

l. For Non-Eligible Offerees, in Item 3 of this Master Subscription Form, indicate the principal amount of Unsecured Notes to participate in the Unsecured Substitute Distribution. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). Please include information on the principal amount held and the

[2] If you identify a beneficial owner without disclosing its name, the name of the beneficial owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

maximum amount of the New Membership Interests for which the account is eligible to participate.

m. Review the certification in Item 4 of the Master Subscription Form;

n. In Item 4, sign and date the Master Subscription Form, and provide the remaining information requested;

o. If additional space is required to respond to Item 2 on the Master Subscription Form, please use additional sheets of paper containing the requested information;

p. Contact the Subscription Agent to arrange for delivery of the completed Master Subscription Form to its offices;

q. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Subscription Forms , so as to be *received* by the Subscription Agent before the Rights Expiration Time; and

r. Deliver to the Subscription Agent payment for deposit to the Rights Offering Escrow Account of the total Purchase Price by wire transfer before the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both this duly completed Master Subscription Form and payment of the Purchase Price before the Rights Expiration Time from or on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering. Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offeree, provided that you cure the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

PLEASE NOTE:

No Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Subscription Forms and other enclosed materials to the beneficial owners of the Unsecured Notes held by you as a nominee or in a fiduciary capacity.

Please see the Rights Offering Procedures which are set forth in Section XIII of the Disclosure Statement for additional information about the Rights Offering.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, SUBSCRIPTION FORMS, THE DISCLOSURE STATEMENT, THE PLAN OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, KURTZMAN CARSON CONSULTANTS AT 917-281-4800.

EXHIBIT 16

Form of Unsecured Notes Claims Beneficial Holder Subscription Form

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)**

INSTRUCTIONS TO UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Unsecured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Unsecured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Unsecured Notes Subscription Rights)[1] to purchase its

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.375% Unsecured Notes due 2021 issued pursuant to the Unsecured Notes Indenture (the "Unsecured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE UNSECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR UNSECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Unsecured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Unsecured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 0.1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Unsecured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Unsecured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.02105% of the 0.1% in New Membership Interests available to such Unsecured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Unsecured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Unsecured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Unsecured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Unsecured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Unsecured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Unsecured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 6: Unsecured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Unsecured Note Claims. The holder of the Unsecured Note Claims identified below beneficially owns Unsecured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Unsecured Note Claims held)

Item 2. Eligible Offeree Unsecured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Unsecured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Unsecured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	0.304952883	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Unsecured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Unsecured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

_$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Unsecured Note Claims. The	X	0.692307714	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount cannot be greater than the maximum amount of New Second Lien Convertible Notes set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Unsecured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Unsecured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Unsecured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an

"accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c Accredited Investor Information. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I)*? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Unsecured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Unsecured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	0.000000021053	=	_____%[1] (Compute maximum amount of New Membership Interests, with respect to the Unsecured Note Claims)

[1] NTD: the figure calculated by multiplying the principal amount of Unsecured Note Claims by 0.000000021053 already is a percentage (i.e., do not convert to a percentage).

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature:_____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

EXHIBIT 17

Form of Unsecured Notes Transfer of Rights Notice Form

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)**

TRANSFER OF UNSECURED NOTES SUBSCRIPTION RIGHTS

To Holders of Allowed Unsecured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights ("Unsecured Notes Subscription Rights")[1] to purchase its pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

As described in the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement, an Eligible Offeree's Unsecured Notes Subscription Rights shall not be transferable or assignable unless such Eligible Offeree transfers its corresponding Unsecured Notes Claim(s), in respect of which such Unsecured Notes Subscription Rights were issued, and

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

only holders of the Unsecured Notes Subscription Rights as of the Rights Offering Record Date shall have the ability to exercise such Unsecured Notes Subscription Rights.

From the period commencing on the Rights Offering Record Date and unless and until an Unsecured Notes Subscription Right is exercised, any transfer or assignment of the corresponding Unsecured Notes Claim shall void the Unsecured Notes Subscription Right.

After an Unsecured Notes Subscription Right has been exercised in accordance with these Rights Offering Procedures, the holder of the corresponding Unsecured Notes Claim shall not transfer or assign such Unsecured Notes Claim unless such holder transfers or assigns with such Claim(s) the right to receive the proceeds of the exercise of the corresponding Unsecured Notes Subscription Rights in the Rights Offering, subject to compliance with applicable securities laws relating to the transfer of restricted securities, as evidenced by the delivery of a Transfer Notice to the Subscription Agent or other procedures acceptable to the Debtors and the Subscription Agent.

Both (i) the Rights (after they have been exercised) and (ii) the right to receive the proceeds of any Unsecured Notes Subscription Rights transferred pursuant to the Rights Offering Procedures, shall not be transferrable other than to an Accredited Investor or a QIB. A transfer of an Unsecured Note Claim by an Eligible Offeree to a transferee that is neither a QIB nor an Accredited Investor shall result in the forfeiture of any and all such Unsecured Notes Subscription Rights associated with such Unsecured Note Claims under the Rights Offering, and such Unsecured Notes Subscription Rights will forever be forfeited, regardless of whether or not the associated Unsecured Note Claims are subsequently held by a QIB or an Accredited Investor.

In order to validly transfer the right to receive the proceeds of any Unsecured Notes Subscription Rights, an Eligible Offeree must complete and return the attached Transfer Notice to the Subscription Agent at the address below. Upon receipt of the Transfer Notice, the Subscription Agent will send the transferee at the address, facsimile number or email address indicated on such Transfer Notice, any required documents, which the transferee must complete and return to the Subscription Agent. **The transfer form must be medallion guaranteed by both the transferor's broker AND transferee's broker as of a date certain.**

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

TRANSFER NOTICE

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

Please take notice that, pursuant to Section V.D of the Rights Offering Procedures (the "Rights Offering Procedures") as set forth in Section XIII of the Disclosure Statement (Docket No. 1172), the undersigned holder (the "Transferor") of Allowed Unsecured Note Claims as defined in the Plan (such holder, an "Eligible Offeree"), has agreed to transfer to the transferee named below (the "Transferee"), its right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering, which are attached to the Transferor's Unsecured Note Claims identified herein and that the Transferor has agreed to transfer to the Transferee. The Transferor acknowledges that the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering are not transferable, assignable or detachable other than in connection with the transfer by an Eligible Offeree of the corresponding Allowed Unsecured Note Claims. The Transferor hereby provides notice that the Transferor has transferred to the Transferee the amount of Unsecured Note Claims indicated below and accordingly has agreed to transfer the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering associated with such claims. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Disclosure Statement.

The Transferor confirms and certifies that the Transferor has received from the Transferee representations that the Transferee is a "qualified institutional buyer" or an "accredited investor" as such terms are defined in Rule 144A and Rule 501 of Regulation D promulgated under the Securities Act, respectively.

Transferor	**Transferee**
Name:	Name:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Contact:	Contact:

Fax Number:	Fax Number:
E-mail Address:	E-mail Address:
Account Name:	Account Name:
Account No.:	Account No.:
DTC Participation No.:	DTC Participation No.:

Principal Amount of Unsecured Note Claims transferred to the Transferee: $_____

Transferors must provide a copy of this Transfer Notice and all prior Transfer Notices that they have received, if any, to their Transferee.

The undersigned certifies that: (i) I am an authorized signatory of the Transferor, (ii) the Transferee is an Accredited Investor or Qualified Institutional Buyer and (iii) I understand that the transfer of the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: _____, 201[ ]

Name of Transferor: _____

By: _____
Name:
Title:

Both the Transferor and Transferee broker or other nominee must provide a medallion signature guarantee in order for your Noteholder Transfer Form to be accepted.

For Use by Transferors Nominee Only

Nominee Name: _____

Date: _____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

For Use by Transferees Nominee Only

Nominee Name: _____

Date: _____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

Exhibit C

Blackline (Compared to First Revised Proposed Order)

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

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

ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) ESTABLISHING RIGHTS OFFERING PROCEDURES (IV) SCHEDULING CONFIRMATION HEARING AND (V) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OFTHE PROPOSED PLAN PURSUANT TO SECTIONS 105, 1125, 1126, 1128, AND 1145 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 3001, 3003, 3016, 3017, 3018, 3020, AND 9006 AND LOCAL RULES 2002-1, 3017-1, 3018-1, AND 3020-1

Upon the Motion, dated November 11, 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, 1125, 1126, 1128, and 1145 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 3001, 3003, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rules 2002-1, 3017-1, 3018-1, and 3020-1, of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "**Local Rules**") for (a) approval of the form and manner of notice and hearing to consider the Proposed Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1172] (and as further amended, the "**Proposed Disclosure Statement**"), (b) approval of the Proposed Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (c) approving the proposed procedures of the Rights Offering (the "**Rights Offering Procedures**"), (d) scheduling a hearing (the "**Confirmation Hearing**") to consider confirmation of the proposed Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors [Docket No. 1171] (and as further amended, the "**Plan**"), (e) approval of the solicitation procedures for the Plan, and (f) approval of confirmation procedures for the Plan, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28

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

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. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 2021 McKinney Avenue, Suite 1600, 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. and Jason P. Rubin, Esq.), 1333 New Hampshire Ave. N.W., Washington D.C. 20036 (Attn: James Savin, 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., Andrew V. Tenzer, Esq., and Michael E. Comerford, 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) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Disclosure Statement Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Disclosure Statement Hearing; and upon the record of the Disclosure Statement Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

1. The procedures described in the Motion pursuant to which the Debtors provided notice to parties of the time, date, and place of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline, including the form and content of the Disclosure Statement Notice, provided due, proper, and adequate notice, comport with due process, and comply with Bankruptcy Rules 2002 and 3017 and Local Rules 2002-1 and 3017-1. No further notice is required.

2. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code and complies with Bankruptcy Rule 3016(c). No further information is necessary.

3. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018.

4. Pursuant to the Plan, holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) are impaired and are entitled to receive distributions under the Plan. Accordingly, holders of Allowed Claims in such classes are entitled to vote on account of such Claims (to the extent set forth herein).

5. Pursuant to the Plan, holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 9 (Intercompany Claims), and Class 11 (Intercompany Interests) are Unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan and are not entitled to vote on account of such Interests.

6. Pursuant to the Plan, holders of Interests in Class 10 (Existing CHC Interests) are Impaired and will receive no recovery and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, are conclusively presumed to reject the Plan and are not entitled to vote on account of such Interests.

7. The proposed procedures for distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all

interested parties of the Voting Record Date, Voting Deadline, Rights Offering Expiration, Plan Objection Deadline, Confirmation Hearing, and other related matters.

8. The Notices of Non-Voting Status, substantially in the form attached hereto as **Exhibits 10 and 11**, comply with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to holders of Claims and Interests in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), and Class 10 (Existing CHC Interests) of their non-voting status. No further notice is necessary.

9. The ballots substantially in the forms annexed hereto as **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9** (collectively, the "**Ballots**"), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

10. The period proposed by the Debtors in the Motion during which the Debtors will solicit votes to accept the Plan is a reasonable and sufficient period of time for holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

11. The procedures set forth in the Motion for tabulating Ballots are fair and appropriate.

12. The Rights Offering Procedures, as set forth in Section XIII of the Disclosure Statement, are fair and appropriate.

13. The offering forms, to be distributed substantially in the forms annexed hereto as **Exhibits 12, 13, 14, 15, 16, and 17** (collectively, the "**Offering Forms**"), including

all instructions provided therein, provide adequate information and instructions for each individual entitled to participate in the Rights Offering. No further information or instructions are necessary.

14. The procedures set forth in the Motion regarding notice to all parties of the Confirmation Hearing and the Plan Objection Deadline, including the form and content of the Confirmation Hearing Notices, provide due, proper, and adequate notice, comport with due process and comply with Bankruptcy Rules 2002, 3017 and 3020. No further notice is required.

15. All other notices to be provided pursuant to the procedures set forth in the Motion are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

16. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.

3. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the proposed injunction, exculpation, and release provisions contained in Sections 10.7, 10.8, and 10.9 of the Plan, in accordance with Bankruptcy Rule 3016(c).

4. The form and manner of service of the Disclosure Statement Notice complied with all applicable Bankruptcy Rules and Local Rules and no further notice is necessary.

5. All objections, if any, to the Proposed Disclosure Statement, the Motion, or any of the procedures or exhibits referenced therein that have not been withdrawn or resolved as provided for in the record of the Disclosure Statement Hearing are overruled; provided that nothing contained in this Order shall affect any party's right to object to confirmation of the Plan.

Solicitation Procedures

Parties Entitled to Vote

6. Pursuant to the Plan, the following classes are Impaired but entitled to receive distributions under the Plan and, thus, may vote to accept or reject the Plan, subject to certain exceptions discussed below (collectively, the "**Voting Classes**"):

Class	Description
Class 3	Revolving Credit Agreement Claims
Class 4	ABL Credit Agreement Claims
Class 5	Senior Secured Notes Claims
Class 6	Unsecured Notes Claims
Class 7	General Unsecured Claims
Class 8	Convenience Claims

7. A creditor who holds a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

(a) as of the Voting Record Date (as defined below), the outstanding amount of such creditor's Claim is zero ($0.00);

(b) as of the Voting Record Date, such creditor's Claim has been disallowed, expunged, disqualified or suspended;

(c) such creditor has not filed a proof of ~~c~~Claim as of the Voting Record Date and the Debtors have not scheduled such creditor's Claim or scheduled such creditor's claim in an undetermined amount or as contingent, unliquidated, or disputed; or

(d) such creditor's Claim is subject to an objection or request for estimation as of the Voting Record Date, subject to the procedures set forth below.

8. Pursuant to the Plan, the Unimpaired Classes are conclusively deemed to accept the Plan and, accordingly, are not entitled to vote on the plan.

9. Holders of Existing CHC Interests are expected to receive no recovery under the Plan. Such holders are deemed to reject the Plan and are not entitled to vote on the plan.

10. Holders of Claims or Interests in the following classes constitute the Non-Voting Classes:

Class	Description	Impairment	Acceptance / Rejection
Class 1	Other Priority Claims	Unimpaired	Deemed to accept
Class 2	Other Secured Claims	Unimpaired	Deemed to accept
Class 9	Intercompany Claims	Unimpaired	Deemed to accept
Class 10	Existing CHC Interests	Impaired	Deemed to reject
Class 11	Intercompany Interests	Unimpaired	Deemed to accept

Temporary Allowance / Disallowance of Claims

11. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim within a Voting Class is temporarily Allowed in an amount equal to the amount of such Claim either as set forth in the Schedules or in a properly filed proof of ~~c~~Claim; *provided*, *however*, that:

(a) If a proof of ~~c~~Claim was timely filed by the Voting Record Date in an amount that is liquidated, non-contingent, and undisputed, such Claim is temporarily Allowed for voting purposes in the amount set forth on such

proof of ~~c~~Claim, unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below (in which case, such Claim is disallowed for voting purposes);

(b) If a Claim has been estimated or otherwise Allowed for voting purposes by order of this Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by this Court;

(c) If a Claim is listed in the Schedules as contingent, unliquidated, undetermined, or disputed and a proof of ~~c~~Claim has not ~~yet~~ been timely filed as of the Voting Record Date, such Claim is disallowed for voting purposes (and pursuant to this Court's prior order, also for purposes of ~~allowance and~~ distribution pursuant to Bankruptcy Rule 3003(c));

(d) If a proof of ~~c~~Claim was timely filed by the Voting Record Date in an amount that is contingent or unliquidated, such Claim is accorded one vote and valued temporarily in the amount of one dollar ($1.00), unless such Claim is listed in the Schedules as contingent, unliquidated, or disputed, or otherwise is disputed as set forth in subparagraph (f) below;

(e) If a Claim is listed in the Schedules or on a proof of ~~c~~Claim timely filed by the Voting Record Date as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is liquidated, non-contingent, and undisputed, unless such Claim is disputed as set forth in subparagraph (f) below; and

(f) If the Debtors have filed an objection to or a request for estimation of a Claim on or before **[__], [__], 201_**, such Claim is temporarily disallowed for voting purposes, except as ordered by the Court before the Voting Deadline; *provided*, *however*, that, if the Debtors' objection seeks only to reclassify or reduce the Allowed amount of such Claim, then such Claim is temporarily Allowed for voting purposes in the reduced amount and/or as reclassified (as applicable), except as may be ordered by this Court before the Voting Deadline~~.~~;

(g) If a Claim is listed in the Schedules of CHC Helicopter Australia Pty Ltd., Lloyd Helicopter Services Pty Ltd., Lloyd Helicopters Pty Ltd., Lloyd Bass Strait Helicopters Pty Ltd., or Lloyd Helicopters International Pty Ltd. (each, an "Australian Debtor, and collectively, the "Australian Debtors"), and a related proof of Claim has not been timely filed by the Voting Record Date, such Claim will be Allowed for voting purposes at each of the Australian Debtors; provided, however, that the treatment of such Claim(s) for distribution purposes will be governed by the Plan;

(h) If a Claim is listed in the Schedules of the Australian Debtors and a related proof of Claim has been timely filed by the Voting Record Date,

such Claim will be Allowed for voting purposes only at the Australian Debtor(s) against which the timely filed proof of Claim was filed; provided, however, that the treatment of such Claim(s) for distribution purposes will be governed by the Plan.

(i) If a Claim is listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date, but the Debtors' records indicate that such Claim has since been paid, the claimant will not receive a Ballot.

(j) If the Debtors and the Voting Agent determine, in their discretion after reasonable review, that a claimant has filed duplicative proofs of Claim against the same Debtor, only the last filed proof of Claim will be used for the purposes of tabulating votes, regardless of whether the Debtors have objected to such duplicative proof of Claim;

(k) If a proof of Claim has been amended by a later filed proof of Claim, the claimant shall be entitled to vote with respect to the later filed amending Claim, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim;

(l) The Debtors and the Voting Agent will determine, in their discretion after reasonable review, whether each General Unsecured Claim listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date is properly characterized as a Primary General Unsecured Claim or a Secondary General Unsecured Claim for voting purposes. Such characterization shall be listed on the Ballot; however, such characterization for voting purposes will not prejudice the creditor's, the Debtors', the Creditors' Committee's, or the Post-Effective Date Committee's rights to subsequently challenge the characterization of such Claim for distribution purposes; and

(m) If a Claim related to one or more helicopter lease obligations is listed in the Schedules or on a proof of Claim timely filed by the Voting Record Date, and some portion of the Claim is purportedly secured, but it has not yet been determined what, if any, portion of the Claim is actually secured, the Claim will be Allowed for voting purposes in Class 7 in the amount of the face value of the Claim; provided, however, that if any of the other voting guidelines set forth in subparagraphs (a)-(l) above apply, they will supersede this rule, and the treatment of such Claim(s) for distribution purposes will be governed by the Plan.

12. For the avoidance of doubt, treatment and characterization of Claims for voting purposes does not prejudice a creditor's, the Debtors', the Creditors' Committee's, or the Post-Effective Date Committee's rights to challenge the amount, characterization,

classification, or secured or unsecured status of such Claim(s) for allowance or distribution purposes.

13. ~~12.~~ If any creditor seeks to challenge the ~~allowance~~Allowed amount of its Claim for voting purposes or the classification of its Claim for voting purposes, such creditor ~~shall~~must file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount or classification (a "**Rule 3018(a) Motion**"). Upon the filing of ~~any such~~a Rule 3018(a) ~~m~~Motion, such creditor's Ballot ~~shall~~will be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount and/or different Class by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before [_____], [_____], 201_ at [_:00 _.m.] (**prevailing Central Time**).

The Voting Record Date

14. ~~13.~~ The Voting Record Date shall be set as [___, ___, **201**_]. Only holders of Claims in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Claims), and Class 8 (Convenience Claims) as of the Voting Record Date who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan.

15. ~~14.~~ The record holders of Claims shall be determined, as of the Voting Record Date, based upon the records of the Debtors and the Voting Agent. Accordingly, any notice of claim transfer received by the record holder of the Debtors' debt securities, the

Debtors, the Voting Agent, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of the Plan confirmation materials.

16. ~~15.~~ With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is otherwise entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to transfer such Claim are completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote or election on the Plan made by the holder of such Claim as of the Voting Record Date.

Solicitation Packages

17. ~~16.~~ The Solicitation Packages are **APPROVED**.

18. ~~17.~~ The Debtors shall mail the Solicitation Packages **no later than five (5) business days** following the date of entry of the Proposed Order (the "**Solicitation Date**") to (i) the U.S. Trustee, (ii) holders of Claims in Voting Classes entitled to vote on the Plan as of the Voting Record Date, and (iii) holders of Claims in Class 10 (Existing CHC Interests), as required by Bankruptcy Rule 3017(d).

19. ~~18.~~ Solicitation Packages shall contain a copy of:

(a) this Order (without attachments);

(b) the Confirmation Hearing Notice;

(c) a CD-ROM containing the Disclosure Statement, which shall include the Plan as an attachment (except as provided below); and

(d) if the recipient is entitled to vote on the Plan, a Ballot customized for such holder in the form described below, and a postage-prepaid return envelope; and

(e) if the recipient is a holder of a Class 5 (Senior Secured Notes Claim) or a Class 6 (Unsecured Notes Claim), an Offering Form

(f) if the recipient is a holder of a Claim or Interest in a Non-Voting Class and, therefore, not entitled to vote on the Plan (as set forth herein), then only the Confirmation Hearing Notice and the applicable Notice of Non-Voting Status as defined and described more fully in the Motion.

20. ~~19.~~ In addition, recipients in Classes 6 and 7 who are entitled to vote on the Plan shall receive a copy of a letter from the Creditors Committee recommending that unsecured creditors vote to accept the Plan.

21. ~~20.~~ Any creditor for which service by CD-ROM poses a hardship may request an additional copy of the Disclosure Statement (and attachments) in paper format by contacting KCC by email at chcinfo@kcc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Upon receipt of a telephonic or written request, the Debtors will provide such creditor with a paper copy of the Plan and the Disclosure Statement at no cost to the creditor **within five (5) days** thereafter.

22. ~~21.~~ The Debtors shall not be required to send Solicitation Packages to creditors that have Claims that have already been paid in full; *provided*, *however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

23. ~~22.~~ With respect to addresses from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the

Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Voting Deadline, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

Notice of Non-Voting Status

24. ~~23.~~ The Notice of Non-Voting Status is **APPROVED**.

25. ~~24.~~ To the holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), the Debtors shall send a Notice of Non-Voting Status – Unimpaired Classes substantially in the form attached hereto as **Exhibit 10**.

26. ~~25.~~ To the holders of Interests in Class 10 (Existing CHC Interests), the Debtors shall send a Notice of Non-Voting Status – Deemed to Reject Class substantially in the form attached hereto as **Exhibit 11** in lieu of a Ballot in the Solicitation Package.

Ballots

27. ~~26.~~ The Ballots are **APPROVED**.

28. ~~27.~~ The Voting Deadline shall be **[_____, _____], 201_ at 5:00 p.m. (prevailing Central Time).**

29. ~~28.~~ All Ballots must be properly executed, completed, and delivered to the Voting Agent by first-class mail, overnight courier, or hand delivery, so that they are **actually received** by the Voting Agent no later than the Voting Deadline.

30. ~~29.~~ With respect to Ballots that will be sent to holders of Claims entitled to vote in Class 5 (Senior Secured Notes Claims) and in Class 6 (Unsecured Notes Claims), the Debtors propose to deliver Ballots to record holders of such Claims, including, without

limitation, representatives such as brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (collectively, the "**Nominees**"). Once the Voting Record Date has passed, the Debtors shall cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including a Master Ballot (as hereinafter defined) and sufficient beneficial ballots (the "**Beneficial Holder Ballots**"), to distribute via first class mail to the beneficial holders of the Claims in Classes 5 and 6 as of the Voting Record Date for whom such Nominee acts (collectively, the "**Beneficial Holders**").

31. ~~30.~~ Such Nominees shall, upon receipt of the Solicitation Packages, promptly distribute such Solicitation Packages to Beneficial Holders (including Beneficial Holder Ballots) using the following method **within five (5) business days** of receipt of the Solicitation Packages:

> The Nominee shall obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the "**Master Ballot**") compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with the Master Ballot). Each Nominee should advise its Beneficial Holders to return their Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

Tabulation Procedures

32. ~~31.~~ The following tabulation procedures are **APPROVED**.

(a) Whenever a creditor casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's intent, and thus, to supersede any prior Ballot.

(b) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

(c) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting Agent, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

(d) A creditor shall be deemed to have voted the full amount of its Claim in each class and shall not be entitled to split its vote within a particular class or between more than one Debtor. Any creditor's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.

(e) A creditor who holds Claims against more than one Debtor who casts a single Ballot shall have its votes counted separately with respect to each such Debtor.

(f) Whenever a creditor casts multiple Ballots received by the Voting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

(g) The Beneficial Holder Ballots provided to Beneficial Holders will reflect the principal amount of such Beneficial Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Beneficial Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Petition Date and the Voting Record Date including, without limitation, interest.

(h) The following Ballots shall not be counted:

i. Any Ballot received after the Voting Deadline, unless the Debtors, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;

ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

iii. Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan;

iv. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;

v. Any unsigned Ballot;

vi. Any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. Any Ballot transmitted to the Voting Agent by facsimile or other means not specifically approved herein.

(i) A holder of Claims in more than one Class must use separate Ballots for each Class of Claims.

33. ~~32.~~ Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its Claim therefor.

34. ~~33.~~ To assist in the solicitation process, the Voting Agent may, but is not obligated to, contact parties that submit incomplete or otherwise deficient ballots to make a reasonable effort to cure such deficiencies. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

35. ~~34.~~ The Debtors and/or their Voting Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld, which determination will be final and binding.

36. ~~35.~~ The Debtors are authorized to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful.

37. ~~36.~~ The Debtors are further authorized to reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their Claim holders, with the consent of the Creditors' Committee and the Requisite Plan Sponsors, not to be unreasonably withheld. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor in accordance with the foregoing sentence will be final and binding on all parties.

38. ~~37.~~ The Debtors or their Voting Agent shall file the Ballot Certification on or before [___], [___], 201_.

Rights Offering Procedures

39. ~~38.~~ The Rights Offering Procedures, including the Rights Commencement Date and the Rights Expiration Time, as set forth in Section XIII of the Disclosure Statement, are **APPROVED**.

40. ~~39.~~ The Debtors are hereby authorized and empowered to conduct the Rights Offering pursuant to the terms and provisions of the Rights Offering Procedures, and may take such actions, as necessary to effectuate the Rights Offering.

The Confirmation Hearing

41. ~~40.~~ The Confirmation Hearing shall be held on [_____, _____], **201_ at __:__ (_.m.) (prevailing Central Time)**; *provided*, *however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Objection Procedures

42. ~~41.~~ The Debtors are authorized to file and serve a supplement to the Plan on or before [_____, _____], **201_.**

43. ~~42.~~ The deadline to object or respond to confirmation of the Plan shall be [_____, _____, **201_ at _:00 _.m.] (prevailing Central Time)** (the "**Plan Objection Deadline**").

44. ~~43.~~ Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; and (d) set forth the basis for the objection and the specific grounds therefor.

45. ~~44.~~ Registered users of this Court's case filing system must electronically file their objections and responses on or before the Plan Objection Deadline. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242 on or before the Plan Objection Deadline.

46. ~~45.~~ Pursuant to Bankruptcy Rule 3017, any objection or response also must be served upon and received by the following parties no later than the Plan Objection Deadline:

Debtors

CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
Dallas, Texas 75242
Attn: Meredyth Kippes

Counsel to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer
Kelly DiBlasi
Telephone: (212) 310-8000
Fax: (212) 310-8007
Email: gary.holtzer@weil.com
kelly.diblasi@weil.com

Counsel to the Debtors

Weil, Gotshal & Manges LLP
200 Crescent Ct., Suite 300
Dallas, Texas 75201
Attn: Stephen A. Youngman
Telephone: (214) 746-7700
Fax: (214) 746-7777
Email: stephen.youngman@weil.com

Counsel to the Official Committee of Unsecured Creditors

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attn: Douglas Mannal
Anupama Yerramalli
Rachael Ringer
Fax: (212) 715-8183
Email: dmannal@kramerlevin.com
ayerramalli@kramerlevin.com
rringer@kramerlevin.com

Counsel to the Official Committee of Unsecured Creditors

Gardere Wynne Sewell LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attn: Marcus A. Helt
Mark C. Moore
Fax: (214) 999-3150
Email: mhelt@gardere.com
mmoore@gardere.com

Counsel to the Revolving Credit Facility Agent

Norton Rose Fulbright
2200 Ross Avenue, Suite 3600
Dallas, TX 75201
Attn: Louis R. Strubeck, Jr.
Richard P. Borden
Fax: (214) 855-8200

Counsel to the ABL Credit Facility Agent

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attn: Leslie A. Plaskon
Andrew V. Tenzer
Michael E. Comerford

Email: louis.strubeck@nortonrosefulbright.com
greg.wilkes@nortonrosefulbright.com
tim.springer@nortonrosefulbright.com

Counsel to the Ad Hoc Group of Senior Secured Noteholders

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park, Bank of America Tower
New York, New York 10036
Attn: Michael S. Stamer
Jason P. Rubin
Fax: (212) 872-1002
Email: mstamer@akingump.com
jrubin@akingump.com

1333 New Hampshire Ave. N.W.
Washington, D.C. 20036
Attn: James Savin
Fax: (202) 887-4288
Email: jsavin@akingump.com

Counsel to Milestone and its affiliates

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attn: Michael G. Burke
Fax: (212) 839-5599
Email: mgburke@sidley.com

Fax: (212) 319-4090
Email: leslieplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.com

Counsel to the Senior Secured Notes Indenture Trustee

Morgan, Lewis & Bockius LLP,
101 Park Avenue
New York, NY 10178
Attn: Glenn E. Siegel
Fax: (212) 309-6001
Email:glenn.siegel@morganlewis.com

Morgan, Lewis & Bockius LLP,
1717 Main Street, Suite 3200
Dallas, TX 75201
Attn: Jillian Harris
Fax: (214) 466-4001
Email: jillian.harris@morganlewis.com

Counsel to the Indenture Trustee Under the 2021 Notes

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York NY 10019
Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6359
Email:crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

47. ~~46.~~ Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

48. ~~47.~~ The Debtors and any parties in interest are authorized to file and serve replies or an omnibus reply to any such objections along with a brief in support of confirmation of the Plan (the "**Confirmation Brief**") either separately or in a single, consolidated document on or before [_____],[___], **201_ at [__]:00 [__].m. (prevailing Central Time)**.

Confirmation Hearing Notice

49. ~~48.~~ The Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1** is **APPROVED**.

50. ~~49.~~ The form and proposed manner of service of the Confirmation Hearing Notice comply with all applicable Bankruptcy Rules and Local Rules, and no further notice is necessary.

51. ~~50.~~ The Debtors shall submit the Confirmation Hearing Notice for publication in *The Wall Street Journal* (Global Edition—North America, Europe, and Asia), *The Globe and Mail*, and *Cayman Gazette* **within five (5) business days** after the entry of the Proposed Order approving the Disclosure Statement or as soon as practicable thereafter.

General

52. ~~51.~~ The Debtors are authorized to make non-substantive changes (subject to the consent rights provided in the Plan Support Agreement, dated October 11, 2016, to which each Debtor is a party), to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

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

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

###END OF ORDER###

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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

-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
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New York, New York 10153
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Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

EXHIBIT 1

Confirmation Hearing Notice

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

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

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PLAN, (IV) PROCEDURES AND DEADLINE FOR OBJECTING TO THE CONFIRMATION OF THE PLAN, AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

CHC Group Ltd.	Case No. 16-31854
6922767 Holding SARL	Case No. 16-31855
Capital Aviation Services B.V.	Case No. 16-31856
CHC Cayman ABL Borrower Ltd.	Case No. 16-31857
CHC Cayman ABL Holdings Ltd.	Case No. 16-31858
CHC Cayman Investments I Ltd.	Case No. 16-31859
CHC Den Helder B.V.	Case No. 16-31860
CHC Global Operations (2008) ULC	Case No. 16-31862
CHC Global Operations Canada (2008) ULC	Case No. 16-31870
CHC Global Operations International ULC	Case No. 16-31879
CHC Helicopter (1) S.à r.l.	Case No. 16-31892
CHC Helicopter (2) S.à r.l.	Case No. 16-31895
CHC Helicopter (3) S.à r.l.	Case No. 16-31878
CHC Helicopter (4) S.à r.l.	Case No. 16-31882
CHC Helicopter (5) S.à r.l.	Case No. 16-31890
CHC Helicopter Australia Pty Ltd	Case No. 16-31872
CHC Helicopter Holding S.à r.l.	Case No. 16-31875
CHC Helicopter S.A.	Case No. 16-31863
CHC Helicopters (Barbados) Limited	Case No. 16-31865
CHC Helicopters (Barbados) SRL	Case No. 16-31867
CHC Holding (UK) Limited	Case No. 16-31868
CHC Holding NL B.V.	Case No. 16-31874
CHC Hoofddorp B.V.	Case No. 16-31861
CHC Leasing (Ireland) Limited	Case No. 16-31864
CHC Netherlands B.V.	Case No. 16-31866
CHC Norway Acquisition Co AS	Case No. 16-31869
Heli-One (Netherlands) B.V.	Case No. 16-31871
Heli-One (Norway) AS	Case No. 16-31876
Heli-One (U.S.) Inc.	Case No. 16-31881
Heli-One (UK) Limited	Case No. 16-31888
Heli-One Canada ULC	Case No. 16-31893
Heli-One Holdings (UK) Limited	Case No. 16-31894
Heli-One Leasing (Norway) AS	Case No. 16-31886

Heli-One Leasing ULC	Case No. 16-31891
Heli-One USA Inc.	Case No. 16-31853
Heliworld Leasing Limited	Case No. 16-31889
Integra Leasing AS	Case No. 16-31885
Lloyd Bass Strait Helicopters Pty. Ltd.	Case No. 16-31883
Lloyd Helicopter Services Limited	Case No. 16-31873
Lloyd Helicopter Services Pty. Ltd.	Case No. 16-31877
Lloyd Helicopters International Pty. Ltd.	Case No. 16-31880
Lloyd Helicopters Pty. Ltd.	Case No. 16-31884
Management Aviation Limited	Case No. 16-31887

PLEASE TAKE NOTICE THAT:

1. ***Approval of Disclosure Statement***. On [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, "**Disclosure Statement**")[1] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Disclosure Statement Order**") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Plan**").

2. ***Confirmation Hearing***. A hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") has been scheduled for **[_____], 201_ at [__:__][_.m.] (prevailing Central Time)**, before the Honorable Barbara J Houser, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Court announcement or providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. ***Voting Record Date***. Holders of Claims against the Debtors in Class 3 (Revolving Credit Agreement Claims), Class 4 (ABL Credit Agreement Claims), Class 5 (Senior Secured Notes Claims), Class 6 (Unsecured Notes Claims), Class 7 (General Unsecured Notes Claims), and Class 8 (Convenience Claims) as of **[_____], 201_** (the "**Voting Record Date**").

4. ***Voting Deadline***. All votes to accept or reject the Plan must be **actually received** by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC, by no later than **[_____], 201_ at 5:00 p.m. (prevailing Central Time)** (the "**Voting Deadline**"). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. ***Parties in Interest Not Entitled to Vote***. Holders of Unimpaired Claims and holders of Existing CHC Interests are not entitled to vote on the Plan and will not receive a

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

Ballot. If all or a portion of your claim has been disallowed for voting purposes and you believe that you should be entitled to vote on the Plan in a different amount or class, then by [_____] you must serve on the parties identified in paragraph 7 below and file with the Bankruptcy Court a motion (a "**Rule 3018(a) Motion**") for an order pursuant to Rule 3018(a) of the Bankruptcy Rules temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

6. ***Objections to Confirmation***. The deadline to object or respond to confirmation of the Plan is **[____], 201_ at [_:__ _.m.] (prevailing Central Time)** (the "**Plan Objection Deadline**").

7. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (d) provide the basis for the objection and the specific grounds therefor; and (e) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, TX 75242, and served upon the following parties so as to actually be received by the Plan Objection Deadline:

Debtors
CHC Group Ltd.
600 East Las Colinas Blvd., 10th Floor
Irving, Texas 75039
Attn: Hooman Yazhari, General Counsel

Office of the U.S. Trustee
Office of the U.S. Trustee for
the Northern District of Texas
Earle Cabell Federal Building
1100 Commerce St., Room 976
Dallas, Texas 75242
Attn: Meredyth Kippes

Counsel to the Debtors
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer
Kelly DiBlasi
Telephone: (212) 310-8000
Fax: (212) 310-8007
Email: gary.holtzer@weil.com
kelly.diblasi@weil.com

Counsel to the Debtors
Weil, Gotshal & Manges LLP
200 Crescent Ct., Suite 300
Dallas, Texas 75201
Attn: Stephen A. Youngman
Telephone: (214) 746-7700
Fax: (214) 746-7777
Email: stephen.youngman@weil.com

Counsel to the Official Committee of Unsecured Creditors
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attn: Douglas Mannal
Anupama Yerramalli
Rachael Ringer
Fax: (212) 715-8000
Email: dmannal@kramerlevin.com
ayerramalli@kramerlevin.com
rringer@kramerlevin.com

Counsel to the Official Committee of Unsecured Creditors
Gardere Wynne Sewell LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Attn: Marcus A. Helt
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New York, NY 10178
Attn: Glenn E. Siegel
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Counsel to Milestone and its affiliates
Sidley Austin LLP
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New York, NY 10019
Attn: Michael G. Burke
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Email: mgburke@sidley.com

Counsel to the Indenture Trustee Under the 2021 Notes
Chadbourne & Park LLP
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New York, NY 10019
Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6539
Email: crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

8. IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

9. ***Parties That Will Not Be Entitled to Vote or Receive Any Distribution.*** Any holder of a Claim that is scheduled in the Debtors' Schedules at $0, or in an unknown amount, or as disputed, contingent, or unliquidated, and that has not filed a timely proof of claim, shall not be treated as a creditor with respect to such Claim for purposes of receiving voting distributions under the Plan. **PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.**

10. **IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

11. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other Solicitation Materials should contact the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Interested parties may also review the Disclosure Statement and the Plan free of charge at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access

documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

12. ***Releases and Injunctions.*** **Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus, you are advised to review and consider the Plan carefully because your rights may be affected thereunder.**

13. ***Plan Supplement.*** The Debtors will file and serve any supplement to the Plan on or before [___, ____, 201_].

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)
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Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
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-and-

Gary T. Holtzer (*pro hac vice*)
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Email: gary.holtzer@weil.com
Email: kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

EXHIBIT 2

Form of Revolving Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 3: REVOLVING CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 3 Revolving Credit Agreement Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 3 Revolving Credit Agreement Claim under the Plan.

All Revolving Credit Agreement Claims against the Debtors have been placed in Class 3 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT**.
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLAIMS IN CLASS 3 (REVOLVING CREDIT AGREEMENT CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 3 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a Revolving Credit Agreement Claim in Class 3, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 3 claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLESAE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 3 Revolving Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Revolving Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Principal Amount of Revolving Credit Agreement Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 3 Revolving Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to**

this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 3 Revolving Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 3 Revolving Credit Agreement Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 3 Revolving Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Revolving Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 3

Form of ABL Credit Agreement Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 4: ABL CREDIT AGREEMENT CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 4 ABL Credit Agreement Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 4 ABL Credit Agreement Claim under the Plan.

All ABL Credit Agreement Claims against the Debtors have been placed in Class 4 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
5. **SIGN THE BALLOT**.
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLAIMS IN CLASS 4 (ABL CREDIT AGREEMENT CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 4 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 4 that actually vote on the Plan. In the event that Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 4 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold an ABL Credit Agreement Claim in Class 4, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

f. if you hold Class 4 Claims against more than one Debtor, your vote on this Ballot will count separately with respect to each such Debtor

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 ABL Credit Agreement Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a ABL Credit Agreement Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

Amount of ABL Credit Agreement Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 4 ABL Credit Agreement Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments,**

and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 4 ABL Credit Agreement Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan.**

Item 4. **Certification as to Class 4 ABL Credit Agreement Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 4 ABL Credit Agreement Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the ABL Credit Agreement Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 4

Form of General Unsecured Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 7: GENERAL UNSECURED CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 7 General Unsecured Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 7 General Unsecured Claim under the Plan.

All General Unsecured Claims against the Debtors have been placed in Class 7 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5 AND ITEM 6 AND COMPLETE ITEM 6.
6. **SIGN THE BALLOT**.
7. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
8. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
10. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLAIMS IN CLASS 7 (GENERAL UNSECURED CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 7 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 7 that actually vote on the Plan. In the event that Class 7 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 7 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a General Unsecured Claim in Class 7, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you elect to have your General Unsecured Claim irrevocably reduced to the amount of one hundred thousand dollars ($100,000) and therefore, to be treated as a Convenience Claim, check the box in Item 4;

d. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

e. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. if you hold Class 7 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;

h. provide your name and mailing address on your Ballot;

i. sign and date your Ballot and provide the remaining information requested; and

j. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 7 General Unsecured Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Primary General Unsecured Claim in the ~~aggregate amount provided below~~amount(s) provided in **Exhibit 1**, attached hereto, and of a Secondary General Unsecured Claim in the amount(s) provided in **Exhibit 2**, attached hereto.

~~Debtor(s)~~	~~Amount of Class 7 Primary General Unsecured Claim~~
	~~$_____~~

~~Debtor(s)~~	~~Amount of Class 7 Secondary General Unsecured Claim~~
	~~$_____~~
	~~$_____~~

Item 2. Vote on the Plan. The undersigned holder of a Class 7 General Unsecured Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any**

security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 7 General Unsecured Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. OPTIONAL – Convenience Claim Election. Check the box below if you elect to have your Primary General Unsecured Claim irrevocably reduced to the amount of one hundred thousand dollars ($100,000) and, therefore, to be treated as a Convenience Claim in accordance with Section 4.8 of the Plan. By making this Convenience Claim election, your response to Item 2 above will be counted as a vote in Class 8 with respect to your Convenience Claim.[1] If you make a convenience Claim Election, you will not be entitled to any other recovery or distribution on account of your Primary General Unsecured Claim in Class 7 or any corresponding Secondary General Unsecured Claims.

[1] Please consult Section 4.8 of the Plan for a complete description of the treatment of Convenience Claims.

☐ The undersigned certifies that it elects to voluntarily and irrevocably reduce the amount of its Allowed Primary General Unsecured Claim to one hundred thousand dollars ($100,000), such that it will be entitled to receive a distribution as a holder of a Convenience Claim pursuant to Section 4.8 of the Plan. Holders of General Unsecured Claims that make such election shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all of such holders' Claims that are based on the same liability or obligation as the Convenience Claim.

Item 5. Certification as to Class 7 General Unsecured Claims Held in Additional Accounts. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 7 General Unsecured Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the General Unsecured Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

Exhibit 1

Debtor(s)	Amount of Class 7 Primary General Unsecured Claim

Exhibit 2

Debtor(s)	Amount of Class 7 Secondary General Unsecured Claim

EXHIBIT 5

Convenience Claims Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

PLEASE NOTE THAT, EVEN IF YOU INTEND TO VOTE TO REJECT THE PLAN, YOU MUST STILL READ, COMPLETE, AND EXECUTE THIS ENTIRE BALLOT.

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)**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 8: CONVENIENCE CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

If you are, as of **[_____], 201_** (the "**Voting Record Date**"), a holder of a Class 8 Convenience Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Class 8 Convenience Claim under the Plan.

All Convenience Claims against the Debtors have been placed in Class 8 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such other Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____], 201_ AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE").

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver your Ballot to:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exception) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

11. COMPLETE ITEM 1.
12. COMPLETE ITEM 2.
13. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
14. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 5.
15. **SIGN THE BALLOT**.
16. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY OR BY OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT BEFORE THE VOTING DEADLINE.
17. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT RECEIVED THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
18. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
19. ANY EXECUTED BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLAIMS IN CLASS 8 (CONVENIENCE CLAIMS)

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class 8 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 8 that actually vote on the Plan. In the event that Class 8 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 8 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Voting Agent so that it is actually received by the Voting Agent by no later than [_____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

   a. if you hold a Convenience Claim in Class 8, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in Item 3;

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

f. if you hold Class 8 Claims against more than one Debtor, your vote on the Ballot will count separately with respect to each such Debtor;

g. provide your name and mailing address on your Ballot;

h. sign and date your Ballot and provide the remaining information requested; and

i. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 8 Convenience Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such holder) of a Convenience Claim in the aggregate amount provided below.

Amount of Class 8 Claim:
$_____

Item 2. Vote on the Plan. The undersigned holder of a Class 8 Convenience Claim in the amount identified in Item 1 above hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation,**

formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 8 Convenience Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 8 Claims Held in Additional Accounts**. The undersigned hereby certifies that either (i) it has not submitted any other Ballots for other Class 8 Convenience Claims held in other accounts or other record names, or (ii) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

Item 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Convenience Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 6

Form of Senior Secured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

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)**

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the "**Master Ballot**"). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

(Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), or as the proxy holder for, one or more beneficial holders of a Class 5 Senior Secured Notes Claim as of **[_____], 201_** (the "**Voting Record Date**"), to transmit to the Voting Agent the votes of such beneficial holders (the "**Beneficial Holders**") in respect of their Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purpose of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Senior Secured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 5 (SENIOR SECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including "**Beneficial Holder Ballots**") using the following method:

> You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:

(a) Check the appropriate box in Item 1 on this Master Ballot;

(b) Provide the information requested in Item 2 and Item 3 of the Master Ballot, as transmitted to you by the Beneficial Holders of the Senior Secured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS SENIOR SECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

(c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.

(d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Senior Secured Notes Claims voted;

(e) Review the certification in Item 5 of this Master Ballot;

(f) Sign and date this Master Ballot, and provide the remaining information requested;

(g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;

(h) Contact the Voting Agent if you need any additional information; and

(i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor

the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Senior Secured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Senior Secured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Senior Secured Notes Claims held by the Beneficial Holders of the Senior Secured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Senior Secured Notes Claims, and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Senior Secured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Senior Secured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 5 Senior Secured Notes Claims	**Principal Amount of Senior Secured Notes Claims Voted in Item 2 of the Beneficial Holder Ballot**			**Item 3** **If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	To Accept the Plan		**To Reject the Plan**	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. **Certification as to Transcription of Information from Item 4 as to Senior Secured Notes Claims Voted Through Other Beneficial Holder Ballots**. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Senior Secured Notes Claims for which such Beneficial Holders have

submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 5 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Senior Secured Notes Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Customer Account Number for Other Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account (if applicable)	Principal Amount of other Senior Secured Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 5 Senior Secured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable):_____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): (____) _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 7

Form of Senior Secured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.[1]

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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)**

BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

You are receiving this Class 5 ballot (a "**Beneficial Holder Ballot**") because you are the beneficial holder of a claim arising under the 9.250% Senior Secured Notes due 2020 (the "**Senior Secured Notes**"), issued pursuant to the Indenture dated as of October 4, 2010 between CHC Helicopter S.A., as issuer, each of the guarantors therein, and The Bank of New York Mellon, as indenture trustee. The Plan classifies these claims as Senior Secured Notes Claims in Class 5.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company,

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

dealer, or other agent or nominee (each of the foregoing, a "Nominee"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice**.

This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Senior Secured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 5 Senior Secured Notes Claim under the Plan.

All Senior Secured Notes Claims against the Debtors have been placed in Class 5 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee's Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A "NOMINEE"), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provision will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT**.
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 5 SENIOR SECURED NOTES CLAIMS

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**

2. The Plan will be accepted by Class 5 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 5 that actually vote on the Plan. In the event that Class 5 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 5 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your Class 5 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201_, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will <u>not</u> be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:

   a. if you hold a Senior Secured Notes Claim in Class 5, cast one vote to accept or reject the Plan by checking the appropriate box in <u>Item 2</u>;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in section 10.7(b) of the Plan, check the box in <u>Item 3</u>

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 5 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Beneficial Holder Ballot;

h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and

i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. **Amount of Senior Secured Notes Claims**. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of a Senior Secured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Senior Secured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Senior Secured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Senior Secured Notes Claim:
$_____

Item 2. **Vote on the Plan**. The undersigned beneficial holder of a Class 5 Senior Secured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in**

their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 5 Senior Secured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Release in Section 10.7(b) of the Plan**

Item 4. Certification as to Class 5 Senior Secured Notes Claims held in Additional Accounts. The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 5 Senior Secured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Senior Secured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED SENIOR SECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 5 Senior Secured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Senior Secured Notes Claim for Which Other Ballot has been Submitted

Item 5. **Acknowledgements and Certification.** By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Senior Secured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 8

Form of Class 6 Unsecured Notes Claims Master Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Ballot.[1]

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)**

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this master ballot (the "**Master Ballot**"). Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 877-833-4150

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

(Toll-Free) or 917-281-4800 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Master Ballot, please contact the Voting Agent at 877-833-4150 (Toll-Free) or 917-281-4800 (if calling from outside the US or Canada). **Please be advised that the Voting Agent cannot provide legal advice.**

This Master Ballot is to be used by you as a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), or as the proxy holder for, one or more beneficial holders of a Class 6 Unsecured Notes Claim as of **[_____], 201_** (the "**Voting Record Date**"), to transmit to the Voting Agent the votes of such beneficial holders (the "**Beneficial Holders**") in respect of their Unsecured Notes Claims.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Master Ballot.

VOTING DEADLINE: [____], 201_ 5:00 P.M. (PREVAILING CENTRAL TIME).

For this Master Ballot and the votes reflected herein to be counted, this Master Ballot must be properly completed, signed, and returned, along with copies of the Beneficial Holder Ballots, so that they are actually received by the Voting Agent no later than the Voting Deadline, unless such time is extended in writing by the Debtors. Please mail or deliver this Master Ballot to:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If this Master Ballot, along with copies of the Beneficial Holder Ballots, are not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended as noted above, this Master Ballot and the votes reflected herein will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

This Master Ballot is solely for the purposes of transmitting votes to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, any Unsecured Notes Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
CLASS 6 (UNSECURED NOTES CLAIMS)

1. **This Master Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received by the Voting Agent by no later than [____], 201_ at 5:00 p.m. (prevailing Central Time), the Voting Deadline, unless such time is extended in writing by the Debtors.** Ballots must be delivered either by first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Voting Agent at the following address:

CHC Ballot Processing Center
c/o KCC
1290 Avenue of the Americas
9th Floor
New York, NY 10104

This Master Ballot will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

2. Within five (5) business days of receipt of the Solicitation Packages, you shall promptly distribute such Solicitation Packages to the Beneficial Holders (including "**Beneficial Holder Ballots**") using one of the following two methods:

You may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to you. After collecting the Beneficial Holder Ballots, you should, in turn, complete this Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute this Master Ballot, and deliver this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. All copies of Beneficial Holder Ballots returned by Beneficial Holders should also be forwarded to the Voting Agent (along with this Master Ballot). You should advise your Beneficial Holders to return their Beneficial Holder Ballots to you by a date calculated by you to allow you sufficient time to prepare and return this Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.

3. With respect to all Beneficial Holder Ballots returned to you, you must properly complete this Master Ballot, as follows:

(a) Check the appropriate box in Item 1 on this Master Ballot;

(b) Provide the information requested in Item 2 and Item 3 of this Master Ballot, as transmitted to you by the Beneficial Holders of the Unsecured Notes Claims. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF ITS UNSECURED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

(c) Please note that Item 3 of this Master Ballot requests that you place an X in the Item 3 column only if the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan.

(d) Please note that Item 4 of this Master Ballot requests that you transcribe the information provided by each Beneficial Holder in Item 4 of each completed Beneficial Holder Ballot relating to other Unsecured Notes Claims voted;

(e) Review the certification in Item 5 of this Master Ballot;

(f) Sign and date this Master Ballot, and provide the remaining information requested;

(g) If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;

(h) Contact the Voting Agent if you need any additional information; and

(i) Deliver the completed, executed Master Ballot with an original signature so as to be received by the Voting Agent before the Voting Deadline. All copies of Beneficial Holder Ballots returned to you by Beneficial Holders should also be forwarded to the Voting Agent.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit Beneficial Holders' votes to accept or reject the Plan. At this time, holders should not surrender certificates representing their securities. Neither the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.

No Beneficial Holder Ballot or Master Ballot shall constitute or be deemed a proof of claim or an assertion of a Claim.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. The Debtors will, however, reimburse you for reasonable, documented, actual costs and expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Unsecured Notes Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Holder Ballots.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH THIS MASTER BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THIS MASTER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT 877-833-4150 (TOLL-FREE) OR 917-281-4800 (IF CALLING FROM OUTSIDE THE US OR CANADA). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

☐ Is a broker, bank, commercial bank, trust company, dealer, or other agent or nominee for the Beneficial Holders of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below, and is the registered holder of such securities; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, commercial bank, trust company, dealer, or other agent or nominee, or a Beneficial Holder, that is the registered holder of the aggregate principal amount of the Unsecured Notes Claims listed in Item 2 below;

and accordingly, has full power and authority to transmit votes to accept or reject the Plan on behalf of the Unsecured Notes Claims held by the Beneficial Holders of the Unsecured Notes Claims described in Item 2.

Item 2. Vote and Item 3. Releases. The undersigned transmits the following votes of Beneficial Holders in respect of their Unsecured Notes Claims, and certifies that the following Beneficial Holders, as identified by their respective customer account numbers set forth below, of the Unsecured Notes Claims indicated below in the document footer are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Holder must vote all of its Unsecured Notes Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan. If the Beneficial Holder has voted to reject the Plan and checked the box in Item 3 of the Beneficial Holder Ballot pertaining to the releases by holders of Claims and Interests, as detailed in Section 10.7(b) of the Plan, please place an X in the Item 3 column below.

Your Customer Account Number for Each Beneficial Holder of Class 6 Unsecured Notes Claims	**Principal Amount of Unsecured Notes Claims Voted in Item 2 of the Beneficial Holder Ballot**			**Item 3** **If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	To Accept the Plan		**To Reject the Plan**	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
	$	**OR**	$	
TOTALS:				

* To vote on the Plan, the Beneficial Holder must check one box in Item 2 to either ACCEPT or REJECT the Plan on its individual Beneficial Holder Ballot. If the Beneficial Holder did not check a box to either ACCEPT or REJECT the Plan, or

checked both the box to ACCEPT the Plan and the box to REJECT the Plan, by order of the Bankruptcy Court the Beneficial Holder's vote will not be counted.

Item 4. **Certification as to Transcription of Information from Item 4 as to Unsecured Notes Claims Voted Through Other Beneficial Holder Ballots**. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of the Beneficial Holders' original Beneficial Holder Ballots, identifying any Unsecured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Information to be Transcribed from Item 4 of Class 6 Beneficial Holder Ballots Regarding Other Ballots Cast in Respect of Unsecured Notes Claims				
Your Customer Account Number for the Beneficial Holder	Beneficial Holder's Customer Account Number for Other Account	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account (if applicable)	Principal Amount of other Unsecured Notes Claims Voted

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each Beneficial Holder of the Class 6 Unsecured Notes Claims listed in Item 2 above has been provided with a CD-ROM containing the Disclosure Statement, including the Plan and all other exhibits thereto, a Confirmation Hearing Notice, and a copy of the Order approving the Disclosure Statement without exhibits. The undersigned further acknowledges that (a) each Beneficial Holder included in Item 2 above has submitted to you a Beneficial Holder Ballot and (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Order approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Nominee (Print or Type): _____

Participant Number: _____

Name of Nominee, Proxy Holder, or Agent (if applicable):_____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number (Including Area Code): ( ) _____

E-mail Address: _____

Date Completed: _____

EXHIBIT 9

Form of Class 6 Unsecured Notes Claims Beneficial Holder Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Disclosure Statement and other materials accompanying this Beneficial Holder Ballot.[1]

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Beneficial Holder Ballot.

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)**

BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, the "**Plan**"). The Plan is attached as **Exhibit B** to the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd and Its Affiliated Debtors*, filed on [____], 201_ [Docket No. __] (as may be further amended, the "**Disclosure Statement**").

You are receiving this Class 6 ballot (a "**Beneficial Holder Ballot**") because you are the beneficial holder of a claim arising under the 9.375% unsecured notes due 2021 (the "**Unsecured Notes**"), issued pursuant to the Indenture dated as of May 13, 2013 between CHC Helicopter S.A., as issuer, each of the guarantors named therein, and The Bank of New York Mellon, as original indenture trustee. Law Debenture Trustee Company of New York is the successor indenture trustee for the Unsecured Notes. The Plan classifies these claims as Unsecured Notes Claims in Class 6.

[1] All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as **Exhibit B** to the Disclosure Statement.

You have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, commercial bank, trust company, dealer, or other agent or nominee (each of the foregoing, a "**Nominee**"), in accordance with the instructions provided by your Nominee, who will then submit a master ballot with respect to the Beneficial Holder Ballots it timely receives.

The United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") has approved the Disclosure Statement, which provides information to assist you in completing this Beneficial Holder Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan. If you do not have a Disclosure Statement, you may obtain a copy from (a) Kurtzman Carson Consultants LLC (the "**Voting Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/chc, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Beneficial Holder Ballot, please contact the Voting Agent at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Please be advised that the Voting Agent cannot provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Class 6 Unsecured Notes Claim under the Plan.

All Unsecured Notes Claims against the Debtors have been placed in Class 6 under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class.

VOTING DEADLINE: [____] AT 5:00 P.M. (PREVAILING CENTRAL TIME). PLEASE ALLOW TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

For your vote to be counted, your Nominee's Master Ballot transmitting your vote must be properly completed, signed, and returned so that it is actually received by the Voting Agent, unless such time is extended in writing by the Debtors.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BROKER, BANK, COMMERCIAL BANK, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (EACH OF THE FOREGOING, A "NOMINEE"), PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND DELIVER THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to allow your Nominee to process your vote instructions and deliver a Master Ballot transmitting your vote, to the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, the Plan, including these provisions will (with limited exceptions) be binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4 AND ITEM 5 AND COMPLETE ITEM 4 AND ITEM 5.
5. **SIGN THE BENEFICIAL HOLDER BALLOT**.
6. RETURN THE ORIGINAL SIGNED BENEFICIAL HOLDER BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO YOUR NOMINEE. **PLEASE CLOSELY FOLLOW THE VOTING INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BENEFICIAL HOLDER BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BENEFICIAL HOLDER BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY EXECUTED BENEFICIAL HOLDER BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT FOR HOLDERS OF CLASS 6 UNSECURED NOTES CLAIMS

1. This Beneficial Holder Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**

2. The Plan will be accepted by Class 6 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 6 that actually vote on the Plan. In the event that Class 6 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 6 and all other Classes of Claims or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. In order for your Class 6 vote to be counted, this Beneficial Holder Ballot must be properly completed, signed, and returned in the envelope provided.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT ON OR BEFORE [____], 201_, AT [TIME] (PREVAILING CENTRAL TIME), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Ballots will <u>not</u> be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Beneficial Holder Ballot, you must follow the procedures described below:

   a. if you hold an Unsecured Notes Claim in Class 6, cast one vote to accept or reject the Plan by checking the appropriate box in <u>Item 2</u>;

   b. if you vote to reject the Plan and choose to opt out of the releases contained in Section 10.7(b) of the Plan, check the box in <u>Item 3</u>.

   c. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

d. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot;

e. if you hold Class 6 Claims against more than one Debtor, your vote on this Beneficial Holder Ballot will count separately with respect to each such Debtor;

f. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

g. provide your name and mailing address on your Beneficial Holder Ballot;

h. sign and date your Beneficial Holder Ballot and provide the remaining information requested; and

i. return your Beneficial Holder Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BENEFICIAL HOLDER BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR NEED ADDITIONAL COPIES OF THE BENEFICIAL HOLDER BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, BY EMAIL AT CHCINFO@KCCLLC.COM, OR BY TELEPHONE AT 866-967-0261 (TOLL-FREE) OR 310-751-2661 (IF CALLING FROM OUTSIDE THE US OR CANADA).

COPIES OF THE PLAN AND DISCLOSURE STATEMENT MAY ALSO BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT HTTP://WWW.KCCLLC.NET/CHC. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. **Amount of Unsecured Notes Claims**. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of an Unsecured Notes Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest. If your Unsecured Notes Claim is held by a Nominee on your behalf and you do not know the principal amount of Unsecured Notes Claim held, please contact your Nominee immediately to obtain the amount.

Principal Amount of Unsecured Notes Claim:
$_____

Item 2. **Vote on the Plan**. The undersigned beneficial holder of a Class 6 Unsecured Notes Claim in the amount identified in Item 1 hereby votes to:

Check one box: ☐ to **Accept** the Plan.

OR

☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.

Section 10.7(b) of the Plan contains the following Release provision:

> **Releases by Holders of Claims and Interests. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan, the Plan Documents, and the Cayman Proceedings, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan or in the Confirmation Order, as an integral component of this Plan, the Released Parties are deemed forever released and discharged by (i) the holders of all Claims or Interests who vote to accept this Plan, (ii) the holders of Claims or Interests that are Unimpaired under this Plan, (iii) the holders of Claims or Interests whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan, (iv) the holders of Claims or Interests who vote to reject this Plan but do not opt out of granting the releases set forth herein, from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in**

their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the transactions contemplated by Section 5.2 hereof, the Disclosure Statement, the Plan Support Agreement, and this Plan and related agreements, instruments, and other documents (including the Plan Documents), and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to this Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, willful misconduct, or gross negligence; *provided*, *however*, that, for the avoidance of doubt, the releases provided for herein shall not release any claim against any non-Debtor that has been asserted by the named plaintiff or any member of the class (provided that such class member does not timely opt out of the class) in *Rudman v. CHC Group et al.*, 15-cv-3773-LAK, pending in the United States District Court for the Southern District of New York.

AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THIS RELEASE ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISION IN SECTION 10.7(b) OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED SUCH RELEASES.

The undersigned holder of the Class 6 Unsecured Notes Claim set forth in Item 1 elects to:

☐ **Opt Out of the Releases in Section 10.7(b) of the Plan**

Item 4. **Certification as to Class 6 Unsecured Notes Claims held in Additional Accounts**. The undersigned beneficial holder hereby certifies that either (i) it has not submitted any other Beneficial Holder Ballots for other Class 6 Unsecured Notes Claims held in other accounts or other record names or (ii) it has provided the information specified in the following table for all other Unsecured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED UNSECURED NOTES CLAIMS BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Other Ballots Cast in Respect of Class 6 Unsecured Notes Claims			
Your Name or Customer Account Number for Other Account for Which a Ballot Has Been Submitted	CUSIP Number	Name of Broker, Bank, Dealer, Agent or Nominee for Other Account for Which a Ballot has been Submitted (if applicable)	Principal Amount of Unsecured Notes Claim for Which Other Ballot has been Submitted

Item 5. **Acknowledgements and Certification.** By signing this Beneficial Holder Ballot, the undersigned acknowledges that: (i) it has been provided with a copy of the Disclosure Statement, including all exhibits thereto; (ii) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the order of the Bankruptcy Court approving the Disclosure Statement, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (iii) it is the holder of the Unsecured Notes Claim identified in Item 1 above as of the Voting Record Date; and (iv) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

This Beneficial Holder Ballot shall not constitute or be deemed a proof of Claim or Interest, an assertion of a Claim or Interest, or the allowance of a Claim or Interest.

EXHIBIT 10

Notice of Non-Voting Status – Unimpaired Classes

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

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

NOTICE OF NON-VOTING STATUS[1]

PLEASE TAKE NOTICE THAT, on [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be further amended, "**Disclosure Statement**")[2] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Order**") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, the "**Plan**"). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

***Releases and Injunctions*. Article X of the Plan contains release, exculpation, and injunction provisions, including third party releases. If the Plan is confirmed by the Bankruptcy Court, these provisions will (with limited exceptions) be**

[1] Pursuant to the Plan, the Unimpaired Classes deemed to accept the Plan are Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims).

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

binding on all holders of a Claim against or Interest in any Debtor, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Thus you are advised to consider the Plan carefully because your rights may be affected thereunder.

If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kccllc.com, or by telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT 11

Notice of Non-Voting Status – Deemed to Reject Class

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

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

NOTICE OF NON-VOTING STATUS[1]

PLEASE TAKE NOTICE THAT, on [___], 201_, the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**") held a hearing (the "**Disclosure Statement Hearing**") at which it approved the *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, "**Disclosure Statement**")[2] of CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "**Order**") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, filed on [_____], 201_ [Docket No. __] (as may be amended, the "**Plan**"). You can find information about the hearing to consider confirmation of the Plan in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR INTEREST IN THE DEBTORS IS IMPAIRED AND WILL RECEIVE NO RECOVERY AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

If you have any questions about the status of your Interest or if you wish to obtain paper copies of the Plan and Disclosure Statement, you may contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC, by email at chcinfo@kccllc.com, or by

[1] Pursuant to the Plan, the Impaired Class deemed to reject the Plan is Class 10 Existing CHC Interests.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

telephone at 866-967-0261 (Toll-Free) or 310-751-2661 (if calling from outside the US or Canada). Copies of the Plan and Disclosure Statement can also be accessed online at http://www.kccllc.net/chc. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. **Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.**

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession

EXHIBIT 12

Form of Senior Secured Notes Claims Master Subscription Form

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)**

MASTER SUBSCRIPTION FORM FOR SECURED NOTES SUBSCRIPTION RIGHTS FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 5: SENIOR SECURED NOTES CLAIMS

RIGHTS EXPIRATION TIME

THE MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT BY THE DEADLINE OF [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME") OR THE ELECTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Master Subscription Form. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

To Banks, Brokers and other Subscription Nominees:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its

Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering") pursuant to which, each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (an "Eligible Offeree"), will receive rights ("Secured Notes Subscription Rights")[1] to purchase its pro rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the Master Subscription Form because you are a broker, dealer, commercial bank, trust company, financial institution or other agent or nominee (each of the foregoing, a "Subscription Nominee") of the holders of Senior Secured Notes. Please utilize the attached Master Subscription Form to exercise the Secured Notes Subscription Rights of the Eligible Offerees for which you act as Subscription Nominee. You are required to deliver a Subscription Form to each Eligible Offeree that is a holder of an Allowed Senior Secured Notes Claim for which you act as Subscription Nominee, and to take any action required to enable such Eligible Offerees for which you act as Subscription Nominee, to timely elect to participate in the Rights Offering. To enable such Eligible Offerees to participate in the Rights Offering, they must complete and deliver to you a Subscription Form; and you must complete this Master Subscription Form, attach a copy of the Subscription Form executed by each Eligible Offeree listed under Item 2 below, and deliver this Master Subscription Form, together with remittance of full payment for the Rights exercised by such Eligible Offerees, to the Subscription Agent on or before the Rights Expiration Time.

This Master Subscription Form should also be used to enable the Non-Eligible Offerees for which you act as Subscription Nominee to receive the Substitute Distribution to which they are entitled under the Plan. In order for such Non-Eligible Offerees to receive the Substitute Distribution, they must complete and deliver to you a Subscription Form. You must then complete Item 3 of this Master Subscription Form, attach a copy of the Subscription Form executed by each Non-Eligible Offeree listed under Item 3, and deliver the completed Master Subscription Form to the Subscription Agent on or before the Rights Expiration Time.

Before you transmit this Master Subscription Form, please carefully review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement. If you do not have

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

a copy of the Disclosure Statement, you may obtain such copy by contacting the Debtors' subscription agent (the "Subscription Agent"), Kurtzman Carson Consultants, at (917) 281-4800 or by visiting www.kccllc.net/chc. **THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECTIONS ON ACCOUNT OF THE SENIOR SECURED NOTES YOU HOLD FOR THEIR ACCOUNTS.**

A Master Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Subscription Nominee regarding any defect or irregularity in connection with any purported exercise of Secured Notes Subscription Rights for which the Subscription Nominee is acting. In consultation with the Committee and the Requisite Plan Sponsors, the Debtors may, but are under no obligation to, permit such defect or irregularity in any Master Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER SUBSCRIPTION FORMS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME OF [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ]. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.

DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED AND RECEIVED ON OR BEFORE THE RIGHTS EXPIRATION TIME, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

You should review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Disclosure Statement, the Plan and the instructions contained herein before you submit this form. You or the beneficial owners of the Senior Secured Note Claims for whom you are the Subscription Nominee may wish to seek legal advice concerning the Rights Offering.

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Disclosure Statement.

For additional information about the Rights Offering, please see the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, which has been distributed to the Eligible Offerees.

IF YOU HAVE ANY QUESTIONS REGARDING SUBMISSION OF THIS MASTER SUBSCRIPTION FORM, PLEASE CONTACT THE SUBSCRIPTION AGENT.

Item 1. Certification of Authority to Elect. The undersigned certifies that as of the Rights Offering Record Date, the undersigned (please check box):

☐ Is a bank, broker, or other Subscription Nominee for the Eligible Offerees of the aggregate amount of the Senior Secured Notes listed in Item 2 below, and is the registered or record holder of the Senior Secured Notes.

Item 2. Eligible Offerees – Participation in Rights Offering:

Eligible Offerees are eligible to elect to participate in the Rights Offering if (i) the undersigned as Subscription Nominee for each Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Eligible Offeree (a copy of each form should accompany this Master Subscription Form) AND (ii) the undersigned, as Subscription Nominee for the Eligible Offeree, as indicated in the table below, agrees to pay to the Rights Offering Escrow Account, by wire transfer of immediately available funds, the Purchase Price, so that payment of the Purchase Price is actually deposited into the Rights Offering Escrow Account on or before the Rights Expiration Time pursuant to the instructions set forth in the Rights Offering Procedures.

Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offerees, provided that the undersigned cures the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

The undersigned certifies that the following beneficial owners of the Senior Secured Notes are Beneficial Owners, as of the Rights Offering Record Date, have certified that they are Accredited Investors, Institutional Accredited Investors or QIBs and make the following elections with regard to the Rights Offering, as indicated:

Customer Name or Account Number for Each Beneficial Owner[1]	Investor Status (Indicate Accredited Investor, Institutional Accredited Investor or QIB)	Principal Amount Held as of the Rights Offering Record Date	Maximum Amount of New Second Lien Convertible Notes	Amount of New Second Lien Convertible Notes the Beneficial Owner Subscribed For	Total Purchase Price
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

IF YOU ARE ACTING AS A SUBSCRIPTION NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF SENIOR SECURED NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

[1] To identify Beneficial Owners that are Institutional Accredited Investors or QIBs without disclosing their names, insert the customer account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

Item 3. Non-Eligible Offerees. Non-Eligible Offerees are eligible to receive a portion of a Substitute Distribution of New Membership Interests in Reorganized CHC if the undersigned as Subscription Nominee for each Non-Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Non-Eligible Offeree (a copy of each form should accompany this Master Subscription Form) certifying that it is not an Accredited Investor. It is a condition to the eligibility of such Non-Eligible Offerees to receive the Substitute Distribution that this Master Subscription Form is received by the Subscription Agent before the Rights Expiration Time.

The undersigned certifies that as of the Rights Offering Record Date, the following beneficial owners of the Senior Secured Notes, as identified by their respective customer account numbers, were beneficial owners of the Senior Secured Notes in the following principal amount and have certified that they are not Accredited Investors.

Customer Name or Account Number for Each Beneficial Owner[1]	**Principal Amount Held as of the Rights Offering Record Date**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS	

Item 4: Certification. By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Senior Secured Notes listed in Items 2 and 3 above has been provided with the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan, and (ii) it understands that the right of the Beneficial Owners for whom the undersigned acts as Subscription Nominee to participate in the Rights Offering or to receive the Substitute Distribution is subject to all the terms and

[1] To identify Beneficial Owners that are institutional Accredited Investors or QIBs without disclosing their names, insert the customer number, account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

Name of Broker, Bank or other Subscription Nominee:

_____

(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Broker, Bank or Other Subscription Nominee (if applicable):

_____

(Print or Type)

Social Security or Federal Tax I.D. No.: _____
(If Applicable)

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Facsimile Number: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: (____) _____

Date Completed: _____

THIS MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW, BEFORE [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ], OR THE EXERCISE OF RIGHTS TRANSMITTED HEREBY WILL BE VOID.

KURTZMAN CARSON CONSULTANTS
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104
TEL: 917.281.4800

NOTE ABOUT PAYMENT

Payment for the underlying New Second Lien Convertible Notes will be due by wire transfer prior to the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both a duly-completed Subscription Form and payment of the Purchase Price before the Rights Expiration Time on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering.

Wire Delivery Instructions:

Account Name :	Computershare Inc. AAF for KCC Client Funding-CHC Group, Ltd.
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America
Bank Address:	New York, NY
Reference:	Subscription Nominee DTC Participant #

INSTRUCTIONS FOR COMPLETING THE MASTER SUBSCRIPTION FORM

The Rights Expiration Time for the Exercise of Secured Notes Subscription Rights is [ ]:00 p.m., Central Standard Time, on [ ], 201[ ]. In order for Eligible Offerees for which you act as Subscription Agent to participate in the Rights Offering, you must complete, sign, and return this Master Subscription Form so that it is received by the Subscription Agent at the following address no later than the Rights Expiration Time:

CHC GROUP LTD.
c/o **KURTZMAN CARSON CONSULTANTS**
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104

To effect a subscription on behalf of the Beneficial Owners for whom you are a Subscription Nominee, you must take the following steps:

a. Complete the certification in Item 1;

b. For Eligible Offerees, in Item 2 of this Master Subscription Form, indicate the principal amount of Senior Secured Notes to participate in the Rights Offering, as transmitted to you by the beneficial owners of the Senior Secured Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number).[2] Please indicate whether each such beneficial owner is an Accredited Investor, Institutional Accredited Investor or QIB; and include information on the principal amount held as of the rights Offering Record Date, the maximum amount of the New Second Lien Convertible Notes for which the beneficial owner is eligible to subscribe, the amount of New Second Lien Convertible Notes the beneficial owner elects to purchase, and the Purchase Price for the subscription. A copy of the Subscription Form of each such beneficial owner must accompany this Master Subscription Form.

c. For Non-Eligible Offerees, in Item 3 of this Master Subscription Form, indicate the principal amount of Senior Secured Notes to participate in the Senior Secured Notes Substitute Distribution. To identify such beneficial owners without disclosing their names, please use the customer

[2] If you identify a beneficial owner without disclosing its name, the name of the beneficial owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). Please include information on the principal amount held and the maximum amount of the New Membership Interests for which the account is eligible to participate.

d. Review the certification in Item 4 of the Master Subscription Form;

e. In Item 4, sign and date the Master Subscription Form, and provide the remaining information requested;

f. If additional space is required to respond to Item 2 on the Master Subscription Form, please use additional sheets of paper containing the requested information;

g. Contact the Subscription Agent to arrange for delivery of the completed Master Subscription Form to its offices;

h. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Subscription Forms , so as to be received by the Subscription Agent before the Rights Expiration Time; and

i. Deliver to the Subscription Agent payment for deposit to the Rights Offering Escrow Account of the total Purchase Price by wire transfer before the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both this duly completed Master Subscription Form and payment of the Purchase Price before the Rights Expiration Time from or on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering. Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offeree, provided that you cure the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

PLEASE NOTE:

No Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Subscription Forms and other enclosed materials to the beneficial owners of the Senior Secured Notes held by you as a nominee or in a fiduciary capacity.

Please see the Rights Offering Procedures which are set forth in Section XIII of the Disclosure Statement for additional information about the Rights Offering.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, SUBSCRIPTION FORMS, THE DISCLOSURE STATEMENT, THE PLAN OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, KURTZMAN CARSON CONSULTANTS AT 917-281-4800.

EXHIBIT 13

Form of Senior Secured Notes Claims Beneficial Holder Subscription Form

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)**

INSTRUCTIONS TO SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Senior Secured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Senior Secured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Secured Notes Subscription Rights)[1] to purchase its pro

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.25% Senior Secured Notes due 2020 issued pursuant to the Senior Secured Notes Indenture (the "Senior Secured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE SECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR SECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Secured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Secured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Senior Secured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Secured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.0021% of the 1% in New Membership Interests available to such Secured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Senior Secured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Secured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Senior Secured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Secured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Senior Secured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Secured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 5: Senior Secured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Senior Secured Note Claims. The holder of the Senior Secured Note Claims identified below beneficially owns Senior Secured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Senior Secured Note Claims held)

Item 2. Eligible Offeree Secured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Senior Secured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Senior Secured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Senior Secured Note Claims from Item 1 above)	X	0.398746673	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Senior Secured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Senior Secured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Senior Secured Note Claims. The amount cannot be greater than the maximum	X	0.692307692	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount of New Second Lien Convertible Notes set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Senior Secured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Secured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Secured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c **Accredited Investor Information**. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I*)? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Senior Secured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Senior Secured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____ (Insert Principal Amount of Senior Secured Note Claims from Item 1 above)	X	0.000000021	=	_____%[1] (Compute maximum amount of New Membership Interests, with respect to the Senior Secured Note Claims)

[1] NTD: the figure calculated by multiplying the principal amount of Senior Secured Note Claims by 0.000000021 already is a percentage (i.e., do not convert to a percentage).

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature: _____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

EXHIBIT 14

Form of Senior Secured Notes Transfer of Rights Notice Form

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)**

TRANSFER OF SENIOR SECURED NOTES SUBSCRIPTION RIGHTS

To Holders of Allowed Senior Secured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights ("Secured Notes Subscription Rights")[1] to purchase its pro rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

As described in the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement, an Eligible Offeree's Secured Notes Subscription Rights shall not be transferable or assignable unless such Eligible Offeree transfers its corresponding Senior Secured Notes Claim(s), in respect of which such Secured Notes Subscription Rights were issued, and only holders of the Secured Notes Subscription Rights as of the Rights Offering Record Date shall have the ability to exercise such Secured Notes Subscription Rights.

From the period commencing on the Rights Offering Record Date and unless and until an Secured Notes Subscription Right is exercised, any transfer or assignment of the corresponding Senior Secured Notes Claim shall void the Secured Notes Subscription Right.

After an Secured Notes Subscription Right has been exercised in accordance with these Rights Offering Procedures, the holder of the corresponding Senior Secured Notes Claim shall not transfer or assign such Senior Secured Notes Claim unless such holder transfers or assigns with such Claim(s) the right to receive the proceeds of the exercise of the corresponding Secured Notes Subscription Rights in the Rights Offering, subject to compliance with applicable securities laws relating to the transfer of restricted securities, as evidenced by the delivery of a Transfer Notice to the Subscription Agent or other procedures acceptable to the Debtors and the Subscription Agent.

Both (i) the Rights (after they have been exercised) and (ii) the right to receive the proceeds of any Secured Notes Subscription Rights transferred pursuant to the Rights Offering Procedures, shall not be transferrable other than to an Accredited Investor or a QIB. A transfer of an Senior Secured Note Claim by an Eligible Offeree to a transferee that is neither a QIB nor an Accredited Investor shall result in the forfeiture of any and all such Secured Notes Subscription Rights associated with such Senior Secured Note Claims under the Rights Offering, and such Secured Notes Subscription Rights will forever be forfeited, regardless of whether or not the associated Senior Secured Note Claims are subsequently held by a QIB or an Accredited Investor.

In order to validly transfer the right to receive the proceeds of any Secured Notes Subscription Rights, an Eligible Offeree must complete and return the attached Transfer Notice to the Subscription Agent at the address below. Upon receipt of the Transfer Notice, the Subscription Agent will send the transferee at the address, facsimile number or email address indicated on such Transfer Notice, any required documents, which the transferee must complete and return to the Subscription Agent. **The transfer form must be medallion guaranteed by both the transferor's broker AND transferee's broker as of a date certain.**

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

TRANSFER NOTICE

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

Please take notice that, pursuant to Section V.D of the Rights Offering Procedures (the "Rights Offering Procedures") as set forth in Section XIII of the Disclosure Statement (Docket No. 1172), the undersigned holder (the "Transferor") of Allowed Senior Secured Note Claims as defined in the Plan (such holder, an "Eligible Offeree"), has agreed to transfer to the transferee named below (the "Transferee"), its right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering, which are attached to the Transferor's Senior Secured Note Claims identified herein and that the Transferor has agreed to transfer to the Transferee. The Transferor acknowledges that the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering are not transferable, assignable or detachable other than in connection with the transfer by an Eligible Offeree of the corresponding Allowed Senior Secured Note Claims. The Transferor hereby provides notice that the Transferor has transferred to the Transferee the amount of Senior Secured Note Claims indicated below and accordingly has agreed to transfer the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering associated with such claims. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Disclosure Statement.

The Transferor confirms and certifies that the Transferor has received from the Transferee representations that the Transferee is a "qualified institutional buyer" or an "accredited investor" as such terms are defined in Rule 144A and Rule 501 of Regulation D promulgated under the Securities Act, respectively.

Transferor	**Transferee**
Name:	Name:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Contact:	Contact:

Fax Number:	Fax Number:
E-mail Address:	E-mail Address:
Account Name:	Account Name:
Account No.:	Account No.:
DTC Participation No.:	DTC Participation No.:

Principal Amount of Senior Secured Note Claims transferred to the Transferee: $_____

Transferors must provide a copy of this Transfer Notice and all prior Transfer Notices that they have received, if any, to their Transferee.

The undersigned certifies that: (i) I am an authorized signatory of the Transferor, (ii) the Transferee is an Accredited Investor or Qualified Institutional Buyer and (iii) I understand that the transfer of the right to receive the proceeds of any Secured Notes Subscription Rights exercised in the Rights Offering is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: _____, 201[ ]

Name of Transferor: _____

By: _____
Name:
Title:

Both the Transferor and Transferee broker or other nominee must provide a medallion signature guarantee in order for your Noteholder Transfer Form to be accepted.

For Use by Transferors Nominee Only

Nominee Name: _____

Date:

_____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

For Use by Transferees Nominee Only

Nominee Name: _____

Date:

_____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

EXHIBIT 15

Form of Unsecured Notes Claims Master Subscription Form

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)**

MASTER SUBSCRIPTION FORM FOR UNSECURED NOTES SUBSCRIPTION RIGHTS FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

CLASS 6: UNSECURED NOTES CLAIMS

RIGHTS EXPIRATION TIME

THE MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT BY THE DEADLINE OF [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME") OR THE ELECTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Master Subscription Form. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

To Banks, Brokers and other Subscription Nominees:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy

Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering") pursuant to which, each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (an "Eligible Offeree"), will receive rights ("Unsecured Notes Subscription Rights")[1] to purchase its pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the Master Subscription Form because you are a broker, dealer, commercial bank, trust company, financial institution or other agent or nominee (each of the foregoing, a "Subscription Nominee") of the holders of Unsecured Notes. Please utilize the attached Master Subscription Form to exercise the Unsecured Notes Subscription Rights of the Eligible Offerees for which you act as Subscription Nominee. You are required to deliver a Subscription Form to each Eligible Offeree that is a holder of an Allowed Unsecured Notes Claim for which you act as Subscription Nominee, and to take any action required to enable such Eligible Offerees for which you act as Subscription Nominee, to timely elect to participate in the Rights Offering. To enable such Eligible Offerees to participate in the Rights Offering, they must complete and deliver to you a Subscription Form; and you must complete this Master Subscription Form, attach a copy of the Subscription Form executed by each Eligible Offeree listed under Item 2 below, and deliver this Master Subscription Form, together with remittance of full payment for the Rights exercised by such Eligible Offerees, to the Subscription Agent on or before the Rights Expiration Time.

This Master Subscription Form should also be used to enable the Non-Eligible Offerees for which you act as Subscription Nominee to receive the Substitute Distribution to which they are entitled under the Plan. In order for such Non-Eligible Offerees to receive the Substitute Distribution, they must complete and deliver to you a Subscription Form. You must then complete Item 3 of this Master Subscription Form, attach a copy of the Subscription Form executed by each Non-Eligible Offeree listed under Item 3, and deliver the completed Master Subscription Form to the Subscription Agent on or before the Rights Expiration Time.

Before you transmit this Master Subscription Form, please carefully review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting the Debtors' subscription agent (the "Subscription Agent"), Kurtzman Carson Consultants, at (917) 281-

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

4800 or by visiting www.kccllc.net/chc. **THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECTIONS ON ACCOUNT OF THE UNSECURED NOTES YOU HOLD FOR THEIR ACCOUNTS.**

A Master Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Subscription Nominee regarding any defect or irregularity in connection with any purported exercise of Unsecured Notes Subscription Rights for which the Subscription Nominee is acting. In consultation with the Committee and the Requisite Plan Sponsors, the Debtors may, but are under no obligation to, permit such defect or irregularity in any Master Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER SUBSCRIPTION FORMS TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME OF [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ]. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.

DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED AND RECEIVED ON OR BEFORE THE RIGHTS EXPIRATION TIME, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

You should review the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Disclosure Statement, the Plan and the instructions contained herein before you submit this form. You or the beneficial owners of the Unsecured Note Claims for whom you are the Subscription Nominee may wish to seek legal advice concerning the Rights Offering.

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Disclosure Statement.

For additional information about the Rights Offering, please see the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, which has been distributed to the Eligible Offerees.

IF YOU HAVE ANY QUESTIONS REGARDING SUBMISSION OF THIS MASTER SUBSCRIPTION FORM, PLEASE CONTACT THE SUBSCRIPTION AGENT.

Item 1. Certification of Authority to Elect. The undersigned certifies that as of the Rights Offering Record Date, the undersigned (please check box):

☐ Is a bank, broker, or other Subscription Nominee for the Eligible Offerees of the aggregate amount of the Unsecured Notes listed in Item 2 below, and is the registered or record holder of the Unsecured Notes.

Item 2. Eligible Offerees – Participation in Rights Offering:

Eligible Offerees are eligible to elect to participate in the Rights Offering if (i) the undersigned as Subscription Nominee for each Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Eligible Offeree (a copy of each form should accompany this Master Subscription Form) AND (ii) the undersigned, as Subscription Nominee for the Eligible Offeree, as indicated in the table below, agrees to pay to the Rights Offering Escrow Account, by wire transfer of immediately available funds, the Purchase Price, so that payment of the Purchase Price is actually deposited into the Rights Offering Escrow Account on or before the Rights Expiration Time pursuant to the instructions set forth in the Rights Offering Procedures.

Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offerees, provided that the undersigned cures the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

The undersigned certifies that the following beneficial owners of the Unsecured Notes are Beneficial Owners, as of the Rights Offering Record Date, have certified that they are Accredited Investors, Institutional Accredited Investors or QIBs and make the following elections with regard to the Rights Offering, as indicated:

Customer Name or Account Number for Each Beneficial Owner[1]	Investor Status (Indicate Accredited Investor, Institutional Accredited Investor or QIB)	Principal Amount Held as of the Rights Offering Record Date	Maximum Amount of New Second Lien Convertible Notes	Amount of New Second Lien Convertible Notes the Beneficial Owner Subscribed For	Total Purchase Price
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

IF YOU ARE ACTING AS A SUBSCRIPTION NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF UNSECURED NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

[1] To identify Beneficial Owners that are Institutional Accredited Investors or QIBs without disclosing their names, insert the customer account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

Item 3. Non-Eligible Offerees. Non-Eligible Offerees are eligible to receive a portion of a Substitute Distribution of New Membership Interests in Reorganized CHC if the undersigned as Subscription Nominee for each Non-Eligible Offeree, as indicated in the table below, has received a Subscription Form from the Non-Eligible Offeree (a copy of each form should accompany this Master Subscription Form) certifying that it is not an Accredited Investor. It is a condition to the eligibility of such Non-Eligible Offerees to receive the Substitute Distribution that this Master Subscription Form is received by the Subscription Agent before the Rights Expiration Time.

The undersigned certifies that as of the Rights Offering Record Date, the following beneficial owners of the Unsecured Notes, as identified by their respective customer account numbers, were beneficial owners of the Unsecured Notes in the following principal amount and have certified that they are not Accredited Investors.

Customer Name or Account Number for Each Beneficial Owner[1]	**Principal Amount Held as of the Rights Offering Record Date**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS	

Item 4: Certification. By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Unsecured Notes listed in Items 2 and 3 above has been provided with the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan, and (ii) it understands that the right of

[1] To identify Beneficial Owners that are institutional Accredited Investors or QIBs without disclosing their names, insert the customer number, account number assigned by you, or if no such customer account number exists, another number assigned by you. If a Beneficial Owner is identified without disclosing its name, the name of the Beneficial Owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

the Beneficial Owners for whom the undersigned acts as Subscription Nominee to participate in the Rights Offering or to receive the Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

Name of Broker, Bank or other Subscription Nominee:

_____

(Print or Type)

Participant Number:

_____

Name of Proxy Holder or Agent for Broker, Bank or Other Subscription Nominee (if applicable):

_____

(Print or Type)

Social Security or Federal Tax I.D. No.: _____
(If Applicable)

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Facsimile Number: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: (____) _____

Date Completed: _____

THIS MASTER SUBSCRIPTION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW, BEFORE [ ]:00 P.M., CENTRAL STANDARD TIME, ON [ ], 201[ ], OR THE EXERCISE OF RIGHTS TRANSMITTED HEREBY WILL BE VOID.

KURTZMAN CARSON CONSULTANTS
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104
TEL: 917.281.4800

NOTE ABOUT PAYMENT

Payment for the underlying New Second Lien Convertible Notes will be due by wire transfer prior to the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both a duly-completed Subscription Form and payment of the Purchase Price before the Rights Expiration Time on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering.

Wire Delivery Instructions:

Account Name :	Computershare Inc. AAF for KCC Client Funding-CHC Group, Ltd.
Bank Account No.:	4426855330
ABA/Routing No.:	026009593
Bank Name:	Bank of America
Bank Address:	New York, NY
Reference:	Subscription Nominee DTC Participant #

INSTRUCTIONS FOR COMPLETING THE MASTER SUBSCRIPTION FORM

The Rights Expiration Time for the Exercise of Unsecured Notes Subscription Rights is [ ]:00 p.m., Central Standard Time, on [ ], 201[ ]. In order for Eligible Offerees for which you act as Subscription Agent to participate in the Rights Offering, you must complete, sign, and return this Master Subscription Form so that it is received by the Subscription Agent at the following address no later than the Rights Expiration Time:

CHC GROUP LTD.
c/o **KURTZMAN CARSON CONSULTANTS**
1290 AVENUE OF THE AMERICAS, 9TH FLOOR
NEW YORK, NY 10104

To effect a subscription on behalf of the Beneficial Owners for whom you are a Subscription Nominee, you must take the following steps:

j. Complete the certification in Item 1;

k. For Eligible Offerees, in Item 2 of this Master Subscription Form, indicate the principal amount of Unsecured Notes to participate in the Rights Offering, as transmitted to you by the beneficial owners of the Unsecured Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number).[2] Please indicate whether each such beneficial owner is an Accredited Investor, Institutional Accredited Investor or QIB; and include information on the principal amount held as of the rights Offering Record Date, the maximum amount of the New Second Lien Convertible Notes for which the beneficial owner is eligible to subscribe, the amount of New Second Lien Convertible Notes the beneficial owner elects to purchase, and the Purchase Price for the subscription. A copy of the Subscription Form of each such beneficial owner must accompany this Master Subscription Form.

l. For Non-Eligible Offerees, in Item 3 of this Master Subscription Form, indicate the principal amount of Unsecured Notes to participate in the Unsecured Substitute Distribution. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making

[2] If you identify a beneficial owner without disclosing its name, the name of the beneficial owner may be redacted from the corresponding Subscription Form and replaced with the customer account number or other number assigned by you.

sure to retain a separate list of each beneficial owner and the assigned number). Please include information on the principal amount held and the maximum amount of the New Membership Interests for which the account is eligible to participate.

m. Review the certification in Item 4 of the Master Subscription Form;

n. In Item 4, sign and date the Master Subscription Form, and provide the remaining information requested;

o. If additional space is required to respond to Item 2 on the Master Subscription Form, please use additional sheets of paper containing the requested information;

p. Contact the Subscription Agent to arrange for delivery of the completed Master Subscription Form to its offices;

q. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Subscription Forms , so as to be *received* by the Subscription Agent before the Rights Expiration Time; and

r. Deliver to the Subscription Agent payment for deposit to the Rights Offering Escrow Account of the total Purchase Price by wire transfer before the Rights Expiration Time. If, for any reason, the Subscription Agent does not receive both this duly completed Master Subscription Form and payment of the Purchase Price before the Rights Expiration Time from or on behalf of an Eligible Offeree, such Eligible Offeree shall be deemed to have relinquished and waived its Right to participate in the Rights Offering. Pursuant to Section XIII.G(d) of the Rights Offering Procedures in the Disclosure Statement, in the event that payment in full of the Purchase Price is not timely received as aforesaid, the Debtors in their discretion, in consultation with the Committee and the Requisite Plan Sponsors, may nonetheless accept the participation in the Rights Offering of such Eligible Offeree, provided that you cure the nonpayment within such time period as the Debtors determine in their discretion in consultation with the Committee and the Requisite Plan Sponsors.

PLEASE NOTE:

No Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Subscription Forms and other enclosed materials to the beneficial owners of the Unsecured Notes held by you as a nominee or in a fiduciary capacity.

Please see the Rights Offering Procedures which are set forth in Section XIII of the Disclosure Statement for additional information about the Rights Offering.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, SUBSCRIPTION FORMS, THE DISCLOSURE STATEMENT, THE PLAN OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, KURTZMAN CARSON CONSULTANTS AT 917-281-4800.

EXHIBIT 16

Form of Unsecured Notes Claims Beneficial Holder Subscription Form

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)**

INSTRUCTIONS TO UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Unsecured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Unsecured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Unsecured Notes Subscription Rights)[1] to purchase its

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.375% Unsecured Notes due 2021 issued pursuant to the Unsecured Notes Indenture (the "Unsecured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE UNSECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR UNSECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Unsecured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Unsecured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 0.1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Unsecured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Unsecured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.02105% of the 0.1% in New Membership Interests available to such Unsecured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Unsecured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Unsecured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Unsecured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Unsecured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Unsecured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Unsecured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 6: Unsecured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Unsecured Note Claims. The holder of the Unsecured Note Claims identified below beneficially owns Unsecured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Unsecured Note Claims held)

Item 2. Eligible Offeree Unsecured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Unsecured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Unsecured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	0.304952883	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Unsecured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Unsecured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Unsecured Note Claims. The	X	0.692307714	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount cannot be greater than the maximum amount of New Second Lien Convertible Notes set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Unsecured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Unsecured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Unsecured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an

"accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I*)? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I*)? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c **Accredited Investor Information**. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I*)? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Unsecured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Unsecured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	0.000000021053	=	_____%[1] (Compute maximum amount of New Membership Interests, with respect to the Unsecured Note Claims)

[1] NTD: the figure calculated by multiplying the principal amount of Unsecured Note Claims by 0.000000021053 already is a percentage (i.e., do not convert to a percentage).

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature: _____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

EXHIBIT 17

Form of Unsecured Notes Transfer of Rights Notice Form

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)**

TRANSFER OF UNSECURED NOTES SUBSCRIPTION RIGHTS

To Holders of Allowed Unsecured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights ("Unsecured Notes Subscription Rights")[1] to purchase its pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

As described in the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement, an Eligible Offeree's Unsecured Notes Subscription Rights shall not be transferable or assignable unless such Eligible Offeree transfers its corresponding Unsecured Notes Claim(s), in respect of which such Unsecured Notes Subscription Rights were issued, and only holders of the Unsecured Notes Subscription Rights as of the Rights Offering Record Date shall have the ability to exercise such Unsecured Notes Subscription Rights.

From the period commencing on the Rights Offering Record Date and unless and until an Unsecured Notes Subscription Right is exercised, any transfer or assignment of the corresponding Unsecured Notes Claim shall void the Unsecured Notes Subscription Right.

After an Unsecured Notes Subscription Right has been exercised in accordance with these Rights Offering Procedures, the holder of the corresponding Unsecured Notes Claim shall not transfer or assign such Unsecured Notes Claim unless such holder transfers or assigns with such Claim(s) the right to receive the proceeds of the exercise of the corresponding Unsecured Notes Subscription Rights in the Rights Offering, subject to compliance with applicable securities laws relating to the transfer of restricted securities, as evidenced by the delivery of a Transfer Notice to the Subscription Agent or other procedures acceptable to the Debtors and the Subscription Agent.

Both (i) the Rights (after they have been exercised) and (ii) the right to receive the proceeds of any Unsecured Notes Subscription Rights transferred pursuant to the Rights Offering Procedures, shall not be transferrable other than to an Accredited Investor or a QIB. A transfer of an Unsecured Note Claim by an Eligible Offeree to a transferee that is neither a QIB nor an Accredited Investor shall result in the forfeiture of any and all such Unsecured Notes Subscription Rights associated with such Unsecured Note Claims under the Rights Offering, and such Unsecured Notes Subscription Rights will forever be forfeited, regardless of whether or not the associated Unsecured Note Claims are subsequently held by a QIB or an Accredited Investor.

In order to validly transfer the right to receive the proceeds of any Unsecured Notes Subscription Rights, an Eligible Offeree must complete and return the attached Transfer Notice to the Subscription Agent at the address below. Upon receipt of the Transfer Notice, the Subscription Agent will send the transferee at the address, facsimile number or email address indicated on such Transfer Notice, any required documents, which the transferee must complete and return to the Subscription Agent. **The transfer form must be medallion guaranteed by both the transferor's broker AND transferee's broker as of a date certain.**

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

TRANSFER NOTICE

Kurtzman Carson Consultants LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Attention: CHC Group Ltd
Tel: (877) 833-4150

Please take notice that, pursuant to Section V.D of the Rights Offering Procedures (the "Rights Offering Procedures") as set forth in Section XIII of the Disclosure Statement (Docket No. 1172), the undersigned holder (the "Transferor") of Allowed Unsecured Note Claims as defined in the Plan (such holder, an "Eligible Offeree"), has agreed to transfer to the transferee named below (the "Transferee"), its right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering, which are attached to the Transferor's Unsecured Note Claims identified herein and that the Transferor has agreed to transfer to the Transferee. The Transferor acknowledges that the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering are not transferable, assignable or detachable other than in connection with the transfer by an Eligible Offeree of the corresponding Allowed Unsecured Note Claims. The Transferor hereby provides notice that the Transferor has transferred to the Transferee the amount of Unsecured Note Claims indicated below and accordingly has agreed to transfer the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering associated with such claims. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Disclosure Statement.

The Transferor confirms and certifies that the Transferor has received from the Transferee representations that the Transferee is a "qualified institutional buyer" or an "accredited investor" as such terms are defined in Rule 144A and Rule 501 of Regulation D promulgated under the Securities Act, respectively.

Transferor	**Transferee**
Name:	Name:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Contact:	Contact:

Fax Number:	Fax Number:
E-mail Address:	E-mail Address:
Account Name:	Account Name:
Account No.:	Account No.:
DTC Participation No.:	DTC Participation No.:

Principal Amount of Unsecured Note Claims transferred to the Transferee: $_____

Transferors must provide a copy of this Transfer Notice and all prior Transfer Notices that they have received, if any, to their Transferee.

The undersigned certifies that: (i) I am an authorized signatory of the Transferor, (ii) the Transferee is an Accredited Investor or Qualified Institutional Buyer and (iii) I understand that the transfer of the right to receive the proceeds of any Unsecured Notes Subscription Rights exercised in the Rights Offering is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: _____, 201[ ]

Name of Transferor: _____

By: _____
Name:
Title:

Both the Transferor and Transferee broker or other nominee must provide a medallion signature guarantee in order for your Noteholder Transfer Form to be accepted.

For Use by Transferors Nominee Only

Nominee Name: _____

Date:

_____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

For Use by Transferees Nominee Only

Nominee Name: _____

Date:

_____

Nominee's DTC Participant Number: _____

Contact Person at Nominee: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Medallion Guarantee:

Date:

Exhibit D

Blackline of Offering Forms (Compared to the previously filed versions)

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)**

INSTRUCTIONS TO SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Senior Secured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Senior Secured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Senior Secured Note Claims ("Senior Secured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Secured Notes Subscription Rights)[1] to purchase its pro

[1] The New Second Lien Convertible Notes issuable upon exercise of the Secured Notes Subscription Rights will be convertible into 74.41% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

rata share of $404,444,444 in face amount of New Second Lien Convertible Notes for its pro rata share of $280.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.25% Senior Secured Notes due 2020 issued pursuant to the Senior Secured Notes Indenture (the "Senior Secured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE SECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR SECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Secured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Secured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Senior Secured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Secured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.0021% of the 1% in New Membership Interests available to such Secured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Senior Secured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Secured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Secured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Senior Secured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Secured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Senior Secured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Senior Secured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Secured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

SENIOR SECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 5: Senior Secured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF SECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Senior Secured Note Claims. The holder of the Senior Secured Note Claims identified below beneficially owns Senior Secured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Senior Secured Note Claims held)

Item 2. Eligible Offeree Secured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Senior Secured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Senior Secured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Senior Secured Note Claims from Item 1 above)	X	~~.~~ ~~1~~0.398746673	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Senior Secured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Senior Secured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Senior Secured Note Claims. The amount cannot be greater than the maximum	X	~~.~~ ~~1~~0.692307692	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount of New Second
Lien Convertible Notes
set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Senior Secured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Secured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Secured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c Accredited Investor Information. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Senior Secured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I)*? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Senior Secured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Senior Secured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____ (Insert Principal Amount of Senior Secured Note Claims from Item 1 above)	X	~~.[ ] % New Membership Interests per $1,000 of Senior Secured Note Claims~~0.000000021	=	_____%[1] (Compute maximum amount of New Membership Interests, ~~rounded down to nearest whole number,~~ with respect to the Senior Secured Note Claims)

[1] NTD: the figure calculated by multiplying the principal amount of Senior Secured Note Claims by 0.000000021 already is a percentage (i.e., do not convert to a percentage).

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature:_____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

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)**

INSTRUCTIONS TO UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Offer Available to Holders of Allowed Unsecured Note Claims

THE EXPIRATION DATE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M. (CENTRAL STANDARD TIME) ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

To Holders of Allowed Unsecured Note Claims:

On November 11, 2016, CHC Group Ltd. and its affiliated debtors and debtors-in-possession (the "Debtors"), filed the Joint Chapter 11 Plan of CHC Group Ltd. and its Affiliated Debtors, Dkt. No. 1171 (as amended from time to time, the "Plan") and the Debtors' accompanying disclosure statement pursuant to Chapter 11 of the Bankruptcy Code, Docket No. 1172 (as amended from time to time, the "Disclosure Statement") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). Pursuant to the Plan and the Rights Offering described therein and in the Disclosure Statement, Reorganized CHC will launch a rights offering (the "Rights Offering') pursuant to which each holder of Allowed Unsecured Note Claims ("Unsecured Note Claims") as of December 20, 2016 (the "Rights Offering Record Date") that is an Accredited Investor (the "Eligible Offeree"), will receive rights (Unsecured Notes Subscription Rights)[1] to purchase its

[1] The New Second Lien Convertible Notes issuable upon exercise of the Unsecured Notes Subscription Rights will be convertible into 5.32% of the New Membership Interests of Reorganized CHC on a fully diluted basis (but subject to dilution for the Management Incentive Plan) as of the Effective Date.

pro rata share of $28,888,889 in face amount of New Second Lien Convertible Notes for its pro rata share of $20.0 million (the "Purchase Price") set forth in the rights offering procedures set forth in Section XIII of the Disclosure Statement (the "Rights Offering Procedures"). For a complete description of the Rights Offering see the Rights Offering Procedures. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

You have received the attached Subscription Form because you are a beneficial holder of the Debtors' 9.375% Unsecured Notes due 2021 issued pursuant to the Unsecured Notes Indenture (the "Unsecured Notes"). Please utilize the attached Subscription Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION ALONG WITH APPLICABLE TAX FORMS TO YOUR SUBSCRIPTION NOMINEE[2] WITH SUFFICIENT TIME FOR YOUR INSTRUCTIONS TO BE PROCESSED AND DELIVERED BY YOUR SUBSCRIPTION NOMINEE TO THE SUBSCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. YOU MUST ALSO DELIVER PAYMENTS IN CONNECTION WITH YOUR EXERCISE OF THE UNSECURED NOTES SUBSCRIPTION RIGHTS TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME FOR YOUR SUBSCRIPTION NOMINEE TO WIRE SUCH FUNDS TO THE RIGHTS OFFERING ESCROW ACCOUNT ESTABLISHED BY THE SUBCRIPTION AGENT ON OR BEFORE THE RIGHTS EXPIRATION TIME. IF YOU FAIL TO COMPLY WITH THESE PROCEDURES, THE EXERCISE MAY BE VOID AND YOUR UNSECURED NOTES SUBSCRIPTION RIGHTS WILL BE CANCELLED.

PLEASE CONTACT YOUR SUBSCRIPTION NOMINEE FOR FURTHER INSTRUCTIONS AS TO SUBMITTING THIS SUBSCRIPTION FORM AND SUBMITTING THE PAYMENT OF THE SUBSCRPTION PRICE.

The payments made by you to your Subscription Nominee in connection with your exercise of Unsecured Notes Subscription Rights will be held and maintained by the Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent. Neither the Subscription Nominee nor the Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Interest will not be paid on any such funds.

A holder that is not an "accredited investor", as demonstrated to the reasonable satisfaction of the Debtors, that satisfies the conditions set forth in the Rights Offering Procedures (an "Unsecured Non-Eligible Offeree") shall receive, in lieu of the opportunity to participate in the Rights Offering, a substitute distribution consisting of up to 0.1% of the New

[2] Your "Subscription Nominee" is an applicable broker, dealer, commercial bank, trust company, financial institution or other agent or nominee in whose name your Unsecured Notes are registered or held of record.

Membership Interests (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), in the aggregate (the "Substitute Distribution"). Each Unsecured Non-Eligible Offeree that satisfies the conditions in the Rights Offering Procedures shall receive a Substitute Distribution in an amount equal to 0.02105% of the 0.1% in New Membership Interests available to such Unsecured Non-Eligible Offerees (on a fully-diluted basis on account of the New Second Lien Convertible Notes, as converted, but prior to dilution on account of the Management Incentive Plan), for each $1,000 in amount of its Allowed Unsecured Notes Claim, subject to the limitations described herein and in the Rights Offering Procedures. If the New Membership Interests that the Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution would exceed 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, the Substitute Distribution that each such Unsecured Non-Eligible Offeree receives will be reduced in proportion to the excess. If the New Membership Interests that all Unsecured Non-Eligible Offerees are actually entitled to receive as a Substitute Distribution is less than 0.1% of the New Membership Interests on a fully-diluted basis as aforesaid, New Membership Interests in the amount of the difference will be distributed to the holders of Allowed Unsecured Notes Claims, pro rata. The Debtors or Reorganized Debtors, as applicable, may require additional information to verify that you are not an Accredited Investor.

TO BE ELIGIBLE TO RECEIVE THE SUBSTITUTE DISTRIBUTION, YOU MUST FURNISH THIS SUBSCRIPTION FORM AND CERTIFICATION TO YOUR SUBSCRIPTION NOMINEE WITH SUFFICIENT TIME TO BE PROCESSED AND DELIVERED TO THE SUBSCRIPTION AGENT BEFORE THE RIGHTS EXPIRATION TIME.

* * * * *

A Subscription Form shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their discretion and in good faith, in consultation with the Creditors' Committee and the Requisite Plan Sponsors. The Debtors reserve the right, but are under no obligation, to give notice to any Eligible Offeree regarding any defect or irregularity in connection with any purported exercise of Unsecured Notes Subscription Rights by such Eligible Offeree. The Debtors may, but are under no obligation to, permit such defect or irregularity in any Subscription Form to be cured; provided, however, that neither the Debtors (including any of their respective officers, directors, employees, agents or advisors) nor the Subscription Agent shall incur any liability for any failure to give such notification.

Instructions.

A. Eligible Offerees: To purchase the New Second Lien Convertible Notes pursuant to the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** the calculation in Item 2a.

3. **Complete** Item 2b indicating the amount of New Second Lien Convertible Notes that you wish to purchase based on the principal amount of your Unsecured Note Claims.

4. **Complete** Item 4 certifying your status as an "Accredited Investor." If you are an Accredited Investor but not an Institutional Accredited Investor or a QIB, complete the information requested in Item 4c, which will be used to register the New Second Lien Convertible Notes in your name, and complete a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

5. **Sign and date** the Subscription Form.

6. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

7. **Deliver the Rights Offering Payment** indicated in Item 2b to the Subscription Nominee so that it is received and processed by your Subscription Nominee, who will wire such funds to the Rights Offering Escrow Account established by the Subscription Agent on or before the Rights Expiration Time.

B. Non-Eligible Offerees. To receive a Substitute Distribution as a Non-Eligible Offeree in lieu of the ability to participate in the Rights Offering:

1. **Complete** Item 1 by filling in the principal amount of Unsecured Note Claims you hold in the blank space provided.

2. **Complete** Item 5b certifying that you are **not** an "Accredited Investor."

3. **Complete** the calculation in Item 5c.

4. **Sign and date** the Subscription Form.

5. **Return the Subscription Form** to your Subscription Nominee in sufficient time for your instructions to be processed and delivered by your Subscription Nominee to the Subscription Agent on or before the Rights Expiration Time.

Questions. Questions relating to the Rights Offering Procedures, the proper completion of the Subscription Form or any of the requirements for exercising the Unsecured Notes Subscription Rights or otherwise participating in the Rights Offering should be directed to your Subscription Nominee or the Subscription Agent at 877-833-4150.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible Offeree prior to making a decision to participate in the Rights Offering, including the sections entitled "Certain Risk Factors" and "Financial Projections,

Valuation and Assumptions Used" contained therein. A copy of the Disclosure Statement has been distributed to each holder and is also available at http://www.kccllc.net/chc.

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)**

UNSECURED NOTEHOLDER SUBSCRIPTION FORM AND CERTIFICATION FOR RIGHTS OFFERING IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF CHC GROUP LTD. AND ITS AFFILIATED DEBTORS

Class 6: Unsecured Note Claims

THIS FORM SHOULD BE COMPLETED BY BENEFICIAL HOLDERS AND DELIVERED TO YOUR SUBSCRIPTION NOMINEE

RIGHTS EXPIRATION TIME
THE DEADLINE FOR THE EXERCISE OF UNSECURED NOTES SUBSCRIPTION RIGHTS IS [ ]:00 P.M (CENTRAL STANDARD TIME). ON [ ], 201[ ], SUBJECT TO EXTENSION (THE "RIGHTS EXPIRATION TIME")

Please consult the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement for additional information with respect to this Subscription Form. You should review the Rights Offering Procedures, the other provisions of the Disclosure Statement, the Plan and the instructions contained herein before you elect to participate in the Rights Offering. You may wish to seek legal advice concerning the Rights Offering. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan and the Disclosure Statement.

Your receipt of this Subscription form does not signify that your Claim has been or will be allowed or that you are or are not an Eligible Offeree.

Item 1. Amount of Unsecured Note Claims. The holder of the Unsecured Note Claims identified below beneficially owns Unsecured Note Claims in the following principal amount:

$_____
(In the space provided above, please indicate the principal amount of Unsecured Note Claims held)

Item 2. Eligible Offeree Unsecured Notes Subscription Rights. Pursuant to the Plan and the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement, the Eligible Offeree is entitled to participate in the Rights Offering by purchasing, on a pro rata basis, its allocated portion of the New Second Lien Convertible Notes offered to holders of Allowed Unsecured Note Claims at the Subscription Price. To subscribe, review and complete Items 2a and 2b below.

2a Calculation of the Maximum Amount of New Second Lien Convertible Notes. The maximum amount of New Second Lien Convertible Notes based on the principal amount of Unsecured Note Claims for which the Eligible Offeree indicated in Item 1 above may subscribe is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	~~[~~ ~~]~~0.304952883	=	$_____ (Compute maximum amount of New Second Lien Convertible Notes, rounded down to nearest whole number, with respect to the Unsecured Note Claims)

2b Rights Offering Payment. By filling in the following blanks, the Eligible Offeree is electing to purchase the amount of New Second Lien Convertible Notes specified below (specify an amount of New Second Lien Convertible Notes not greater than the total amount of New Second Lien Convertible Notes for Unsecured Note Claims in Item 2a above), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

_$_____ (Indicate amount of New Second Lien Convertible Notes the Eligible Offeree elects to purchase with respect to its Unsecured Note Claims. The	X	~~[~~ ~~]~~0.692307714	=	$_____ (Compute Rights Offering Payment, rounded down to nearest whole number)

amount cannot be greater than the maximum amount of New Second Lien Convertible Notes set forth in Item 2a.)

Rights Offering Payment. The "***Rights Offering Payment***" is the aggregate price of the New Second Lien Convertible Notes the Eligible Offeree indicated it is electing to purchase with respect to its Unsecured Note Claims, and is equal to the product of the equation in Item 2b above.

Item 3. Payment of the Rights Offering Payment

Payment for the underlying New Second Lien Convertible Notes with respect to the Rights is due on or before the Rights Expiration Date, to be made in accordance with the instructions provided by your Subscription Nominee.

Payment of the Rights Offering Payment must be delivered to the Subscription Nominee in accordance with its instructions with sufficient time for the Subscription Nominee to wire the Rights Offering Payment to the Rights Offering Escrow Account established by the Subscription Agent before the Rights Expiration Time. The wire instruction must include the Eligible Offeree's name and the last four digits of the Eligible Offeree's Tax Identification Number to permit the Subscription Nominee to reconcile this Subscription Form with the wire. Failure to remit payment of the Rights Offering Payment by the Rights Expiration Time will result in the forfeiture and revocation of the Eligible Offeree's Unsecured Notes Subscription Rights.

Item 4. Eligible Offeree Certifications.

4a General Certification. I certify that: (i) I am an authorized signatory of the Eligible Offeree indicated below and that such Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Eligible Offeree understands, that the exercise of Unsecured Notes Subscription Rights is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

4b Eligible Offeree Investor Certification. By checking one of the boxes below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is an

"accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

The Eligible Offeree is:

a. An "Accredited Investor" within the meaning of clauses (4), (5) or (6) of Rule 501(a) of Regulation D of the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

b. An "Accredited Investor" within the meanings of clauses (1), (2), (3) or (7) of Rule 501(a) of Regulation D under the Securities Act (*See Annex I)*? ☐ Yes

If "Yes," please indicate the applicable category of the definition_____

c. A "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act (a "QIB")? (*See Annex II*) ☐ Yes

If you are an Accredited Investor and do not certify in Item 4b above that you are a QIB or Institutional Accredited Investor you must complete Item 4c below and return a Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

IF THE ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" TO QUESTION A, B OR C ABOVE) THAT IT IS AN "ACCREDITED INVESTOR," THE ELIGIBLE OFFEREE RISKS FORFEITING ITS RIGHTS TO PARTICIPATE IN THE RIGHTS OFFERING.

4c Accredited Investor Information. If you have indicated that you are an Accredited Investor within the meanings of clauses (4), (5), and (6), please complete the following information and complete and return a certification on Form W-9 (a copy of which is included with the Subscription Form and is also available at http://www.irs.gov/) or, in the case of a non-U.S. person, an appropriate Form W-8 regarding your tax status.

Please indicate below the information for the registration of your Convertible Notes as such notes will be registered directly in your name on the records of the agent.

Name of Accredited Investor:

Address:

Telephone Number:

Contact:

Fax Number:

E-mail Address:

Tax ID No.

Item 5. Non-Eligible Offeree Certification.

5a General Certification. I certify that: (i) I am an authorized signatory of the Non-Eligible Offeree indicated below and that such Non-Eligible Offeree holds the amount of Unsecured Note Claims listed under Item 1 above; (ii) I have, and such Non-Eligible Offeree has, received a copy of the Plan and the Disclosure Statement; and (iii) I understand, and such Non-Eligible Offeree understands, that the receipt of any Substitute Distribution is subject to all the terms and conditions set forth in the Disclosure Statement (including the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement) and the Plan.

5b Non-Eligible Offeree Certification. By checking the box below, the Eligible Offeree certifies and represents, for the benefit of the Debtors, that it is **not** an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as follows.

A. The Non-Eligible Offeree is **not** an "Accredited Investor" (*See Annex I)*? ☐ Yes

IF THE NON-ELIGIBLE OFFEREE FAILS TO CERTIFY (BY CHECKING "YES" ABOVE) THAT IT IS NOT AN "ACCREDITED INVESTOR," THE NON-ELIGIBLE OFFEREE SHALL FORFEIT ANY RIGHTS IT HAD TO PARTICIPATE IN THE SUBSTITUTE DISTRIBUTION.

5c Calculation of the Maximum Amount of Unsecured Notes Substitute Distribution. The maximum amount of New Membership Interests based on the principal amount of Unsecured Note Claims for which the Non-Eligible Offeree may receive is calculated as follows:

$_____ (Insert Principal Amount of Unsecured Note Claims from Item 1 above)	X	~~.[ ] % New Membership Interests per $1,000 of Unsecured Note Claims~~0.000000021053	=	_____%[1] (Compute maximum amount of New Membership Interests, ~~rounded down to nearest whole number,~~ with respect to the Unsecured

[1] NTD: the figure calculated by multiplying the principal amount of Unsecured Note Claims by 0.000000021053 already is a percentage (i.e., do not convert to a percentage).

Note Claims)

SIGNATURE

Date: _____, 201[]

Name of Eligible Offeree or Non-Eligible Offeree:

(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature:_____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

PLEASE RETURN THIS SUBSCRIPTION FORM, ALONG WITH A COMPLETED FORM W-9 OR W-8 AS APPROPRIATE TO YOUR SUBSCRIPTION NOMINEE.

DO **NOT** RETURN THIS FORM TO THE SUBSCRIPTION AGENT

Annex I

Accredited Investor Definitions

"Accredited Investor" as defined in Rule 501 of Regulation D of the Securities Act shall mean any person who comes within any of the following categories:

(1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

(i) Except as provided in clause (ii) paragraph (5), for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of

securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Clause (i) of this paragraph (5) will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an Accredited Investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person’s spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(8) Any entity in which all of the equity owners are Accredited Investors.

Annex II

Qualified Institutional Buyer Definition

"Qualified Institutional Buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), is defined as follows:

(1) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

(A) any "insurance company" as defined in Section 2(a)(13) of the Act; [1]

(B) any "investment company" registered under the Investment Company Act or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act;

(C) any "small business investment company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(D) any "plan" established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any "employee benefit plan" within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; an

[1] A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of
such insurance company.

(I) any "investment adviser" registered under the Investment Advisers Act.

(i) Any "dealer" registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(ii) any "dealer" registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iii) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a "family of investment companies" which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries
of the same parent, or if one investment company's adviser (or depositor)
is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(iv) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(v) any "bank" as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps.*

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis,* securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.