This is Exhibit "C" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016

A Commissioner for Taking Affidavits
for British Columbia

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

353

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

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

Attorneys for Debtors and Debtors in Possession

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

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

MOTION OF DEBTORS 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

A HEARING WILL BE CONDUCTED ON THIS MATTER ON DECEMBER 20, 2016 AT 9:00 A.M (CT) IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242.

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

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

Relief Requested

1. 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**"), the Debtors request approval of an order substantially in the form attached hereto as **Exhibit B** (the "**Proposed Order**") (a) approving the form and manner of notice and hearing to consider the proposed Disclosure Statement for Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors (the "**Proposed Disclosure Statement**"),[2] (b) approving the Proposed Disclosure Statement, a copy of which was filed contemporaneously herewith, as containing adequate information pursuant to section 1125 of the Bankruptcy Code, (c) approval of the proposed procedures of the Rights Offering (defined below), as set forth in Section XIII of the Disclosure Statement (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 (as may be updated, supplemented, amended and/or otherwise modified from

[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] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Proposed Disclosure Statement.

time to time, the "**Plan**"), (e) approving the below described solicitation procedures for the Plan and (f) approving the below described confirmation procedures for the Plan.

2. For the convenience of the Court and parties in interest, the below chart provides a summary of the key dates sought pursuant to the Proposed Order:

PROPOSED SOLICITATION AND CONFIRMATION TIMETABLE	
Disclosure Statement Objection Deadline	**Friday, December 12, 2016 at 4:00 p.m. (prevailing Central Time)**
Deadline to File Reply to Disclosure Statement Objection(s)	**Friday, December 16, 2016 at 4:00 p.m. (prevailing Central Time)**
Disclosure Statement Hearing	**Tuesday, December 20, 2016 at 9:00 a.m. (prevailing Central Time)**
Voting Record Date	**Tuesday, December 20, 2016**
Rights Offering Record Date	**Tuesday, December 20, 2016**
Rule 3018(a) Motion Deadline	**On a date fixed by the Court**
Request for Estimation Deadline	**On a date fixed by the Court**
Plan Supplement Deadline	**On a date fixed by the Court**
Voting Deadline	**On a date fixed by the Court**
Rights Expiration Time	**On a date fixed by the Court**
Plan Objection Deadline	**On a date fixed by the Court**
Ballot Certification Deadline	**On a date fixed by the Court**
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	**On a date fixed by the Court**
Confirmation Hearing	**On a date fixed by the Court**

3. For the further reference of the Court and parties in interest, the Debtors provide below a list of the various exhibits and documents cited throughout this Motion:

Document	Exhibit
List of Debtors	Exhibit A
Proposed Order	Exhibit B
Notice of the Disclosure Statement Hearing	Exhibit C
Proposed Disclosure Statement	Filed Contemporaneously Herewith
Plan	Exhibit B to the Proposed Disclosure Statement
Confirmation Hearing Notice	Exhibit 1 to the Proposed Order
Form of Revolving Credit Agreement Claims Ballot	Exhibit 2 to the Proposed Order
Form of ABL Credit Agreement Claims Ballot	Exhibit 3 to the Proposed Order
Form of General Unsecured Claims Ballot	Exhibit 4 to the Proposed Order
Form of Convenience Claims Ballot	Exhibit 5 to the Proposed Order
Form of Senior Secured Notes Claims Master Ballot	Exhibit 6 to the Proposed Order
Form of Senior Secured Notes Claims Beneficial Holder Ballot	Exhibit 7 to the Proposed Order
Form of Unsecured Notes Claims Master Ballot	Exhibit 8 to the Proposed Order
Form of Unsecured Notes Claims Beneficial Holder Ballot	Exhibit 9 to the Proposed Order
Notice of Non-Voting Status – Unimpaired Classes	Exhibit 10 to the Proposed Order
Notice of Non-Voting Status – Deemed to Reject Class	Exhibit 11 to the Proposed Order

Jurisdiction and Venue

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

Background

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

6. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1

The Debtors' Businesses

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

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

the Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and Request for First Day Relief [Docket No. 13], filed on the Petition Date.

The Proposed Disclosure Statement

9. Pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b), the Debtors prepared and filed the Proposed Disclosure Statement to provide parties with adequate information and disclosure regarding the terms of the Plan. The Debtors intend to provide parties with copies of the Proposed Disclosure Statement, once approved, in connection with the Debtors' solicitation of votes to accept or reject the Plan.

A. Approval of the Disclosure Statement

10. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with "adequate information" regarding a proposed chapter 11 plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as:

> information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

11. Accordingly, a debtor's disclosure statement must provide sufficient information to permit an informed judgment by impaired creditors entitled to vote on the plan. *See, e.g.*, *In re Woerner*, 783 F.3d 266, 271 (5th Cir. 2015) ("The proponent of a reorganization plan . . . must provide a court-approved disclosure statement that contains 'adequate information' about the assets, liabilities, and financial affairs of the debtor sufficient to enable creditors to

make an 'informed judgment' about the plan."); *In re Tex. Rangers Baseball Partners*, 521 B.R. 134, 176 (Bankr. N.D. Tex. 2014) ("Section 1125 of the Bankruptcy Code entitles creditors to 'adequate information' so they can make an informed decision on whether to accept or reject a chapter 11 plan."). The essential requirement of a disclosure statement is that it "must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution." *In re Keisler*, No. 08-34321, 2009 WL 1851413, at *4 (Bankr. E.D. Tenn. June 29, 2009) (quoting *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D. N.H. 1991)).

12. Whether a disclosure statement contains adequate information "is not governed by any otherwise applicable nonbankruptcy law, rule, or regulation." 11 U.S.C. § 1125(d). Instead, bankruptcy courts have broad discretion to determine the adequacy of the information contained in a disclosure statement. *See, e.g.*, *Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (noting that the determination of what is adequate information is "largely within the discretion of the bankruptcy court"); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D. N.J. 2005) ("Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement." (citing *In re River Village Assoc.,* 181 B.R. 795, 804 (E.D. Pa. 1995)). Congress granted bankruptcy courts wide discretion in determining the adequacy of a disclosure statement to facilitate effective reorganizations of debtors in a broad range of businesses, taking into account the various facts and circumstances that accompany chapter 11 cases. *See* H.R. REP. NO. 595, 95th Cong., 1st Sess. 408–09 (1977); *see also In re Cajun Elec. Power Coop.*, 150 F.3d 503, 518 (5th Cir. 1998) ("[W]ith respect to a particular disclosure statement, 'both the kind and form of information are left essentially to the judicial discretion of the court.'" (quoting S. REP. NO. 95-

989, at 121 (1978)). Accordingly, the determination of whether a disclosure statement contains adequate information is made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See In re Texas Extrusion Corp.*, 844 F.2d at 1157 ("The determination of what is adequate information is subjective and made on a case by case basis.").

13. To determine whether a disclosure statement contains adequate information, courts generally examine whether the disclosure statement contains the following types of information, as applicable:

(a) the circumstances that gave rise to the filing of the bankruptcy petition;

(b) an explanation of the available assets and their value;

(c) the anticipated future of the debtor(s);

(d) the source of the information provided in the disclosure statement;

(e) a disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;

(f) the condition and performance of the debtor while in chapter 11;

(g) information regarding claims against the estate;

(h) a liquidation analysis setting forth the estimated return that creditors would receive under chapter 7;

(i) the accounting and valuation methods used to produce the financial information in the disclosure statement;

(j) information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;

(k) a summary of the plan of reorganization or liquidation;

(l) an estimate of all administrative expenses, including attorneys' fees and accountants' fees;

(m) the collectibility of any accounts receivable;

(n) any financial information, valuations, or pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the plan;

(o) information relevant to the risks being taken by the creditors and interest holders;

(p) the actual or projected value that can be obtained from avoidable transfers;

(q) the existence, likelihood, and possible success of nonbankruptcy litigation;

(r) the tax consequences of the plan; and

(s) the relationship of the debtor with its affiliates.

See, e.g., *In re Metrocraft Pub. Services, Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984); *In re ReoStar Energy*, 2012 Bankr. LEXIS 2418, at *4–5 (Bankr. N.D. Tex. May 30, 2012) (noting that "courts have developed checklists for determining whether a disclosure statement meets the requirements of section 1125"). Such a list is not meant to be comprehensive and a debtor is not required to provide all the information on the list. Rather, the bankruptcy court must decide what is appropriate in each case in light of the particular facts and circumstances present. *In re Divine Ripe, L.L.C.*, 554 B.R. 395, 401–02 (Bankr. S.D. Tex. 2016) (adopting a similar list); *see also In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (making use of a similar list but cautioning that "no one list of categories will apply in every case").

14. The Proposed Disclosure Statement provides many of the types of information identified in the applicable categories above, including, but not limited to:

(a) an overview of the Plan (§ I, VI);

(b) key events leading to the commencement of the Debtors' chapter 11 cases (§ IV);

(c) a description of the Debtors' capital structure (§ III);

(d) the anticipated future of the Debtors (§ VII, VIII)

(e) the operation of the Debtors' businesses (§ III);

(f) the indebtedness of the Debtors and information regarding pending claims (§§III, V);

(g) a disclaimer, which indicates that no statements or information concerning the debtors or their assets or securities are authorized, other than those set forth in the Proposed Disclosure Statement (§ II);

(h) events during the chapter 11 cases (§ V);

(i) an overview of a liquidation analysis under chapter 7 (§§ XV, Ex. G);

(j) the accounting and valuation methods used to produce the financial information in the disclosure statement (§ VIII);

(k) risk factors affecting the Debtors (§ X);

(l) the relationship of the Debtors with their affiliates (§§ III, Ex. F);

(m) financial information, valuations, and pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the Plan (§§ VII, Ex. H);

(n) a description of the rights offering procedures as applicable to the Plan (XIII)

(o) requirements for confirmation of the Plan (§ XIV); and

(p) tax consequences of the Plan (§ XI).

15. In addition to the type of information that courts typically look for in a disclosure statement, the Proposed Disclosure Statement provides an analysis of the alternatives to confirmation and consummation of the Plan (§§ XV), and concludes with the Debtors' recommendation that holders of Claims eligible to vote should vote to accept the Plan because it provides the highest and best recoveries to holders of Claims against the Debtors. (*See* §§ XVI).

16. Based on the foregoing, the Debtors submit that the Proposed Disclosure Statement contains adequate information for a voting creditor to make an informed judgment regarding whether to vote to accept or reject the Plan, and therefore satisfies the requirements of section 1125 of the Bankruptcy Code. Thus, the Debtors respectfully request that the Court

approve the Proposed Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

B. The Proposed Disclosure Statement Provides Adequate Notice of Release, Exculpation, and Injunction Provisions in the Plan

17. Pursuant to Bankruptcy Rule 3016(c), "[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement [must] describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction." Fed. R. Bankr. P. 3016(c).

18. The Plan includes injunctions, releases, and exculpations in sections 10.7, 10.8, and 10.9. The Proposed Disclosure Statement in section VI describes in detail the releases provided under the plan, the entities to be providing such releases, the entities to be released, and the Claims and causes of action to be released. Additionally, section VI of the Proposed Disclosure Statement sets forth the terms of the proposed exculpation provision under the Plan, and section VI sets forth the proposed injunction related to the release and exculpation provisions in the Plan. Each of the foregoing sections is set forth in the Proposed Disclosure Statement in conspicuous, bold print. Accordingly, the Debtors respectfully submit that the Proposed Disclosure Statement complies with Bankruptcy Rule 3016(c).

C. Approval of the Notice of Disclosure Statement Hearing

19. In accordance with Bankruptcy Rules 2002(a) and 3017 and Local Rules 2002-1 and 3017-1, contemporaneously with the filing of this Motion, the Debtors filed and served a notice of the hearing on this Motion (the "**Disclosure Statement Notice**"), substantially in the form annexed hereto as **Exhibit C**, by electronic transmission, by overnight mail, or by first class mail 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., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere Wynne Sewell LLP, 2021 McKinney Avenue, Suite 1600, Dallas, TX 75201, (Attn: Marcus A. Helt, Esq. and Mark C. Moore, Esq.), counsel to the Official Committee of Unsecured Creditors (the "**Committee**"), (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, (xv) the registered and beneficial holders of Interests (as defined in the Plan) in the Debtors, (xvi) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and (xvii) any other known holders of Claims against the Debtors (collectively, the "**Notice Parties**"). The Disclosure Statement Notice provides at least 28 days' notice of the hearing to approve the Proposed Disclosure Statement (the "**Disclosure Statement Hearing**") and of the deadline by which objections must be filed to approval of the Disclosure Statement (the "**Disclosure Statement Objection Deadline**"). The Debtors respectfully submit that such notice is sufficient under the circumstances. The Debtors request that the Court find that such notice is due and proper and that no further notice is necessary.

20. Also contemporaneously herewith, and in addition to the parties who will receive Solicitation Packages (defined and described below), the Debtors have or will provide, in accordance with Rule 3017(d) and Local Rule 3017-1, at their expense, by electronic and/or first class mail, copies of the Proposed Disclosure Statement and the Plan with the Disclosure Statement Notice to: (a) the U.S. Trustee; (b) all parties that request or that are required to receive notice pursuant to Bankruptcy Rule 2002; and (c) all parties who have specifically requested such documents in the manner specified in the Disclosure Statement Notice. Copies of the Proposed Disclosure Statement and the Plan are also on file with the Office of the Clerk of the Bankruptcy Court for review during normal business hours (a fee may be charged) and are also available free-of-charge on the Debtors' claims agent's website at http://www.kccllc.net/chc.

21. The Debtors submit that the foregoing procedures provide adequate notice of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline for all purposes and, accordingly, request that the Court approve such procedures.

D. Approval of Procedures for the Filing of Objections to the Disclosure Statement

22. The Debtors propose the procedures described below for parties to object or respond to this Motion and the Proposed Disclosure Statement (the "**Disclosure Statement Objection Procedures**").

23. The Debtors propose that objections and responses, if any, to the Motion and the relief requested herein, must: (a) be in writing; (b) conform to the applicable 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 such party against the Debtors' estates or property; and (d) provide the basis for the objection and the specific grounds therefor.

24. The Debtors further propose that registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses on or before the Disclosure Statement Objection Deadline. All other parties-in-interest must file their objections and responses in writing, together with proof of service thereof, 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 Disclosure Statement Objection Deadline.

25. In accordance with Bankruptcy Rule 3017(a), any objection or response also must be served upon the following parties:

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
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
Email: louis.strubeck@nortonrosefulbright.com
rick.borden@nortonrosefulbright.com

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
Fax: (212) 319-4090
Email: leslieplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.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 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

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 Indenture Trustee Under the 2021 Notes

Chadbourne & Park LLP
1301 Avenue of the Americas
New York, NY 10019
Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6539
Email: crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

and any other entity designated by the Court (collectively, the "**Objection Notice Parties**") so as to be **actually received** by the Objection Notice Parties no later than the Disclosure Statement Objection Deadline.

26. Requiring objections and responses to this Motion and the Proposed Disclosure Statement to be filed and served in accordance with the Disclosure Statement Objection Procedures will afford the Court, the Debtors, and other parties-in-interest sufficient time before the Disclosure Statement Hearing to consider and potentially resolve any objections and responses to this Motion and the Proposed Disclosure Statement. Based upon the foregoing, the Debtors respectfully request that the Court find that the Disclosure Statement Objection

Procedures comply with the requirements of Bankruptcy Rule 3017(a) and approve such procedures.

The Solicitation Procedures

27. In connection with the Proposed Disclosure Statement and Plan, the Debtors propose to implement the solicitation, balloting, and rights offering procedures described below. The Debtors have retained Kurtzman Carson Consultants LLC ("**KCC**" or the "**Voting Agent**") as their claims, noticing, and balloting agent through the Order Authorizing the Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Balloting Agent Nunc Pro Tunc to the Petition Date [Docket No. 60].

A. Parties Entitled to Vote

28. Pursuant to the Plan, the Debtors have created eleven (11) classes of Claims and Interests. Of those classes, the Debtors submit that 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

29. 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.

30. Section 1126(f) of the Bankruptcy Code provides that, for the purposes of soliciting votes on confirmation of a plan of reorganization, "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f). The Plan leaves unimpaired certain Claims and Interests. Pursuant to section 1126(f) of the Bankruptcy Code, the holders of such Claims and Interests are conclusively deemed to accept the Plan and, accordingly, are not entitled to vote on the plan (collectively, the "**Unimpaired Classes**").

31. Section 1126(g) of the Bankruptcy Code provides that "a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests." 11 U.S.C. § 1126(g). Holders of Existing CHC Interests will receive no recovery under the Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, such holders are deemed to reject the Plan and are not entitled to vote on the plan (the "**Deemed Rejecting Class**" and, together with the Unimpaired Classes, the "**Non-Voting Classes**").

32. 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

B. Temporary Allowance / Disallowance of Claims

33. Pursuant to section 1126(a) of the Bankruptcy Code, the holder of an "allowed" claim may accept or reject a chapter 11 plan. A class of claims accepts a plan if such plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors that voted. Bankruptcy Rule 3018(a) provides that the Court may temporarily allow a claim in an amount that the Court deems appropriate for the purpose of such claim holder accepting or rejecting a plan.

34. The Debtors propose that, solely for voting purposes, each Claim within each Voting Class be temporarily Allowed in an amount equal to the amount of such Claim set forth either in the Schedules (as such term is defined in the Plan) or in a properly filed proof of claim, subject to the following exceptions:

(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, or disputed and a proof of 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 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 a date fixed by the Court, 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.

35. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, the Debtors propose that such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "**Rule 3018(a) Motion**"). Upon the filing of a Rule 3018(a) Motion, the Debtors propose that such creditor's Ballot (as defined below) be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan. The Debtors propose that any Rule 3018(a) Motion must be filed on a date fixed by the Court.

C. The Voting Record Date

36. Bankruptcy Rule 3017(d) provides, in relevant part, that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, and except to the extent the Court orders otherwise, the debtor must mail the relevant solicitation materials to

all creditors and equity security holders, including "holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed. R. Bankr. P. 3017(d); *see also* Local Rule 3017-1.

37. To identify and establish the universe of creditors entitled to vote on the Plan, the Debtors request that the Court set **Tuesday, December 20, 2016** as the date for determining (i) which creditors 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 entitled to vote on the Plan and (ii) which creditors and Interest holders in Non-Voting Classes are entitled to receive a Notice of Non-Voting Status (as defined below) (the "**Voting Record Date**").

38. 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.

39. The Debtors believe that the Voting Record Date is appropriate, as it facilitates the determination of which creditors are entitled to vote on the Plan or, in the case of

Non-Voting Creditors and Interest Holders in Non-Voting Classes, to receive the Notice of Non-Voting Status. Accordingly, the Debtors request the Court approve such dates.

D. Approval of Solicitation Packages and Procedures for Distribution Thereof

40. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims and interests for the purposes of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

> [u]pon approval of a disclosure statement, — except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders — the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:
>
> (a) the plan or a court-approved summary of the plan;
>
> (b) the disclosure statement approved by the court;
>
> (c) notice of the time within which acceptances and rejections of the plan may be filed; and
>
> (d) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

41. In accordance with the foregoing, the Debtors propose to mail or cause to be mailed solicitation packages (the "**Solicitation Packages**") containing the information described below as soon as practicable after entry of the Proposed Order approving the Proposed Disclosure Statement (as approved, the "**Disclosure Statement**"), but **not later than five (5) business days** after the date of entry of such order (the "**Solicitation Date**"), to (i) the U.S. Trustee, (ii) holders of Claims in Voting Classes, and (iii) holders of Claims or Interests in Non-Voting Classes.

42. Solicitation Packages shall contain copies of:

(a) the Proposed Order, as entered by the Court and without attachments;

(b) the Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Hearing on Confirmation of the Plan, (IV) Procedures for Objecting to the Confirmation of the Plan, and (V) Procedures and Deadline for Voting on the Plan (the "**Confirmation Hearing Notice**");

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

(d) if the recipient is entitled to vote on the Plan (as set forth herein), a Ballot (as defined below) customized for such holder and conforming to Official Bankruptcy Form No. B 314, in the form described below, and a postage-prepaid return envelope;[3]

(e) if the recipient is a holder of a Claim in Class 5 (Senior Secured Notes Claims) or Class 6 (Unsecured Notes Claims), an Offering Form (as defined below); and

(f) if the recipient is holder of a Claim or Interests 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 below).

43. In addition, recipients in Classes 6 and 7 entitled to vote on the Plan will receive a copy of a letter from the Creditors' Committee recommending that unsecured creditors vote to accept the Plan. The Debtors will file a copy of this letter with this Court prior to the hearing on the Disclosure Statement.

44. To reduce costs and the impact on the environment, the Debtors propose to send the Disclosure Statement and Plan in CD-ROM format instead of printed hard copies. Moreover, the Plan and Disclosure Statement will be available at no charge via the Internet at http://www.kccllc.net/chc. However, if service by CD-ROM imposes a hardship for any creditor entitled to receive a copy of the Plan and the Disclosure Statement (*e.g.*, the creditor does not

[3] Official Bankruptcy Form No. B 314 can be found at http://www.uscourts.gov/forms/bankruptcy-forms, the official website for the United States Bankruptcy Courts.

own or have access to a computer or the Internet), the Debtors propose that such creditor may request a paper copy of the Plan and the Disclosure Statement 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 such 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.

45. The Debtors will not mail 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 will send such creditor a Solicitation Package in accordance with the procedures set forth herein.

46. The Debtors anticipate that the United States Postal Service may return some Solicitation Packages as undeliverable. The Debtors submit that it is costly and wasteful to mail Solicitation Packages to the same addresses from which mail previously was returned as undeliverable. Therefore, the Debtors request the Court waive the strict notice rule and excuse the Debtors from mailing Solicitation Packages to addresses from which the Debtors received mailings returned as undeliverable, unless the Debtors are provided with a new mailing address sufficiently before the Voting Deadline.

47. Although the Debtors have made, and will make, every effort to ensure that the Solicitation Packages as described herein and as approved by the Court are in final form, the Debtors nonetheless request authority to make non-substantive changes (subject to the terms of the Plan Support Agreement, dated October 11, 2016, to which each Debtor is a party), to the Disclosure Statement, the Plan, and related documents without further order of the Court, including ministerial 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.

48. The Debtors submit that they have shown good cause for implementing the proposed notice and service procedures and that the proposed Solicitation Packages comply with Bankruptcy Rule 3017(d). Accordingly, the Debtors request the Court's approval thereof.

E. Approval of Notice of Non-Voting Status

49. Bankruptcy Rule 3017(d) permits a court to order that the Plan and Disclosure Statement need not be mailed to unimpaired classes. In lieu thereof, a court may order that "notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense . . . and notice of the time fixed for filing objections to and the hearing on confirmation" be mailed to the members of such classes. Fed. R. Bankr. P. 3017(d).

50. As discussed above, Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are Unimpaired and deemed to accept the Plan and, therefore, holders in these classes are not entitled to vote on the Plan. Accordingly, the Debtors propose to mail to holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims), in lieu of a Solicitation Package, the Confirmation Hearing Notice and a notice of non-voting status, substantially in the form attached to the Proposed Order as **Exhibit 10** (the "**Notice of Non-Voting Status – Unimpaired Classes**"). The Notice of Non-Voting Status (defined below) provides (a) notice of the Court's approval of the Disclosure Statement, (b) notice of the filing of the Plan, (c) notice of the holders' non-voting status, and (d) information about how to obtain copies of the Disclosure Statement and Plan.

51. Class 10 (Existing CHC Interests) is Impaired and holders of Existing CHC Interests are expected to receive no recovery under the Plan and, therefore, holders of Interests in this Class are deemed to have rejected the Plan and not entitled to vote on the Plan. Accordingly, the Debtors propose to mail to holders of Class 10 (Existing CHC Interests) the Solicitation Package which will include only the Confirmation Hearing Notice and a notice of non-voting status, substantially in the form attached to the Proposed Order as **Exhibit 11** (the "**Notice of Non-Voting Status – Deemed to Reject Class**") in lieu of a Ballot.[4]

52. Additionally, with respect to Class 9 (Intercompany Claims) and Class 11 (Intercompany Interests), the Debtors request a waiver of any requirement to serve a Notice of Non-Voting Status or any other type of notice in connection with solicitation of the Plan because such Claims are held by the Debtors or the Debtors' affiliates and are Unimpaired by the Plan.

53. The Debtors submit the above-described notices and procedures with respect to Non-Voting Classes satisfy the requirements of Bankruptcy Rule 3017(d) and, therefore, respectfully request the Court approve them.

F. Approval of Forms of Ballots

54. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Bankruptcy Form No. B 314, to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). The Debtors propose to distribute to holders of Claims in Voting Classes that are otherwise eligible to vote (as set forth herein), ballots substantially in the forms attached to the Proposed Order as **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9** (collectively, the "**Ballots**"), which are incorporated herein by reference. Although the Ballots are based on Official Bankruptcy Form No. B 314, they have been modified to

[4] **Exhibit 10** (the "Notice of Non-Voting Status – Unimpaired Classes") and **Exhibit 11** (the "Notice of Non-Voting Status – Deemed to Reject Class") collectively, the "**Notice of Non-Voting Status.**"

address the specific circumstances of these chapter 11 cases and to include certain additional information that the Debtors believe is relevant and appropriate for each Voting Class.

55. All holders of Claims in Voting Classes will receive Ballots which include an election regarding certain non-debtor release provisions in the Plan (the "**Non-Debtor Release Provisions**"). Notwithstanding anything contained herein to the contrary, only those holders of Claims in Voting Classes who vote to reject the Plan may elect to opt out of the Non-Debtor Release Provisions.

56. Each holder of a Claim in Class 7 (General Unsecured Claims) will receive a Ballot which will include an option to elect to have its General Unsecured Claim irrevocably reduced to the Convenience Claim Amount and, therefore, to be treated as a Convenience Claim. Holders of Claims (that would otherwise be General Unsecured Claims) in an amount below the Convenience Claim Amount are classified in Class 8 under the Plan, and will receive a Ballot to vote on the Plan only in Class 8 (Convenience Claims). Additionally, with respect to Ballots that will be sent to holders of Claims entitled to vote on the Plan 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 will cause to be distributed, to each Nominee, reasonably sufficient numbers of Solicitation Packages, including a Master Ballot (as hereinafter defined) and sufficient Beneficial Holder 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**").

57. The Debtors request that the Court require such Nominees, upon receipt of the Solicitation Packages, to promptly distribute such Solicitation Packages (including Beneficial Holder Ballots) to Beneficial Holders 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.

G. The Voting Deadline

58. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of [a] disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject [a] plan. . . ." Fed. R. Bankr. P. 3017(c). The Debtors anticipate mailing substantially all of the Solicitation Packages by **no later than five (5) business days** after entry of the Proposed Order. Based on such schedule, the Debtors propose that, to be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered to the Voting Agent: (a) by first-class mail in the return envelope provided with each Ballot; (b) by overnight courier; or (c) by hand delivery, so that it is **actually received** by the

Voting Agent no later than a date fixed by the Court (the "**Voting Deadline**"). The Debtors submit that the proposed **[forty-five (45)] day** solicitation period is a sufficient period within which creditors can make an informed decision whether to accept or reject the Plan.

H. Tabulation Procedures

59. In addition, the Debtors request that the following procedures apply to tabulating Ballots:

(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.

60. To assist in the solicitation process, the Debtors request that the Court grant the Voting Agent the authority to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies.

61. Pursuant to Local Rule 3018-1, the Debtors or their Voting Agent must "file a ballot certification which identifies the number of allowed claims of each class accepting or rejecting the plan and the amount of allowed interests of each class accepting or rejecting the plan" (the "**Ballot Certification**"). Local Rule 3018-1. The Debtors propose that the Ballot Certification must be filed on a date fixed by the Court.

Rights Offering Procedures

62. In connection with the Plan, after having obtained approval of the procedures set forth in Section XIII of the Disclosure Statement and summarized below (the

"**Rights Offering Procedures**")[5] by entry of the Proposed Order, Reorganized CHC will launch a rights offering to Eligible Offerees (defined below) (the "**Rights Offering**"), pursuant to which the Eligible Offerees will be offered a right (each, a "**Subscription Right**") to purchase up to such Eligible Offeree's Pro Rata portion of $433.3 million aggregate principal amount of New Second Lien Convertible Notes at an aggregate purchase price of $300.0 million.

63. Only Eligible Offerees (as defined herein) may participate in the Rights Offering. An "**Eligible Offeree**" is a holder or transferee of an Allowed Senior Secured Notes Claim or an Allowed Unsecured Notes Claim, in each case who is an "accredited investor" (an "**Accredited Investor**") within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"), as of the Rights Offering Record Date (as defined below). A "**Non-Eligible Offeree**" is a holder of an Allowed Senior Secured Notes Claim or an Allowed Unsecured Notes Claim that is not an Accredited Investor. In lieu of a Subscription Right, Non-Eligible Offerees will be given the opportunity to receive a substitute distribution consisting of additional New Membership Interests in Reorganized CHC (a "**Substitute Distribution**"), as described in more detail in the Rights Offering Procedures, Plan and Disclosure Statement

64. To exercise its Subscription Right in the Rights Offering, an Eligible Offeree must directly or through its applicable broker, dealer, commercial bank, trust company, or other agent (the "**Subscription Nominee**") (i) complete the offering form and Solicitation Package, entitling such Eligible Offeree to exercise its Subscription Right, in whole or in part,

[5] In the event of any inconsistency between the Rights Offering Procedures as set forth in Section XIII of the Disclosure Statement and the description set forth herein, the terms of the Rights Offering Procedures set forth in Section XIII of the Disclosure Statement shall govern.

(the "**Offering Form**")[6], and (ii) pay the purchase price (other than the Backstop Parties) which (x) in the case of holders of an Allowed Senior Secured Notes Claim, is an amount equal to its Pro Rata share of $280.0 million (which will purchase its Pro Rata share of approximately $404.4 million in face amount of the New Second Lien Convertible Notes as of the Effective Date) and (y) in the case of holders of an Allowed Unsecured Notes Claim, is an amount equal to its Pro Rata share of $20.0 million (which will purchase its Pro Rata share of approximately $28.9 million in face amount of the New Second Lien Convertible Notes as of the Effective Date) (in each case, as applicable, the "**Purchase Price**"). The Pro Rata share will be calculated as the proportion that an Eligible Offeree's Allowed Senior Secured Notes Claim or Allowed Unsecured Notes Claim, as applicable, bears to the aggregate amount of all Allowed Senior Secured Notes Claims or Allowed Unsecured Notes Claims, respectively, as of **Tuesday, December 20, 2016** (the "**Rights Offering Record Date**"), rounded down to the nearest dollar.

65. Each Eligible Offeree may exercise all, some, or none of its Subscription Right, and the Purchase Price for such Eligible Offeree will be adjusted accordingly.

66. The Rights Offering will be backstopped by the Backstop Parties. Each of the Backstop Parties, severally and not jointly,[7] has agreed, pursuant to the terms and conditions of the Backstop Agreement, to purchase all New Second Lien Convertible Notes that are not purchased by other Eligible Offerees pursuant to the Rights Offering (the "**Unsubscribed Notes**") on a pro rata basis in accordance with the percentages set forth in Exhibit A to the Backstop Agreement. Pursuant to the terms and conditions of the Backstop Agreement, the

[6] The Debtors will file a copy of the Offering Form with this Court prior to the hearing on the Disclosure Statement.

[7] Pursuant to the Backstop Agreement, each Backstop Commitment Party is liable for its pro rata share of the Backstop Commitment of any Backstop Commitment Party that breaches its obligations under the Backstop Agreement, up to an aggregate amount of $20.0 million for all Backstop Parties, as more fully set forth in the Backstop Agreement.

Debtors will pay the Backstop Parties the Put Option Premium subject to the terms and conditions in the Backstop Agreement.

67. Eligible Offerees are not entitled to over-subscription rights. Any Unsubscribed Notes will not be offered to other Eligible Offerees, but will instead be purchased by the Backstop Parties in accordance with the Backstop Agreement.

68. In addition, as set forth in more detail in the Rights Offering Procedures, Eligible Offerees who participate in the Rights Offering and Non-Eligible Offerees who participate in the Substitute Distribution are required to make certain agreements, representations, and acknowledgements, and are subject to certain transferability restrictions and limitations on revocation.

69. The Rights Offering shall commence on the day upon which the Offering Forms are distributed in connection with the solicitation and acceptances of the Plan (the "**Rights Commencement Date**"), which is expected to be no later than **five (5)** Business Days (as defined in the Backstop Agreement) after entry of the Proposed Order, the Rights Offering shall expire at **5:00 p.m. (CT)** on the Voting Deadline, or such other date as Reorganized CHC or CHC Parent may agree, subject to the reasonable consent of the Creditors' Committee and the Requisite Backstop Parties (as defined in the Rights Offering Procedures) (the "**Rights Expiration Time**"). The proposed duration of the Rights Offering will afford Eligible Offerees **[45] days** to participate in the Rights Offering, and is reasonable under the circumstances. To validly exercise Subscription Rights, Offering Forms and Purchase Price Funds from participating Eligible Offerees (other than the Backstop Parties) must be actually received by the Subscription Agent on or before the Rights Expiration Time.

70. If an Eligible Offeree fails to validly exercise its Subscription Right in accordance with the Rights Offering Procedures, such Eligible Offeree shall be deemed to have irrevocably relinquished and waived its Subscription Right.

71. The payments made to purchase New Second Lien Convertible Notes pursuant to the Rights Offering (the "**Rights Offering Funds**") shall be submitted to the Subscription Agent, who shall deposit and hold such funds in an escrow account until the Effective Date (the "**Rights Offering Escrow Account**"). The Rights Offering Funds shall not be used for any purpose other than to release the funds as directed by Reorganized CHC or CHC Parent on the Effective Date or as otherwise set forth in the Rights Offering Procedures or in the Plan and, until released in accordance with the foregoing, the Rights Offering Funds will not be deemed part of the Debtors' estates. The Rights Offering Funds shall not be encumbered by any lien, encumbrance, or cash collateral obligation. No interest will be paid to participating Eligible Offerees on account of any amounts paid in connection with their exercise of Subscription Rights under any circumstances.

72. Courts in this and other districts have granted similar relief in approving rights offerings. *See, e.g.*, *In re Energy & Exploration Partners, Inc., et al.*, Ch. 11 Case No. 15-44931 (RFN) (Bankr. N.D. Tex. Mar. 18, 2016) (Docket No. 537) (approving a 25-day rights offering period); *In re Reddy Ice Holdings Inc.*, Ch. 11 Case No. 12-32349 (Bankr. N.D. Tex. Apr. 19, 2012) (Docket No. 105) (approving similar rights offering procedures); *In re Doctors Hosp. 1997*, L.P., Ch. 11 Case No. 05-35291 (JB) (Bankr. S.D. Tex. May 8, 2006) (Docket No. 621); *In re Satelites Mexicanos, S.A. de C.V.*, Ch. 11 Case No 11-11035 (CSS) Bankr. D. Del. Apr. 13, 2011 (Docket No. 127) (approving a 12-days rights offering period).

73. The New Second Lien Convertible Notes issued to the Eligible Offerees participating in the Rights Offering and the New Membership Interests issuable upon the conversion thereof (together, the "**New Securities**") will be offered in the Rights Offering pursuant to an exemption from registration under the Securities Act, and any other applicable federal and state securities laws pursuant to Regulation D under the Securities Act, and may not be resold or otherwise transferred, without registration under the Securities Act or an exemption therefrom, or any applicable federal and state securities laws. Therefore, to the extent a certificate is issued in conjunction with the issuance of the New Securities, such certificate may contain (or each book entry position shall be deemed to contain) a restricted securities legend in form and substance substantially similar to the following:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, AND ACCORDINGLY THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

74. There is not and there may not be a public market for the New Securities, and Reorganized CHC does not intend to seek any listing of the New Securities on any national securities exchange or other trading market of any type whatsoever. Accordingly, there can be no assurance that an active trading market for the New Securities will ever develop or, if such a market does develop, that it will be maintained. The Disclosure Statement includes information relating to the risks associated with the Rights offering in sections X.D, X.E, and X.F.

75. The Substitute Distribution will be distributed pursuant to section 1145 of the Bankruptcy Code and may generally be resold or otherwise transferred without registration under the Securities Act or any other applicable federal and state securities laws.

76. The Debtors submit that the Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or a newly organized successor to the debtor under the plan, is not liable, on account of participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

77. Any and all disputes concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights, or the right to receive the Substitute Distribution, shall be addressed in good faith by Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, the determinations of which shall be final and binding. Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, may (i) waive any defect or irregularity, or permit a defect or irregularity to be corrected, within such times as it may determine in good faith to be appropriate or (ii) reject the purported exercise of any Subscription Right for which an Offering Form and/or payment includes defects or irregularities. Offering Forms shall be deemed not to have been properly completed until all irregularities have been waived or cured. Reorganized CHC and CHC Parent reserve the right to give notice to any Eligible Offeree or Non-Eligible Offeree regarding any defect or

irregularity in connection with any purported exercise of a Subscription Right or a right to receive a Substitute Distribution, or the completion or delivery of any Offering Form, and Reorganized CHC or CHC Parent, in consultation with the Creditors' Committee and the Requisite Backstop Parties, may permit such defect or irregularity to be cured; it being understood, that none of Reorganized CHC or CHC Parent, the Subscription Agent, or the Backstop Parties (or any of their respective officers, directors, employees, agents or advisors) shall incur any liability for failure to give such notification.

78. All exercises of Subscription Rights, and the distribution of the Substitute Distribution, are subject to and conditioned upon the effectiveness of the Plan. In the event that (i) the Rights Offering is terminated, (ii) the Debtors revoke or withdraw the Plan or (iii) the Effective Date has not occurred by the 31st day after the Bankruptcy Court's entry of the Confirmation Order (unless such date is extended in accordance with the terms of the Plan Support Agreement or the Backstop Agreement) or the conditions precedent to the occurrence of the Effective Date shall not have been satisfied or waived in accordance with the Plan, the Subscription Agent shall, within five (5) Business Days of such event, return all Rights Offering Funds held in the Rights Offering Escrow Account to each respective Eligible Offeree, without any interest.

79. Accordingly, the Debtors are seeking this Court's approval of the Rights Offering Procedures in connection with the approval of the Proposed Disclosure Statement and respectfully submit that the Rights Offering Procedures are reasonable, in furtherance of the Plan, and in the best interests of the Debtors and their estates.

Confirmation

A. The Confirmation Hearing

80. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation" of a chapter 11 plan. Fed. R. Bankr. P. 3017(c). Pursuant to Bankruptcy Rule 2002(b), creditors must receive at least twenty-eight (28) days' notice of a confirmation hearing. In accordance with these rules, and in view of the Debtors' proposed solicitation schedule outlined herein, the Debtors request that a hearing on confirmation of the Plan (the "**Confirmation Hearing**") be scheduled on a date fixed by the Court. 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 with the Court. The Debtors request that the Court find that the proposed date for the Confirmation Hearing is in compliance with the Bankruptcy Rules and the Local Rules, and will enable the Debtors to pursue confirmation of the Plan in a timely fashion.

B. Objection Procedures

81. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Fed. R. Bankr. P. 3020(b)(1). Local Rule 3020-1 provides that unless the court orders otherwise, objections to confirmation of a plan must be filed and served "no later than 4 days prior" to the Confirmation Hearing. Local Rule 3020-1. Bankruptcy Rule 2002(b) provides that parties must receive at least twenty-eight (28) days' notice of the deadline for filing objections to confirmation. Accordingly, and in view of the Debtors' proposed solicitation schedule outlined herein, the Debtors propose a date fixed by the Court as the deadline to object or respond to confirmation of the Plan (the "**Plan Objection Deadline**").

82. The Debtors request that objections and responses, if any, to confirmation of the Plan: (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; and (d) provide the basis for the objection and the specific grounds thereof.

83. The Debtors further request that registered users of the Bankruptcy 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, together with proof of service thereof, 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.

84. Any objection or response also must be served upon and received by the Objection Notice Parties no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), "if no objection is timely filed, the [C]ourt 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." Fed. R. Bankr. P. 3020(b).

85. The Debtors submit that, if there are objections to confirmation, it will assist the Court and may expedite the Confirmation Hearing if the Debtors reply to any such objections. Accordingly, the Debtors request that they be authorized to file and serve an omnibus reply (the "**Omnibus Reply**") to any such objections and that the Court establish a date to be determined as the deadline for filing and service of replies or an Omnibus Reply to any objections to confirmation of the Plan.

86. The Debtors also request that the Court establish a date to be determined as the deadline for the Debtors to file their brief in support of confirmation of the Plan a date fixed by the Court (the "**Confirmation Brief**").

87. The Debtors respectfully request that the Court approve the procedures for filing objections to the Plan and replies thereto and find that such procedures comply with Bankruptcy Rules 2002 and 3020.

C. Plan Supplement

88. Pursuant to the Plan, the Debtors intend to file a "**Plan Supplement**" consisting of a supplemental appendix to this Plan which shall be consistent with the Plan Support Agreement and contain, among other things, substantially final forms of the Management Incentive Plan term sheet, the Amended Certificates of Incorporation of the applicable Reorganized Debtors, the Amended By-Laws of the applicable Reorganized Debtors, the Reorganized CHC Operating Agreement, the [Exit Revolving Credit Agreement], the Amended and Restated ABL Credit Agreement, the PK Financing Facility Documents (if applicable), the New Second Lien Convertible Notes Indenture, the New Unsecured Notes Indenture, the New Intercreditor Agreement (if applicable), the Schedule of Assumed Contracts and Leases, the Schedule of Rejected Contracts and Leases, the Schedule of Assumed Aircraft Leases, the Schedule of Rejected Aircraft Leases, the Schedule of Assumed Compensation and Benefit Plans, and, with respect to the members of the New Board and officers of the Reorganized Debtors, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; *provided*, that, through the Effective Date, the Debtors shall have the right to amend the documents contained in, and the exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Plan Support Agreement. Each of the Plan

Supplement documents shall be in form and substance reasonably acceptable to the Debtors, the Creditors Committee, the Requisite Plan Sponsors, and, to the extent set forth in the Plan Support Agreement, Milestone and the Individual Creditor Parties, *provided however* that all Governance Matters (as defined in the Plan Support Agreement) shall be consistent in all material respects with the Plan Term Sheet, and determined by the Requisite Plan Sponsors in their sole discretion, in consultation with the Debtors and the Creditors' Committee (and, solely to the extent the terms of such agreement materially, adversely, disproportionately and directly affect the Individual Creditor Parties, in consultation with the Individual Creditor Parties), and otherwise in accordance with the Plan Support Agreement.

89. The Debtors request that the Court authorize Debtors to file the Plan Supplement with the Bankruptcy Court no later than ten (10) calendar days before the Voting Deadline (the "**Plan Supplement Filing Deadline**").

90. The Debtors submit that the Plan Supplement Filing Deadline is prudent and attainable under the circumstances of these chapter 11 cases. Thus, the Debtors respectfully request that the Court approve the Plan Supplement Filing Deadline.

D. Confirmation Hearing Notice

91. Pursuant to Bankruptcy Rule 3017(d), notice of a plan confirmation objection deadline and hearing must be provided to all creditors and equity security holders in accordance with Bankruptcy Rule 2002. Bankruptcy Rules 2002 requires notice to, among others, all creditors, indenture trustees, and equity security holders of the time set for filing objections to, and the hearing to consider confirmation of a plan. In addition, Bankruptcy Rule 2002(c)(3) provides that if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan confirmation notice must include, in conspicuous

language, a statement that the plan proposes an injunction, a brief description of the nature of the injunction, and identification of the entities that would be subject to such injunction. Fed. R. Bankr. P. 3020(b).

92. In accordance with the foregoing, in addition to including the notice in the Solicitation Packages, by **no later than five (5) business days** after entry of the Proposed Order, the Debtors propose to provide a copy of the Confirmation Hearing Notice setting forth (a) the Voting Deadline, (b) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Plan, (c) the time, date, and place for the Confirmation Hearing, and (d) information about the Plan injunctions in compliance with Bankruptcy Rule 2002(c)(3) with service provided by electronic and/or first class mail on the Notice Parties.

93. In addition to mailing the Confirmation Hearing Notice, 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.

94. The Debtors submit that the foregoing notice procedures comply with all notice requirements under Bankruptcy Rules 3017(d) and 2002. Accordingly, the Debtors request that the Court find that such notice is due and proper and no further notice is necessary.

Notice

95. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq., Anupama Yerramalli, Esq., and Rachael Ringer, Esq.) and Gardere Sewell Wynne LLP, 2021 McKinney Avenue, Suite 1600,

Dallas, Texas 75201 (Attn: Marcus A. Helt, Esq. and Mark C. Moore, 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. The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

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

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

Dated: November 11, 2016
Dallas, Texas

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

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

Debtors

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

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

EXHIBIT B

Proposed 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

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

"**Debtors**"), for an order pursuant to sections 105, 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. 1712] (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. 1711] (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 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 Form, 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.

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, or disputed and a proof of 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 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.

12. If any creditor seeks to challenge the allowance of its Claim for voting purposes, such creditor shall 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 (a "**Rule 3018(a) Motion**"). Upon the filing of any such motion, such creditor's Ballot shall be counted in accordance with the above-designated guidelines, unless temporarily Allowed in a different amount 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

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.

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.

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

16. The Solicitation Packages are **APPROVED**.

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).

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.

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.

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.

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.

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

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

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**.

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

26. The Ballots are **APPROVED**.

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

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.

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**").

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

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.

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

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.

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.

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.

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.

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

Rights Offering Procedures

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.

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

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

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

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**").

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.

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.

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
Email: louis.strubeck@nortonrosefulbright.com
greg.wilkes@nortonrosefulbright.com
tim.springer@nortonrosefulbright.com

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
Fax: (212) 319-4090
Email: leslieplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.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

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.

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.

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

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

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.

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

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.

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

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

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 1

Confirmation Hearing Notice

422

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 Rules temporarily allowing your Claim in a different amount or in a different class for purposes

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

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
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
Email: louis.strubeck@nortonrosefulbright.com
rick.borden@nortonrosefulbright.com

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
Fax: (212) 319-4090
Email: lesliеplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.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 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

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 Indenture Trustee Under the 2021 Notes
Chadbourne & Park LLP
1301 Avenue of the Americas
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@kcc.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
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 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.

430

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@KCC.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.

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

437

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@KCC.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.

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: _____

444

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 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 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 [___Dollars] [($____)] 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@KCC.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 General Unsecured Claim in the aggregate amount provided below.

Amount of Class 7 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.**

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 General Unsecured Claim irrevocably reduced to the amount of [____ Dollars] [($)] and, therefore, to be treated as a Convenience Claim. By making this Convenience Claim election, your response to Item 2 above will be counted as a vote with respect to your Convenience Claim.[1]

☐ The undersigned certifies that it elects to reduce the amount of its Allowed General Unsecured Claim to [____Dollars] ($____)], such that it will be entitled to receive distributions as a holder of a Convenience Claim pursuant to Section 4.8 of the Plan.

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: _____

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

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 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@KCC.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.

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**
	To Accept the Plan		**To Reject the Plan**	**If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	$	**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 thercto, 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.

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**
	To Accept the Plan		**To Reject the Plan**	**If the box in Item 3 of the Ballot was completed, place an X in the column below.**
	$	**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.

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.

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), Class 2 (Other Secured Claims), and Class 8 (Convenience 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@kcc.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

500

EXHIBIT 11

Notice of Non-Voting Status – Deemed to Reject Class

501

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@kcc.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.

---

[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.

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

503

EXHIBIT C

Notice of the Disclosure Statement Hearing

504

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 HEARING TO CONSIDER APPROVAL OF PROPOSED DISCLOSURE STATEMENT FOR DEBTORS' JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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 that on November 11, 2016, CHC Group Ltd. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), filed the *Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, dated November 11, 2016 [Docket No. __] (as may be further amended, the "**Plan**") and the proposed *Disclosure Statement for the Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors*, dated November 11, 2016 [Docket No. __] (as may be further amended, the "**Proposed Disclosure Statement**"), pursuant to section 1125 of Title 11 of the United States Code (the "**Bankruptcy Code**").

PLEASE TAKE FURTHER NOTICE THAT:

1. A hearing (the "**Disclosure Statement Hearing**") will be held before the Honorable Barbara J. Houser, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**"), Earle Cabell Federal Building, 1100 Commerce St., Courtroom #2, 14th Floor, Dallas, Texas 75242, on **December, 20, 2016 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel can be heard, to consider entry of an order determining, among other things, that the Proposed Disclosure Statement contains "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Proposed Disclosure Statement.[1]

2. Any party in interest wishing to obtain a copy of the Proposed Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC 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). Interested parties may also review the Proposed Disclosure Statement and the Plan free of charge at http://www.kccllc.net/chc. In addition, the Proposed Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed 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.

3. Objections, if any, to approval of the Proposed Disclosure Statement 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 such party against the Debtors' estates or property; (d) provide the basis for objection and specific grounds thereof; 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 **December 12, 2016 at 4:00 p.m. (prevailing Central Time)**.

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

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
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
Email: louis.strubeck@nortonrosefulbright.com
rick.borden@nortonrosefulbright.com

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
Fax: (212) 319-4090
Email: lesliеplaskon@paulhastings.com
andrewtenzer@paulhastings.com
michaelcomerford@paulhastings.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 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

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 Indenture Trustee Under the 2021 Notes
Chadbourne & Park LLP
1301 Avenue of the Americas
New York, NY 10019
Attn: Christy L. Rivera
Marian Baldwin Fuerst
Fax: (212) 541-6539
Email: crivera@chadbourne.com
mbaldwinfuerst@chadbourne.com

4. **IF AN OBJECTION TO THE PROPOSED DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO THE PROPOSED DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND WILL NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

5. 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.

Dated: [___], 201_
Dallas, Texas

WEIL, GOTSHAL & MANGES LLP

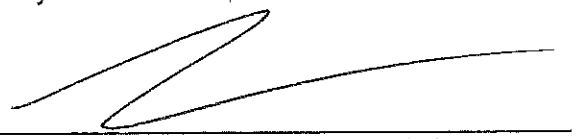
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-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

This is Exhibit "D" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016



A Commissioner for Taking Affidavits
for British Columbia

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

Objection Deadline: October 24, 2016 at 4:00 p.m. (CT)

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

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

Attorneys for Debtors and Debtors in Possession

Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836

Special Aircraft Attorneys for Debtors and Debtors in Possession

509

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)**

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

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

1631854160930000000000007

510

A HEARING WILL BE CONDUCTED ON THIS MATTER ON NOVEMBER 2, 2016 AT 1:15 P.M. IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242.

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

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

Relief Requested

1. The Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as Exhibit B (the "**Order**"), pursuant to sections 105(a) and 365(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6004(h) and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), to reject certain equipment leases (the "**Leases**") for helicopters and other related equipment identified on Schedule 1 to the Order that the Debtors no longer need in the operation of their business (collectively, the "**Excess Equipment**") and certain sublease agreements identified on Schedule 2 to the Order (the "**Subleases**") relating to the Excess Equipment (the "**Subleased Equipment**").

Jurisdiction and Venue

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

[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.

511

Background

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

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

The Debtors' Businesses

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

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

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

Basis for Relief

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

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

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

10. The Debtors have undertaken to accelerate their fleet replacement strategy in exiting from non-revenue generating aircraft and five older technology helicopter types, in order to first meet their customers' demands for newer technology helicopters and then reduce the number of different helicopters types in their fleet. The Debtors expect to reduce their fleet to approximately 75 productive aircraft by the end of calendar year 2017. Since the Petition Date, the Court has approved the rejection of 66 helicopters. *See* Docket No. 273, 427, 428, 565 and 833.

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

12. The requested relief will (i) allow for immediate rejection of the Leases and the Subleases and eliminate unnecessary obligations of the Debtors; (ii) establish an orderly, efficient process for the surrender and return of the Excess Equipment and related documentation; (iii) preserve the uninterrupted operation of CHC's business; and (iv) reduce the very substantial costs and disruptions that otherwise would be incurred in connection with replacing engines currently installed on rejected helicopters with the originally installed engines. The requested relief will also ensure that the lessors under the rejected Leases (the "**Lessors**") are provided with procedures for the documentation of title to the helicopters and related equipment that are surrendered and returned to them through the surrender and return process. As part of CHC's revised business plan, CHC has been in the process of reducing its fleet by approximately 90 helicopters in the aggregate in the near term. CHC will continue to analyze its

fleet and, as a result of this ongoing analysis, CHC believes that additional helicopters and related equipment may be retired in the future.

Replacement of Helicopter Parts and Equipment

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

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

15. Scheduled maintenance, testing and repair services performed by an MRO are detailed, time-consuming processes. In addition, MROs are not in all the same locations as

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

16. The engines in CHC's helicopter fleet are maintained, tested and repaired under MRO Pooling Arrangements by both CHC's own MRO as well as third-party MROs. Accordingly, due to these MRO Pooling Arrangements and given the large size of CHC's

516

helicopter fleet and its continued operation for many years, on any given day, a significant portion of the helicopters in CHC's fleet will not have installed on them those engines that were originally installed on the helicopter at the commencement of the applicable lease (the "**Original Equipment**"), and given the breadth of CHC's worldwide operations, much of such Original Equipment will be located in different parts of the world than the applicable helicopter subject to such lease and, in fact, may be installed on the helicopters of third-party operators or owned and possessed by an MRO and used in such MRO's shared pool.

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

18. To accommodate this standard and necessary practice, helicopter leases and mortgages typically include provisions contemplating the removal and replacement of engines under certain circumstances. Thus, in the case of a helicopter lease, the substitution provisions would contemplate that the lessee cause title to a replacement engine to be conveyed

to the lessor and contemporaneously the lessor relinquish title to the engine being replaced. Similarly, in the case of a helicopter mortgage, the substitution provisions would contemplate that the mortgagor subject a replacement engine to the mortgage and contemporaneously the secured party relinquish its lien on the engine being replaced.

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

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

Original Equipment to return to the applicable Lessor, since such engine may be installed and operating in the fleet of another operator and title to such engine would have been conveyed by an original equipment manufacturer ("**OEM**") or MRO, as the case may be, to such operator. The burden, expense and disruption to CHC's business and fleet operation would be multiplied significantly given, in addition to the return of this helicopter, the Debtors are seeking to return 65 helicopters under prior rejection orders (*see* Docket Nos. 273, 427, 428 and 565) and additional helicopters under pending motions. In addition, more helicopters may be surrendered and returned in the medium term as CHC continues to review its fleet needs.

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

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

23. Each helicopter model has specific types of rotor blades, engines and other parts approved for use with such helicopter model. All engines of a specific model and version

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

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

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

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

Procedures

27. The Debtors ask that the Court approve the following procedures regarding the Lease, Subleases and Excess Equipment that are the subject of this motion ("**Procedures**"), which are consistent with the procedures approved by the Court in connection with the Debtors' previous omnibus rejection motions, set forth at Docket Numbers 427, 428 and 565.

A. Filing Proofs of Claim

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

B. Provision of Records and Documents

29. Upon effectiveness of rejection or as soon as reasonably practicable thereafter, the Debtors shall make available to the applicable Lessors or their designees records and documents relating to such Excess Equipment that are in the Debtors' possession or control (whether hard copy or in electronic form). If such Excess Equipment is Replacement Equipment (as defined below), the Debtors shall make available to the applicable Lessors or their designees all records and documents that are in the Debtors' possession or control relating to such Replacement Equipment instead of those relating to any equipment previously installed (but no longer installed) on the helicopter in accordance with the foregoing. If such records and documentation are in the possession of the Debtors' non-debtor affiliates, the Debtors will cause

their non-debtor affiliates to make available such records and documentation to the applicable Lessors or their designees. If such records and documentation are in the possession of third parties, the Debtors will use their commercially reasonable efforts to cause such third parties to make available such records and documentation to the applicable Lessors or their designees, provided that such applicable Lessor shall be solely responsible for all reasonable out-of-pocket costs associated with such third-party records and documentation requests. From and after the Effective Date, the Debtors will respond reasonably promptly to reasonable inquiries from the applicable Lessors regarding such records and documents related to such Lessors' Excess Equipment.

C. Return and Retrieval of the Helicopters

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

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

a. If requested, and subject to paragraphs (b) through (e) below, the Debtors shall formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the relevant Lessor free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through the Lessor (or the Lessor's lenders and financing parties under related aircraft financings)) by providing a bill of sale to the Lessor of such Replacement Equipment.

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

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

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

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

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

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

33. The Debtors will provide to the Official Committee of Unsecured Creditors (the "**Committee**"), by and through its advisors, and to counsel to the informal group

of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, with a bi-weekly report of all transfers of, and liens on, Original Equipment, Replacement Equipment or Substitute Equipment made pursuant to these Procedures.

34. Unless otherwise mutually agreed to with the Lessor, to preserve the value of the Excess Equipment before the Lessor takes possession, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) day after the later of the date of entry of the Order and the relevant Effective Date and (b) the date on which the appropriate Lessor takes possession of such Excess Equipment and (ii) thereafter, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess

Equipment. Thereafter, however, the Debtors shall cease insuring and maintaining the Excess Equipment.

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

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

D. Debtors' Cooperation in Making Related Aviation Authority Filings

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

E. Debtors' Further Actions to Implement Approved Rejections

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

38. Similarly, the Debtors hereby request, to the extent necessary, that the automatic stay provided by section 362 of the Bankruptcy Code be modified as to any and all of

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

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

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

40. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the "business judgment" standard. *See NLRB v. Bildisco & Bildisco,* 465 U.S. at 523; *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Orion Pictures Corp.*, 4 F.3d at 1098-99; *In re Minges*, 602 F.2d 38, 42 (2d Cir. 1979); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Roman Crest Fruit, Inc.*, 35 B.R. 939, 949 (S.D.N.Y. 1983). Courts defer to a debtor's business judgment in rejecting an unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment"); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) (holding that, absent public policy necessitating a more stringent standard, business judgment standard applies to a rejection decision under § 365(a)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1307 (5th Cir. 1985) (applying business judgment standard to the determination of whether a rejection decision was proper under § 365).

41. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will

benefit the debtor's estate. *See In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *G Survivor*, 171 B.R. at 757); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate.'") (citation omitted). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summary affirmed unless it is the product of 'bad faith, or whim or caprice'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

42. In addition, "unless a separate provision of the Bankruptcy Code provides a non-debtor party with specific protection, the debtor and its estate's interests are paramount; adverse effects on the non-debtor contract party arising from the decision to assume or reject are irrelevant." *In re The Great Atlantic & Pacific Tea Company*, 544 B.R. 43, 49 (Bankr. S.D.N.Y. 2016); *see also In re Sabine Oil and Gas Corp.*, 547 B.R. 66, 71 (Bankr. S.D.N.Y. 2016); *In re Noranda Aluminum, Inc.*, 549 B.R. 725, 729 (Bankr. E.D. Mo. 2016).

43. As part of their ongoing efforts to reduce costs and maximize fleet flexibility, the Debtors have identified Excess Equipment that no longer fits into the Debtors' business plan and, accordingly, will no longer be utilized by the Debtors and have no utility or value to the Debtors. The Debtors entered into the Leases and related agreements in a different economic climate than the one facing the Debtors' industry today. Today, with the ongoing downturn in the Debtors' industry, these same helicopters are no longer necessary to the Debtors' operations. As of the date hereof, the Debtors have taken or will take all of the Excess Equipment out of service. Consequently, the unused equipment is, or will be, languishing in

expensive storage space without generating any value for the Debtors' estates and the Excess Equipment is nothing more than a cash drain on the Debtors' businesses. Thus, the Excess Equipment is burdensome to the Debtors and is no longer beneficial to the Debtors or their estates. If the rejection of the Leases is approved, the Debtors will maintain sufficient helicopters to operate their businesses and meet their customers' needs.

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

Reservation of Rights

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

Rule 6004(h) Waiver

46. The Debtors respectfully request that any order approving this Motion be effective immediately, thereby waiving the 14-day stay period imposed by Bankruptcy Rule 6004(h). Waiver of the stay period is necessary for the Motion and the Procedures to be implemented as expeditiously as possible.

Notice

47. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) in the case of Excess Equipment, the Lessor, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any; (x) in the case of the Subleases, the Sublessees; and (xi) all parties

who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

No Prior Request

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

[The remainder of this page is intentionally blank]

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

Dated: September 30, 2016
New York, New York

By: */s/ Jasmine Ball*

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Special Aircraft Attorneys for Debtors and Debtors in Possession

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
Kelly.diblasi@weil.com

Attorneys for Debtors and Debtors in Possession

534

EXHIBIT A

Debtors

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

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

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2

Notice Parties: Schedule 1	Row(s)
Export Development Canada	1, 3
Export Import Bank of the United States	1
HAYNES AND BOONE, LLP	1-3
McGUIRE, CRADDOCK & STROTHER, P.C.	1
RBS Aerospace Limited	3
robert wray PLLC	1
TMF Management (Ireland) Limited	2
VEDDER PRICE	1
WACHTELL, LIPTON, ROSEN & KATZ	1-3
Waypoint Asset Company Number 1 (Ireland) Limited	1
Waypoint Asset Co 3 Limited	2
Waypoint Asset Co 6 Limited	3
WAYPOINT LEASING	1-3
Wells Fargo Bank Northwest NA	2
Wells Fargo Bank Northwest, National Association	2

Notice Parties: Schedule 2	Row(s):
Thai Aviation Services Limited	2

Schedule 1[1]

EXCESS EQUIPMENT

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Leasing (Ireland) Limited	Lessor: Waypoint Asset Company Number 1 (Ireland) Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com	Manufacturer: Sikorsky Model: S92A Serial Number: 920143	601 Moo 1 Tumbon Pakpoon, Nakhon Si Thammarat District, Nakhon Si Thammarat Province 80000, Thailand	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-E947638 GE-E947315	Date of the entry of this Order.

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Lender: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 Copy: J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Export Import Bank of the United States Vice President – Transportation Division 811 Vermont Avenue, N.W. Washington D.C.20571 (T): (202)-565-3550 (F): (202)-565-3558 robert wray PLLC Geraldine R.S. Mataka 1150 Connecticut Avenue, NW Washington D.C. 20036 (T): (202)-349-5016 (F): (202)-293-7877				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
2	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com	Manufacturer: Sikorsky Model: S92A Serial Number: 920231	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Scotland	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-947747 GE-947750	Date of the entry of this Order.

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Copy: TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland (F): +353 1 614 6250 Email: john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com Owner Trustee: Wells Fargo Bank Northwest NA CTS Lease Group 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Email: ctsleasegroup@wellsfargo.com Copy: Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
3	Heliworld Leasing Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31042	CHC Scotia Ltd, CHC Hangar, Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.:	Date of the entry of this Order.

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C.			PCE-KB0367 PCE-KB0042	

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F) : 01242 233519 RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		RBS Aerospace Limited Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230 Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201 Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com				

Schedule 2[1]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	920143	Sublease	CHC Leasing (Ireland) Limited	Heliworld Leasing Limited	Date of the entry of this Order.
2	920143	Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	Date of the entry of this Order.
3	920231	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited	Date of the entry of this Order.
4	31042	Sublease	Heliworld Leasing Limited	CHC Scotia Limited	Date of the entry of this Order.

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

Exhibit B

Proposed Form of Order

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

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

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

Upon the motion dated September 30, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6004(h) and 6006 to reject the leases ("**Leases**") for helicopters and other related equipment identified on Schedule 1 to this Order (collectively, the "**Excess Equipment**") and the sublease agreements identified on Schedule 2 to this Order (the "**Subleases**") and relating to

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

certain Excess Equipment identified on Schedule 2 to this Order (the "**Subleased Equipment**"); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors' Fourth Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code, dated as of September [16], 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the

9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessor, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, (x) in the case of the Subleases, the Sublessees, and (xi) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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

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

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

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

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

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

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) day after the later of the date of entry of the Order and the relevant Effective Date and (b) the date on which the appropriate Lessor takes possession of such Excess Equipment and (ii) thereafter, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such

Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

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

entitled to assert an administrative expense claim for such Subsequent Costs. If the Lessor does not remove the Excess Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, or otherwise contract with the Debtors or a third party for storage of the Excess Equipment, the Debtors may file a motion to compel removal of the Excess Equipment and/or payment to the Debtors of storage and other attendant costs including without limitation all legal fees. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

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

Substitute Equipment; provided that, in certain circumstances, some of the Excess Equipment associated with a rejected Lease may be made available at a location other than such locations set forth in Schedule 1 for such Excess Equipment, in which case the Lessor (and other interested parties associated with such Excess Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on and after the Effective Date of such rejection of such location and the equipment located at such other location. If any of the Excess Equipment was non-serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority), subject, however, to the reservation of rights provisions below regarding the assertion of administrative expense claims and general unsecured claims for damages and maintenance condition status. During the period commencing on the date of this Order and ending at the time the Lessor or its designee takes possession of the Excess Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove or use any of the Excess Equipment (including any part or component thereof) except as expressly permitted by paragraphs 10 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

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

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

11. If the transfer documentation contemplated in the Motion was not formalized at the time of the removal of the Original Equipment, the relevant Lessor shall simultaneously deliver, or cause to be delivered, to the Debtors a bill of sale for the Original Equipment, transferring such Original Equipment to the Debtors (or to a third party designated

by the Debtors) free and clear of all liens, claims and encumbrances granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings).

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

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

14. If a lessor of Original Equipment or Replacement Equipment does not deliver title documents, or if a secured party with a lien on Original Equipment or Replacement

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

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

16. The Debtors shall provide to the Committee, by and through its advisors, and to counsel to the informal group of certain unaffiliated holders of the 9.250% Senior Secured

Notes Due 2020, with a bi-weekly report of all transfers of, and liens on, Original Equipment, Replacement Equipment or Substitute Equipment made pursuant to this Order.

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

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

19. The entry of this Order is without prejudice to the ability of a Lessor or any other party in interest whose Excess Equipment is the subject of a lease that is rejected by the Motion and this Order to assert and file claims, if any, including a request for payment of an administrative expense claim (if any), for damages or other compensation arising under or in connection with the applicable Lease and/or section 503 of the Bankruptcy Code, including any failures, if any, by the Debtors to comply with any terms and conditions contained in the Lease, provided that this Order is without prejudice to the Debtors' or any other party in interest's defenses, offsets and objections to such claims and their asserted priority. Nothing set forth herein shall be deemed to determine the scope of the Debtors' return obligations with respect to the Excess Equipment and that this Order (including, without limitation, the Effective Dates set forth on Schedule 1 and Schedule 2) is without prejudice to the rights, if any, of (i) any Lessor or

party in interest in these transactions to assert a claim for damages for failure to comply or delay by the Debtors to satisfy all return provisions with respect to any portion of the Excess Equipment or for improper or inadequate record keeping with respect to the records or documents, under the applicable Lease, security agreement or other operative documents or under the Bankruptcy Code, including entitlement to rent, supplemental rent, debt service or damages, or an administrative expense claim with respect to rent, supplemental rent, debt service or damages, if any, or a claim for other contractual payments, including any indemnities, fees and expenses of the trustee, if any, stipulated loss value, termination value or payments under a tax indemnity agreement, if any and in all instances other than for Subsequent Costs, or (ii) the Debtors or any other party to object to any such claims or their asserted priority; provided, however, that to the extent there are Agreed Arrangements, with respect to specific matters delineated therein, unless otherwise agreed to by the parties to such Agreed Arrangements, after consultation with the UCC, the applicable Lessor shall not have any claim (whether prepetition or administrative) for damages relating to the Debtors' compliance with such Agreed Arrangements in lieu of the requirements for the applicable Lease or security agreement (but all other claims and priority rights (and defenses thereto) are fully preserved); provided, further, that if the Debtors and any Lessor have agreed to extend the Effective Date for related Excess Equipment beyond the Effective Date specified in the Motion, the Debtors shall not be subject to, and such Lessor shall not assert, any additional administrative expense claims as a result of such extension but all other bases for administrative claims (including, without limitation, any failure by the Debtors to return the Excess Equipment by the extended Effective Date) (as well as all rights to object thereto) are fully preserved and reserved. Nothing in this order will impair or

alter any right or entitlement of any Lessor or any other party in interest to recover insurance proceeds with respect to the Excess Equipment.

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

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

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

560

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

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

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Special Aircraft Attorneys for Debtors and Debtors in Possession

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

Attorneys for Debtors and Debtors in Possession

Schedule 1[1]

EXCESS EQUIPMENT

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Leasing (Ireland) Limited	Lessor: Waypoint Asset Company Number 1 (Ireland) Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff	Manufacturer: Sikorsky Model: S92A Serial Number: 920143	601 Moo 1 Tumbon Pakpoon, Nakhon Si Thammarat District, Nakhon Si Thammarat Province 80000, Thailand	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-E947638 GE-E947315	Date of the entry of this Order.

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Lender: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 Copy: J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Export Import Bank of the United States Vice President – Transportation Division 811 Vermont Avenue, N.W. Washington D.C.20571 (T): (202)-565-3550 (F): (202)-565-3558 robert wray PLLC Geraldine R.S. Mataka 1150 Connecticut Avenue, NW Washington D.C. 20036 (T): (202)-349-5016 (F): (202)-293-7877				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
2	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy:	Manufacturer: Sikorsky Model: S92A Serial Number: 920231	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Scotland	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-947747 GE-947750	Date of the entry of this Order.

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland (F): +353 1 614 6250 Email: john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com Owner Trustee: Wells Fargo Bank Northwest NA CTS Lease Group 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Email: ctsleasegroup@wellsfargo.com Copy: Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
3	Heliworld Leasing Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31042	CHC Scotia Ltd, CHC Hangar, Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.: PCE-KB0367	Date of the entry of this Order.

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800			PCE-KB0042	

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F) : 01242 233519 RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390 RBS Aerospace Limited				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230 Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201 Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com				

Schedule 2[1]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	920143	Sublease	CHC Leasing (Ireland) Limited	Heliworld Leasing Limited	Date of the entry of this Order.
2	920143	Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	Date of the entry of this Order.
3	920231	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited	Date of the entry of this Order.
4	31042	Sublease	Heliworld Leasing Limited	CHC Scotia Limited	Date of the entry of this Order.

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

This is Exhibit "E" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016

A Commissioner for Taking Affidavits
for British Columbia

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

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
372

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed November 7, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

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

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

Upon the motion dated September 30, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy

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

Rules 6004(h) and 6006 to reject the leases ("**Leases**") for helicopters and other related equipment identified on Schedule 1 to this Order (collectively, the "**Excess Equipment**") and the sublease agreements identified on Schedule 2 to this Order (the "**Subleases**") and relating to certain Excess Equipment identified on Schedule 2 to this Order (the "**Subleased Equipment**"); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors' Fourth Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code, dated as of September [16], 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon,

101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessor, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, (x) in the case of the Subleases, the Sublessees, and (xi) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

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

the Leases underlying the Subleased Equipment. The Debtors shall make available to the Lessors or their designees all Excess Equipment consistent with this order on and after the Effective Date.

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

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

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

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

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) day after the later of the date of entry of the Order and the relevant Effective Date and (b) the date on which the appropriate Lessor takes possession of such Excess Equipment and (ii) thereafter, shall cease insuring and maintaining such Excess Equipment; provided that upon request from the appropriate Lessor and agreement by such Lessor to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance

coverage and existing storage and related storage maintenance, if any, for Excess Equipment not yet in the possession of such Lessor for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph, and (B) provide (without adversely affecting the Debtors' business operations) reasonable assistance to such affected Lessor to prepare the Excess Equipment for return shipment to the Lessor by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

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

Agreed Arrangements, or otherwise contract with the Debtors or a third party for storage of the Excess Equipment, the Debtors may file a motion to compel removal of the Excess Equipment and/or payment to the Debtors of storage and other attendant costs including without limitation all legal fees. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the applicable Lessor.

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

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

9. Subject to ordered paragraphs 10 through 15, if any Replacement Equipment installed on, or returned with, the Affected Equipment has not been previously substituted pursuant to the terms of the relevant Lease, the Debtors shall, if requested by the affected Lessor, formalize the transfer of the Debtors' right, title and interest in such

Replacement Equipment to the Lessor free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)) by providing a bill of sale to the Lessor of such Replacement Equipment.

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

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

12. If the Replacement Equipment and the Original Equipment are beneficially owned by the relevant Lessor (and for equipment subject to security interests also

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

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

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

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

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

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

18. Claims arising out of any rejection effected pursuant to these procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c)

establishing a deadline by which prepetition general unsecured claims must be filed (the "**Bar Date**"), on or before the later of (i) the Bar Date, or (ii) 30 days after the Effective Date with respect to the item of Excess Equipment or with respect to the Sublease to which such claim relates, as the case may be. Any claim not timely filed will be irrevocably barred.

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

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

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

21. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to any and all of the Debtors' estates to allow the parties

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

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

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

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

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Special Aircraft Attorneys for Debtors and Debtors in Possession

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

Attorneys for Debtors and Debtors in Possession

Schedule 1[1]

EXCESS EQUIPMENT

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Leasing (Ireland) Limited	Lessor: Waypoint Asset Company Number 1 (Ireland) Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff	Manufacturer: Sikorsky Model: S92A Serial Number: 920143	601 Moo 1 Tumbon Pakpoon, Nakhon Si Thammarat District, Nakhon Si Thammarat Province 80000, Thailand	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-E947638 GE-E947315	Date of the entry of this Order.

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Lender: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 Copy: J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com				

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 17 of 24

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com Export Import Bank of the United States Vice President – Transportation Division 811 Vermont Avenue, N.W. Washington D.C.20571 (T): (202)-565-3550 (F): (202)-565-3558 robert wray PLLC Geraldine R.S. Mataka 1150 Connecticut Avenue, NW Washington D.C. 20036 (T): (202)-349-5016 (F): (202)-293-7877				

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 18 of 24

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
2	CHC Helicopters (Barbados) SRL	Lessor: Waypoint Asset Co 3 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000 (F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy:	Manufacturer: Sikorsky Model: S92A Serial Number: 920231	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Scotland	Manufacturer: General Electric Model: CT7-8A Serial Nos.: GE-947747 GE-947750	Date of the entry of this Order.

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 19 of 24

590

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		TMF Management (Ireland) Limited John Hackett; Neasan Cavangh 53 Merrion Square, Dublin 2 Ireland (F): +353 1 614 6250 Email: john.hackett@tmf-group.com neasan.cavanagh@tmf-group.com Owner Trustee: Wells Fargo Bank Northwest NA CTS Lease Group 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Email: ctsleasegroup@wellsfargo.com Copy: Wells Fargo Bank Northwest, National Association Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA (T): +1 801 246 7142 Email: michael.arsenault@wellsfargo.com				
3	Heliworld Leasing Limited	Lessor: Waypoint Asset Co 6 Limited Robert D. Albergotti Ian T. Peck HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, Texas 75219 (T): 214-651-5000	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31042	CHC Scotia Ltd, CHC Hangar, Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Nos.: PCE-KB0367	Date of the entry of this Order.

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 20 of 24

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): 214-651-5940 Email: robert.albergotti@haynesboone.com ian.peck@haynesboone.com Harold S. Novikoff Emily D. Johnson WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019 (T): 212-403-1000 (F): 212-403-2000 Email: hsnovikoff@wlrk.com Email: edjohnson@wlrk.com Todd Kevin Wolynski Associate General Counsel, VP Legal WAYPOINT LEASING 19 Old King's Highway South Darien, CT 06820 (T): 516-662-5302 Email: twolynski@waypointleasing.com Copy: Export Development Canada Loan Portfolio Manager (Asset Management Transportation) 150 Slater, Ottawa, Ontario, K1A 1K3 Canada (F): +613 598 3186 J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800			PCE-KB0042	

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 21 of 24

592

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.com Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646 (F): (312) 609-5005 Email: dlipke@vedderprice.com Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderprice.com The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F) : 01242 233519 RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390 RBS Aerospace Limited				

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 22 of 24

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		Head of Operations IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230 Bank of Utah Joshua Eyre 200 E. South Temple, Suite 201 Salt Lake City, UT 84111 USA (F): +1 801 781 2775 Email: jeyre@bankofutah.com				

Case 16-31854-bjh11 Doc 1145 Filed 11/07/16 Entered 11/07/16 15:28:11 Page 23 of 24

594

Schedule 2[1]

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	920143	Sublease	CHC Leasing (Ireland) Limited	Heliworld Leasing Limited	Date of the entry of this Order.
2	920143	Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	Date of the entry of this Order.
3	920231	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited	Date of the entry of this Order.
4	31042	Sublease	Heliworld Leasing Limited	CHC Scotia Limited	Date of the entry of this Order.

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

This is Exhibit "F" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016

A Commissioner for Taking Affidavits
for British Columbia

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

597

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

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

Proposed Attorneys for Debtors and Debtors in Possession

Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836

Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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

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

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

DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO (i) ABANDON CERTAIN AIRCRAFT PURSUANT TO SECTION 554(a) OF THE BANKRUPTCY CODE, (ii) TRANSFER TITLE TO CERTAIN AIRCRAFT PURSUANT TO SECTION 363(b) OF THE BANKRUPTCY CODE AND (iii) REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

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

598

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 7, 2016 AT 9:00 A.M. IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242.

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

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

Relief Requested

1. The Debtors respectfully request that this Court enter an order, substantially in the form of **Exhibit B**, authorizing the Debtors (i) to abandon certain aircraft, engines and other related equipment that are owned by the Debtors and that the Debtors no longer need in the operation of their business identified on Schedule 1 attached hereto (collectively, the "**Excess Owned Equipment**") pursuant to section 554(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), (ii) to transfer title to such abandoned Excess Owned Equipment to mortgagees, security trustees or indenture trustees with security interests in such Excess Owned Equipment (the "**Secured Parties**") pursuant to section 363(b) of the Bankruptcy Code, and (iii) to reject certain equipment leases (the "**Leases**") and certain sublease agreements (the "**Subleases**"), each related to the Excess Owned Equipment and identified on Schedule 2 attached hereto, pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

Jurisdiction and Venue

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

Background

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

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

The Debtors' Businesses

5. The Debtors, together with their non-debtor affiliates (collectively, "**CHC**"), comprise a global commercial helicopter services company, primarily engaged in providing helicopter services to the offshore oil and gas industry. CHC also provides helicopter services for search and rescue and emergency medical services to various government agencies. In addition, CHC maintains the industry's largest independent helicopter maintenance, repair, and overhaul business (such business, an "**MRO**"), which services helicopter fleets for both CHC as well as third-party customers. CHC manages its domestic and overseas businesses from its headquarters in Irving, Texas and its sales force from an office in Houston, Texas. CHC maintains one of its primary engine overhaul facilities in Fort Collins, Colorado. Only certain

entities within CHC – primarily the issuers or guarantors of the Debtors' funded debt – are Debtors in these proceedings. CHC's other entities, including certain operating entities, are not debtors in these cases and are continuing to conduct their businesses in the ordinary course.

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

Basis for Relief

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

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

to affiliated operating entities. These leasing structures provide maximum regulatory and business flexibility.

9. The Debtors expect to reduce their fleet to approximately 75 productive aircraft by the end of calendar year 2017, with approximately 90 aircraft to be returned within sixty (60) days after the Petition Date. Since the Petition Date, the Debtors have filed motions to reject 87 helicopters. *See e.g., First Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 20] (the "**First Omnibus Rejection Motion**"), *Second Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 210] (the "**Second Omnibus Rejection Motion**") and *Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 250] (the "**Third Omnibus Rejection Motion**").

10. The Excess Owned Equipment is not necessary for the Debtors' continued operation or successful reorganization. In addition, the Debtors face significant storage costs in connection with the Excess Owned Equipment. Accordingly, the Debtors seek to eliminate the costs associated with retaining and storing such Excess Owned Equipment by the abandonment requested hereby.

11. The requested relief will (i) allow for immediate abandonment of the Excess Owned Equipment and eliminate unnecessary obligations of the Debtors; (ii) establish an orderly, efficient process for the surrender and return of the Excess Owned Equipment and related documentation; (iii) allow for the rejection of the Leases and Subleases related to the Excess Owned Equipment; and (iv) preserve the uninterrupted operation of the Debtors'

business. The requested relief will also ensure that the Secured Parties are provided title to the aircraft and other related equipment that are surrendered to them through the surrender and return process. The Debtors will continue to analyze the CHC Fleet and, as a result of this ongoing analysis, the Debtors may retire additional aircraft in the future.

The Excess Owned Equipment Is of No Benefit to the Debtors and Abandonment Should Be Approved By the Court

12. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors seek approval of the abandonment of the Excess Owned Equipment. Section 554(a) provides that a debtor in possession may abandon, subject to Court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Before authorizing abandonment of property, the bankruptcy court must find either: (i) the property is burdensome to the estate, or (ii) the property is both of inconsequential value and inconsequential benefit to the estate. *See, e.g., Midlantic Nat'l Bank v. N.J. Dep't of Envtl. Prot.*, 474 U.S. 494, 497 (1986), *reh'g denied*, 475 U.S. 1091 (1986); *In re Texaco, Inc.*, 90 B.R. 38, 44 (S.D.N.Y. 1988); *In re Crowthers McCall Pattern, Inc.*, 114 B.R. 877, 882 n.7 (Bankr. S.D.N.Y. 1990). The abandonment power of § 554 is unqualified on its face. *In re Commonwealth Oil Refining Co., Inc.*, 805 F.2d 1175, 1185 (5th Cir. 1986).

13. In this case, (a) the Excess Owned Equipment is not necessary for the Debtors ongoing business and is costly to maintain and (b) the liens against the Excess Owned Equipment exceed the value of such equipment to the Debtors' estates. Further, continued retention of the Excess Owned Equipment will impose material costs for storage, insurance and other expenses of the Debtors. Thus, it is clear that the Excess Owned Equipment is burdensome to the Debtors' estates and should be abandoned. Each abandonment is "as is, where is" and the Debtors specifically make neither representations nor warranties regarding the Excess Owned

Equipment. Abandonment of the Excess Owned Equipment is in the best interests of the Debtors' estates and reflects the exercise of the Debtors' sound business judgment.

Transfer of Title Should Be Approved by the Court

14. Pursuant to this Motion, the Debtors seek to effectuate transfers of title of the Excess Owned Equipment to the relevant Secured Parties. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

15. Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize the use of debtor's property if it is based upon the reasonable business judgment of the debtor. *See e.g Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.),* 780 F.2d 1223, 1226 (5th Cir. 1986) ("for the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir.1983)); *In re ASARCO, LLC,* 441 B.R. 813, 830 (Bankr. S.D. Tex. 2010); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *5 (Bankr. D. Del. Nov. 20, 2012); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

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

17. The Excess Owned Equipment is not necessary for the Debtors ongoing business, is burdensome for the debtors to maintain and store, and the liens against the Excess Owned Equipment exceed the value of the equipment to the estates. Under these circumstances, transfer of title to the relevant Secured Parties under section 363(b) of the Bankruptcy Code is appropriate and in the best interest of the Debtors' estates. Moreover, the process for transferring title of the Excess Owned Equipment in an efficient and timely manner will reduce the Secured Parties' potential claims.

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

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

19. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the "business judgment" standard. *See NLRB v. Bildisco & Bildisco,* 465 U.S. at 523; *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Minges*, 602 F.2d 38, 42 (2d Cir. 1979); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Roman Crest Fruit, Inc.*, 35 B.R. 939, 949 (S.D.N.Y. 1983). Courts defer to a debtor's business judgment in rejecting an unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment"); *In re Pilgrim's Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) (holding that, absent public policy necessitating a more stringent standard, business judgment standard applies to a rejection decision under § 365(a)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1307 (5th Cir. 1985) (applying business judgment standard to the determination of whether a rejection decision was proper under § 365).

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

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

22. As discussed above, the Excess Owned Equipment is not necessary for the Debtors' ongoing business, is a burden on the Debtors' estate to maintain and store, and the liens against the Excess Owned Equipment exceed the value of the equipment to the estates. In connection with the Debtors' requested abandonment of the Excess Owned Equipment, the Debtors will no longer need the Leases and Subleases as the Excess Owned Equipment will no

longer be in the CHC Fleet and the Debtors will have no ability to lease such Excess Owned Equipment to the lessees and sublessees under the Leases and Subleases.

Procedures

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

A. Provision of Records and Documents

24. Upon effectiveness of abandonment or as soon as reasonably practicable thereafter, the Debtors shall make available to the applicable Secured Parties records and documents relating to such Excess Owned Equipment that are readily available.

B. Return and Retrieval of Helicopters

25. The Debtors have provided information on the schedules and exhibits attached hereto that will assist the Secured Parties in retrieving the Excess Owned Equipment. Schedule 1 includes the following information: the identity of the Secured Parties known to the Debtors and the location and a description of the Excess Owned Equipment to be abandoned and for which title will be conveyed.

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

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

C. Debtors' Further Actions to Implement Approved Abandonments

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

Reservation of Rights

29. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' rights to dispute the amount of, basis for, or validity of any claim of any parties in interest to the Excess Owned Equipment, or (iii) a waiver of any claims or causes of action which may exist against any parties

in interest to the Excess Owned Equipment. The Debtors are in the process of reviewing these matters and reserve all of their rights under the Bankruptcy Code.

Notice

30. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) in the case of Excess Owned Equipment, each of the Secured Parties identified in Schedule 1 to the Motion; and (x) in the case of the Lease and Subleases, the parties thereto. Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

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

WHEREFORE, the Debtors respectfully request that the Court enter an order (a) authorizing the Debtors to abandon the Excess Owned Equipment as of the Effective Date, (b) authorizing the Debtors to transfer title to the Excess Owned Equipment to the Secured Parties, (c) authorizing the rejection of the Leases and the Subleases as of the Effective Date and (b) granting such other and further relief as this Court may deem just and proper.

Dated: New York, New York
June 8, 2016

By: */s/ Jasmine Ball*

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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

-and-

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

Proposed Attorneys for Debtors and Debtors in Possession

611

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

612

Index of Parties Listed in Schedules 1 and 2

Collateral Agent and Administrative Agent: Schedule 1	Rows
BNP Paribas S.A.	1-13
Holland & Knight LLP	1-13
Morgan Stanley Senior Lending, Inc.	1-13
Paul Hastings LLP	1-13

Notice Parties: Schedule 2	Rows
BHS - Brazilian Helicopter Services Taxi Aereo SA	21, 24, 27, 30
CHC Helikopter Service AS	4, 8, 10
CHC Scotia Limited	2, 6, 16, 18

Schedule 1

EXCESS OWNED EQUIPMENT

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
1	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2674	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	July 7, 2016

513

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
2	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2914	CHC Helikopter Service, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
3	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2949	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT, United Kingdom	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036			

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
4	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2986	CHC Helikopter Sevice, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon)			

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
5	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq.	Manufacturer: Airbus Helicopters Model: AS332L1 Serial Number: 9009	CHC Helikopter Service AS, Flyplassveien 8, 6517 Kristiansund, Norway	July 7, 2016

620

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
6	Collateral Agent: BNP Paribas S.A.	Manufacturer: AgustaWestland	CHC Global Operations, Fire Blade	July 7, 2016

129

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700	Model: AW139 Serial Number: 31072	Aviation, KO8 Denel Precinct, Atlas Road, Bonaero Park, 1619, Kempton Park, South Africa	

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
7	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin)	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31099	Luchthavenweg 18 (CHC / DHA hangar), Den Helder Airport, 1786 PP, Den Helder, The Netherlands	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	+33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894			

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
8	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq.	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31561	Gambling Close (Hangar 11) Norwich International Airport, NR6 6EG, Norwich, United Kingdom	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon)			

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
9	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019	Manufacturer: AgustaWestland Model: AW139 Serial Number: 31610	Heli-One (Poland) Sp. z o.o., Jasionka 947, 36-002 Jasionka, Poland	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
10	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich	Manufacturer: Sikorsky Model: S76C++	Av Antônio Carlos Junqueira de Moraes Nº 979 -Imburo Aeroporto. Macae- RJ - C.E.P 27970-000- Brazil	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com	Serial Number: 760625		

629

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
11	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com;	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760632	Av Antônio Carlos Junqueira de Moraes Nº 979 -Imburo Aeroporto. Macae- RJ - C.E.P 27970-000- Brazil	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy:			

531

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
12	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760636	PR-CHD (Av. Antonio Carlos Junqueira de Moraes nº 979 – Imburo Aeroporto – CEP 27970-000 – Macaé – RJ) Brazil	July 7, 2016

3,332

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850 Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			

633

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
13	Collateral Agent: BNP Paribas S.A. 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Brian J. Smith, Esq. Holland & Knight LLP 200 Crescent Court, Suite 1600 Dallas, Texas 75201 Email: brian.smith@hklaw.com Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Lynne B. Xerras, Esq. 10 St. James Avenue, Boston MA 02116 (T): (617) 523-2700 (F): (617) 523-6850	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760674	Av Antônio Carlos Junqueira de Moraes Nº 979 -Imburo Aeroporto. Macae- RJ - C.E.P 27970-000- Brazil	July 7, 2016

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Email: lynne.xerras@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			

Schedule 2[2]

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
1	2674	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
2	2674	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 7, 2016
3	2914	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
4	2914	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	July 7, 2016
5	2949	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016

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

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
6	2949	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 7, 2016
7	2986	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
8	2986	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	July 7, 2016
9	9009	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
10	9009	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	July 7, 2016
11	31072	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
12	31072	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations Canada (2008) ULC	July 7, 2016
13	31099	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
14	31099	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters Netherlands BV	July 7, 2016
15	31561	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
16	31561	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 7, 2016
17	31610	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
18	31610	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	July 7, 2016
19	760625	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
20	760625	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 7, 2016
21	760625	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 7, 2016
22	760632	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
23	760632	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 7, 2016
24	760632	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno,	July 7, 2016

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
				199, Suite 202, Rio de Janeiro, Brazil	
25	760636	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
26	760636	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 7, 2016
27	760636	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 7, 2016
28	760674	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	July 7, 2016
29	760674	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	July 7, 2016
30	760674	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	July 7, 2016

Exhibit B

Proposed Form of Order

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

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

ORDER AUTHORIZING THE DEBTORS TO (i) ABANDON CERTAIN AIRCRAFT PURSUANT TO SECTION 554(a) OF THE BANKRUPTCY CODE, (ii) TRANSFER TITLE TO CERTAIN AIRCRAFT PURSUANT TO SECTION 363(b) OF THE BANKRUPTCY CODE AND (iii) REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

Upon the motion dated June 8, 2016 (the "**Motion**")[3] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization to (i) abandon certain aircraft, engines and other related equipment that are owned by the Debtors and that the Debtors no longer need in the operation of their business identified on Schedule 1 to the Motion (collectively the "**Excess Owned Equipment**") pursuant to section 554(a) of Title 11 of the United States Code (the "**Bankruptcy Code**"), (ii) transfer title to such abandoned Excess Owned Equipment to mortgagees, security trustees or indenture trustees with security interests in such Excess Owned Equipment (the "**Secured Parties**") pursuant to section 363(b) of the Bankruptcy Code, and (iii) reject the leases (the "**Leases**") and subleases (the "**Subleases**") relating to certain Excess Owned Equipment identified on Schedule 2 to the Motion pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and upon consideration of the Declaration of

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

Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Owned Equipment, each of the Secured Parties identified in Schedule 1 to the Motion, and (x) in the case of the Leases and Subleases, the parties thereto; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court

with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

2. The Debtors' abandonment of the Excess Owned Equipment listed on Schedule 1 attached to the Motion is authorized and approved as of the Effective Date (as set forth next to each item of Excess Owned Equipment on Schedule 1 attached to the Motion) pursuant to section 554(a) of the Bankruptcy Code. The Excess Owned Equipment is hereby abandoned by the Debtors.

3. The Debtors are authorized to transfer title to such abandoned Excess Owned Equipment to the Secured Parties pursuant to section 363(b) of the Bankruptcy Code and such transfers are approved.

4. The Debtors are authorized to reject the Leases and Subleases, each related to the Excess Owned Equipment and identified on Schedule 2 attached to the Motion, pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Bankruptcy Rules and such rejection is approved as of the relevant Effective Date (as set forth next to each item of the Excess Owned Equipment on Schedule 2 to the Motion).

5. The Debtors shall, upon the effectiveness of abandonment or as soon as reasonably practicable after the Effective Date, make available to the applicable Secured Parties records and documents relating to such Excess Owned Equipment that are readily available.

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

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

8. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the abandonments, transfers of title, and rejections approved hereby.

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

END OF ORDER

Dated: New York, New York
June 8, 2016

By: */s/ Jasmine Ball*

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Proposed Special Aircraft Attorneys for Debtors and Debtors in Possession

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

-and-

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

Proposed Attorneys for Debtors and Debtors in Possession

This is Exhibit "G" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016

A Commissioner for Taking Affidavits
for British Columbia

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

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED 647
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed December 5, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

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

ORDER AUTHORIZING THE DEBTORS TO (i) ABANDON CERTAIN AIRCRAFT PURSUANT TO SECTION 554(a) OF THE BANKRUPTCY CODE, (ii) TRANSFER TITLE TO CERTAIN AIRCRAFT PURSUANT TO SECTION 363(b) OF THE BANKRUPTCY CODE AND (iii) REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

Upon the motion dated June 8, 2016 (the "**Motion**")[1] of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization to (i) abandon certain aircraft, engines and other related equipment that are owned by the Debtors and that the Debtors no longer need in the operation of their business identified on Schedule 1

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

to the Motion (collectively the "**Excess Owned Equipment**") pursuant to section 554(a) of Title 11 of the United States Code (the "**Bankruptcy Code**"), (ii) transfer title to such abandoned Excess Owned Equipment to mortgagees, security trustees or indenture trustees with security interests in such Excess Owned Equipment (the "**Secured Parties**") pursuant to section 363(b) of the Bankruptcy Code, and (iii) reject the leases (the "**Leases**") and subleases (the "**Subleases**") relating to certain Excess Owned Equipment identified on Schedule 2 to the Motion pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and upon consideration of the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) Holland & Knight LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Kenneth E.

Noble, Esq.), counsel to the Collateral Agent under the ABL Credit Agreement, (vii) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021, (viii) the Securities and Exchange Commission, (ix) the Internal Revenue Service, (x) in the case of Excess Owned Equipment, each of the Secured Parties identified in Schedule 1 to the Motion, and (xi) in the case of the Leases and Subleases, the parties thereto; and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

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

2. Abandonment. The Debtors' abandonment of the Excess Owned Equipment listed on Schedule 1 attached to this Order is authorized and approved as of the Effective Date (as set forth next to each item of Excess Owned Equipment on Schedule 1 attached to this Order) pursuant to section 554(a) of the Bankruptcy Code. The Excess Owned Equipment is hereby abandoned by the Debtors.

3. Transfer of Title. The Debtors are authorized to transfer title to such abandoned Excess Owned Equipment to the ABL Collateral Agent or its designee (the "Return Party), which

transfer shall be effective as of the date on which the Return Party takes possession of such Excess Owned Equipment as indicated in an executed delivery receipt for such Excess Owned Equipment and such transfers are approved. Upon reasonable request by the Return Party, the Debtors shall formalize the transfer of the abandoned Excess Owned Equipment to the Return Party by providing a bill of sale to the Return Party that provides for the transfer of the Debtor's right, title and interest in the abandoned Excess Owned Equipment free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Secured Parties).

4. Rejection of Leases and Subleases. The Debtors are authorized to reject the Leases and Subleases, each related to the Excess Owned Equipment and identified on Schedule 2 attached to this Order, pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Bankruptcy Rules and such rejection is approved as of the relevant Effective Date (as set forth next to each item of the Excess Owned Equipment on Schedule 2 to this Order).

5. Records and Documents. The Debtors shall, upon the Effective Date, or as soon thereafter as reasonably practicable, make available to the Return Party all records and documents relating to such Excess Owned Equipment that are in the Debtors' possession or control (whether hard copy or in electronic form). If such Excess Owned Equipment is Replacement Equipment (as defined below), the Debtors shall make available to the Return Party all records and documents that are in the Debtors' possession or control relating to such Replacement Equipment. If such records and documents are in the possession or control of the Debtors' non-debtor affiliates, the Debtors shall cause their non-debtor affiliates to make available such records and documents to the Return Party. If such records or documents are in the possession or control of third parties, the Debtors shall use commercially reasonable efforts to cause such third parties to make available such records and documents to the Return provided that the Return Party shall be solely responsible for all reasonable out-of-pocket costs

associated with such third-party records and documents requests. From and after the Effective Date, the Debtors shall respond reasonably promptly to reasonable inquiries from the Return Party regarding such records and documents related to the Excess Owned Equipment.

6. Lease Termination and Customs Documents. Upon written request from an affected Secured Party, the Debtors shall cause, and shall procure that their non-debtor affiliates cause, the execution of, or provision of, information required for (y) a lease termination document or other documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction, or any registry, in connection with such Excess Owned Equipment and (z) the customs status with available historical records and a copy of such import customs clearance, if applicable, provided that the affected Secured Party shall be solely responsible for all reasonable out-of-pocket costs associated with (a) such documentation and (b) the filing, if applicable, thereof with such relevant aviation authority or register.

7. Registration. Once the Return Party takes possession of the Excess Owned Equipment, such party or the authorized party under an IDERA or a power of attorney provided by the Debtors, if any, shall be permitted to request the cancellation, or transfer to the Return Party, of such helicopter's registration on an aviation authority's register, or other authority's register, provided that the Return Party shall be solely responsible for all reasonable out-of-pocket costs associated with such request or transfer.

8. Insurance, Storage and Maintenance. Unless otherwise mutually agreed to with the Return Party, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Owned Equipment until the earlier of (a) (y) with respect to Excess Owned Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after

the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to Excess Owned Equipment located in Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the forty-fifth (45th) day after the later of the date of entry of the Order and the relevant Effective Date and (b) the date on which the appropriate Return Party takes possession of such Excess Owned Equipment and (ii) thereafter, shall cease insuring and maintaining such Excess Owned Equipment; provided that upon request from the Return Party and agreement by the Return Party to pay all related out-of-pocket costs, the Debtors shall (A) continue the current insurance coverage and existing storage and related storage maintenance programs for Excess Owned Equipment not yet in the possession of the Return Party for up to forty-five (45) days beyond the date determined in accordance with clause (i)(a) of this paragraph (the "**Outside Pick-Up Date**") and (B) provide (without adversely affecting the Debtors' business operations) reasonable assistance to the Return Party to prepare the Excess Owned Equipment for return shipment to the Return Party by air freight or sea freight (where applicable), including through reasonable assistance provided by the Debtors local personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Owned Equipment.

9. Possession of Excess Owned Equipment. The Return Party shall take possession of the relevant Excess Owned Equipment at the locations provided on Schedule 1 to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Return Party has agreed to pay costs in accordance with the proviso to the immediately preceding paragraph, i.e., the Outside Pick-Up Date; provided that the Debtors and the Return Party may agree in writing that the Excess Owned Equipment will be surrendered at another location(s) or according to other procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to the Return Party reasonable access

to such Excess Owned Equipment. Unless otherwise agreed by the Debtors and the Return Party, the Return Party shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring the Excess Owned Equipment (and for other attendant risks) after the Outside Pick-Up Date (such costs, "**Subsequent Costs**"), and the Return Party shall not be entitled to assert an administrative expense claim for such Subsequent Costs. If the Return Party does not remove the Excess Owned Equipment by the Outside Pick-up Date or such other date set forth in the Agreed Arrangements, or otherwise contract with the Debtors or a third party for storage of the Excess Owned Equipment, the Debtors may file a motion to compel removal of the Excess Owned Equipment and/or payment to the Debtors of storage and other attendant related costs including without limitation all legal fees. For the avoidance of doubt, the Debtors shall not be required to insure or store Excess Owned Equipment after the Outside Pick-Up Date, unless mutually agreed upon by the Debtors and the Return Party.

10. Condition of Returned Excess Owned Equipment. Without affecting the Effective Date for any Excess Owned Equipment, the helicopters to be made available to the Secured Parties will include, at a minimum, two engines, and all gearboxes, blades, rotors and rotor assemblies appropriate for the model of such helicopter, with all such items being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Secured Parties) and, to the extent requested, providing a bill of sale for such to the Return Party, in each case, in accordance with the procedures set forth herein with respect to Replacement Equipment or Substitute Equipment; provided that, in certain circumstances, some of the Excess Owned Equipment may be made available at a location other than such locations set forth in Schedule 1 for such Excess Owned Equipment, in which case the Secured Parties (and other interested parties associated with such Excess Owned Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on

and after the Effective Date of such location and the equipment located at such other location If any of the Excess Owned Equipment was non-serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Owned Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority). During the period commencing on the date of this Order and ending at the time the Return Party takes possession of the Excess Owned Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove any of the Excess Owned Equipment (including any part or component thereof) except as expressly permitted by paragraphs 12 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Owned Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility that is free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Secured Parties).

11. Replacement Equipment. Subject to ordered paragraphs 12 through 14, if any engines (the "**Replacement Equipment**") installed on, or returned with, the Excess Owned Equipment are not the originally installed engines and are not owned by the Debtors, if requested by the Secured Parties, the relevant owner shall deliver, or cause to be delivered, to the Debtors a bill of sale for the Replacement Equipment, transferring such Replacement Equipment to the Debtors (or to a third party designated by the Debtors) free and clear of all liens, claims and encumbrances granted to or for the benefit of, or otherwise arising by or through, the owner (or the owner's lenders and finance parties under related aircraft financings). Thereafter, the Debtors shall formalize the transfer of the Debtors' right, title and interest in such Replacement Equipment to the Return Party free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or

through, the Secured Parties) by providing a bill of sale to the Return Party of such Replacement Equipment.

12. Encumbrances on Replacement Equipment. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not permitted under the relevant loan documents, at the Debtor's election: (i) such lien or mortgage shall be released from such Replacement Equipment and shall attach to substitute equipment designated by the Debtors and having a value and utility at least equal to the Replacement Equipment (the "**Substitute Equipment**"), (ii) the Debtors shall cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility that is free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Secured Parties); in the case of (iii), the Debtors may remove the Replacement Equipment from the affected Excess Owned Equipment.

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

14. Title to Replacement Equipment. If an owner of Replacement Equipment does not deliver title documents, or if a secured party with a lien on Original Equipment or Replacement

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

15. Additional Actions. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the abandonments, transfers of title, and rejections approved hereby.

16. Automatic Stay. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby vacated and modified as to any and all of the Debtors' estates to allow the parties, including, for the avoidance of doubt, the Secured Parties, to effectuate the provisions of this Order and to transfer, move and dispose of the abandoned Excess Owned Equipment, without further order of the Court, in accordance with applicable non-bankruptcy law and/or the ABL Credit Agreement.

17. Headings. Paragraph headings are for convenience of reference only and shall not affect the construction of this Order.

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

19. Retention of Jurisdiction. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Index of Parties Listed in Schedules 1 and 2

Collateral Agent and Administrative Agent: Schedule 1	Rows
BNP Paribas S.A.	1-5
Holland & Knight LLP	1-5
Morgan Stanley Senior Lending, Inc.	1-5
Paul Hastings LLP	1-5

Notice Parties: Schedule 2	Rows
BHS - Brazilian Helicopter Services Taxi Aereo SA	11
CHC Helikopter Service AS	4, 8
CHC Scotia Limited	2, 6

Schedule 1

EXCESS OWNED EQUIPMENT

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
1	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc.	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2674	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT United Kingdom	Date of entry of this Order

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP 75 East 55th Street, New York, NY 10022 Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq. (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
2	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2914	CHC Helikopter Service, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Date of entry of this Order

Case 16-31854-bjh11 Doc 1299 Filed 12/06/16 Entered 12/06/16 14:00:44 Page 13 of 21

959

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Copy: Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
3	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel	Manufacturer: Airbus Helicopters Model: EC225	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT, United Kingdom	Date of entry of this Order

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer)	Serial Number: 2949		

Case 16-31854-bjh11 Doc 1299 Filed 12/06/16 Entered 12/06/16 14:00:44 Page 15 of 21

361

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	(T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
4	Collateral Agent: BNP Paribas S.A. Noëlle Courtin Philippe Laude Axel Rohrlich Camille Brunel 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Kenneth E. Noble, Esq. Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson	Manufacturer: Airbus Helicopters Model: EC225 Serial Number: 2986	CHC Helikopter Sevice, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Date of entry of this Order

Case 16-31854-bjh11 Doc 1299 Filed 12/06/16 Entered 12/06/16 14:00:44 Page 16 of 21

662

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			
5	Collateral Agent: BNP Paribas S.A. 16, rue de Hanovre 75002 ACI: CAT04B1 France (F): +33 1 43 16 82 54 (T): +33 1 41 16 82 33 (Noëlle Courtin) +33 1 42 98 60 77 (Philippe Laude) Email: noelle.courtin@bnpparibas.com; philippe.laude@bnpparibas.com; axel.rohrlich@bnpparibas.com; camille.brunel@bnpparibas.com Copy: Kenneth E. Noble, Esq.	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760674	Av Antônio Carlos Junqueira de Moraes Nº 979 -Imburo Aeroporto. Macae- RJ - C.E.P 27970-000- Brazil	Date of entry of this Order

Case 16-31854-bjh11 Doc 1299 Filed 12/06/16 Entered 12/06/16 14:00:44 Page 17 of 21

663

Row	Collateral Agent and Administrative Agent	Helicopter Mfr., Model, Serial N.	Location of Helicopter	Effective Date of Abandonment
	Holland & Knight LLP 31 West 52nd Street, 12th Floor New York, NY 10019 (T): (212) 513-3574 Email: Kenneth.noble@hklaw.com Administrative Agent: Morgan Stanley Senior Lending, Inc. Attention: Lisa Hanson 1585 Broadway, New York, NY 10036 (F): (212) 507-0993 (T): (212) 761-6894 Email: Lisa.Hanson@morganstanley.com Copy: Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.) (F): 1(212) 230-5137 (Leslie Plaskon) 1(212) 230-7699 (Andrew V. Tenzer) (T): 1(212) 318-6421 (Leslie A. Plaskon) 1(212) 318-6099)Andrew V. Tenzer Email: leslieplaskon@paulhastings.com andrewtenzer@paulhastings.com			

Case 16-31854-bjh11 Doc 1299 Filed 12/06/16 Entered 12/06/16 14:00:44 Page 18 of 21

364

Schedule 2[2]

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
1	2674	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	Date of entry of this Order
2	2674	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this Order
3	2914	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	Date of entry of this Order
4	2914	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this Order
5	2949	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	Date of entry of this Order
6	2949	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF,	Date of entry of this Order

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

666

Row	Subleased Equipment (MSN)	Agreement	Lessor / Sublessor (Party)	Lessee / Sublessee (Party)	Effective Date of Abandonment
				England	
7	2986	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	Date of entry of this Order
8	2986	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this Order
9	760674	Head Lease	CHC Cayman ABL Borrower Ltd	CHC Helicopters (Barbados) SRL	Date of entry of this Order
10	760674	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this Order
11	760674	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Date of entry of this Order

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP
Jasmine Ball (*pro hac vice*)
Richard F. Hahn (*pro hac vice*)
919 Third Avenue
New York, New York 10022
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
Email: jball@debevoise.com
rfhahn@debevoise.com

Special Aircraft Attorneys for Debtors and Debtors in Possession

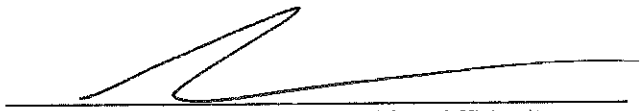
WEIL, GOTSHAL & MANGES LLP
Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
Email: stephen.youngman@weil.com

-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

Attorneys for Debtors and Debtors in Possession

This is Exhibit "H" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016



A Commissioner for Taking Affidavits
for British Columbia

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

Objection Deadline: November 21, 2016 at 4:00 p.m. (CT)
Hearing Date: November 29, 2016 at 9:00 a.m. (CT)

669

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

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

Attorneys for Debtors and Debtors in Possession

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

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

This Omnibus Motion seeks, in part, to assume certain unexpired leases of nonresidential real property. If you have received this Motion and are a counterparty to a lease or agreement with the Debtors, please review Exhibit 1 attached hereto, to determine if this Motion affects your lease or agreement and your rights thereunder.

DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING ASSUMPTION OF CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6006

A HEARING WILL BE CONDUCTED ON THIS MATTER ON NOVEMBER 29, 2016 AT 9:00 A.M. (CENTRAL TIME) IN COURTROOM #2, 14TH FLOOR OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., DALLAS, TEXAS 75242-1496.

1631854161028000000000010

670

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

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

Relief Requested

1. Pursuant to section 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors request authorization to assume certain unexpired nonresidential real property leases (the "**Assumed Real Property Leases**") listed on **Exhibit 1** (attached to the Motion).[2]

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

Jurisdiction and Venue

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

Background

4. On May 5, 2016 (the "**Petition Date**"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors are

[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] Although the Debtors have made every attempt to ensure that Exhibit 1 reflects a complete list of the Assumed Real Property Leases, certain Assumed Real Property Leases may have been inadvertently omitted. The Assumed Real Property Leases listed on Exhibit 1 may have expired or been modified, amended, or supplemented from time to time. The Debtors reserve the right to file a revised Exhibit 1 prior to the hearing on this Motion to the extent necessary. The Debtors further reserve the right to seek additional relief with respect to other leases not subject to this Motion.

authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Rule 1015-1 of the Local Rules.

6. On May 13, 2016, the United States Trustee for the Northern District of Texas appointed an Official Committee of Unsecured Creditors. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

The Debtors' Businesses

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

8. Additional information about the Debtors' businesses, capital structure and the circumstances leading to the commencement of these chapter 11 cases can be found in the *Declaration of Robert A. Del Genio in Support of the Debtors' Chapter 11 Petitions and*

Request for First Day Relief (the "**Del Genio Declaration**") [Docket No. 13], filed on the Petition Date.

Assumed Real Property Leases

9. The Debtors are party to numerous leases of nonresidential real property. In the ordinary course of business, the Debtors lease a number of facilities in connection with their ongoing business operations. These include certain buildings and warehouses related to the Debtors' maintenance, repair, and overall business, bases and office space at local airports to support the Debtors' helicopter services operations, and various corporate offices. The Assumed Real Property Leases subject to this Motion are necessary for the Debtors' continued operations.

Basis for Relief Requested

A. Assumption of the Assumed Real Property Leases Is in the Best Interests of the Debtors' Estates

10. Section 365 allows the debtor in possession to maximize the value of a debtor's estate by assuming executory contracts or unexpired leases that benefit the estate and by rejecting those that do not. *In re Nat'l Gypsum Co.*, 208 F.3d 498, 505 (5th Cir. 2000). A court should approve a decision to assume or reject an executory contract or unexpired lease pursuant to section 365 if based on a sound exercise of the debtor's business judgment. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *see also In re Wolflin Oil, L.L.C.*, 318 B.R. 392, 396 (Bankr. N.D. Tex. 2004) (same). Section 365 of the Bankruptcy Code provides as follows:

> (a) Except as provided in . . . subsections (b), (c), and (d) of this section, the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.
>
> (b)(1) If there has been a default in an executory contract or unexpired lease of the debt the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee:

> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . . ;
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
>
> (C) provides adequate assurance of future performance under such contract or lease.

See 11 U.S.C. §§ 365(a), (b)(1).

11. Assumption of the Assumed Real Property Leases represents a reasonable exercise of the Debtors' business judgment and will benefit the Debtors' estates. Use of commercial spaces such as those leased pursuant to the Assumed Real Property Leases is necessary to the continued operation of the Debtors' businesses. The Debtors are entitled under the Assumed Real Property Leases to access and use favorably located properties at competitive rates. The Debtors determined that only immaterial rental savings could be achieved by rejecting any one of the Assumed Real Property Leases and acquiring new property or obtaining a new lease in its place, particularly in light of the expenses the Debtors would incur in moving their equipment and fixtures to a new location, and in light of the potential claims for damages arising from the rejection of any of the Assumed Real Property Leases.

B. The Debtors Satisfy the Requirements Under Section 365(b), Including Cure and Adequate Assurance of Future Performance

12. Section 365(b)(1) of the Bankruptcy Code provides that if there has been a default under an executory contract or unexpired lease, other than a default as described in section 365(b)(2) of the Bankruptcy Code, a debtor may not assume such contract or lease unless the debtor (i) cures, or provides adequate assurance that it will promptly cure, the default (with the exception of certain defaults arising from the failure to perform nonmonetary obligations

under an unexpired lease of real property), (ii) compensates, or provides adequate assurance that it will promptly compensate, a non-debtor party to such contract or leases for any actual pecuniary loss to such party resulting from the default, and (iii) provides adequate assurance of future performance under such contract or lease. *See* 11 U.S.C. § 365(b)(1).

13. The words "adequate assurance of future performance" must be given a "practical, pragmatic construction" in light of the proposed assumption. *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *see also Texas Health Enterprises Inc. v. Lytle Nursing Home (In re Texas Health Enterprises Inc.)*, 72 Fed. Appx. 122, 126 (5th Cir. 2003) (same); *In re PRK Enterprises, Inc.*, 235 B.R. 597, 603 (Bankr. E.D. Tex. 1999) (same); *see also In re Vitanza*, Case No. 98-19611 (DWS) 1998 WL 808629, at *26 (Bankr. E.D. Pa. Nov. 13, 1998) ("The test is not one of guaranty but simply whether it appears that the rent will be paid and other lease obligations met.").

14. The Debtors submit that no prepetition obligations are owed with respect to the Assumed Real Property Leases. In addition, as required by section 365(d)(3) of the Bankruptcy Code, the Debtors have timely performed all of their postpetition obligations under each of the Assumed Real Property Leases. Accordingly, the Debtors assert that the cure amount due with respect to each Assumed Real Property Lease is $0. Moreover, the Debtors have demonstrated a willingness and ability to meet their Assumed Real Property Lease obligations during these chapter 11 cases as evidenced by the Debtors remaining current on all postpetition obligations under the Assumed Real Property Leases since the Petition Date. Consequently, the Debtors submit that no further showing of adequate assurance of future performance is necessary.

Notice

15. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion shall be given to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement; (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020; (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021; (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020; (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021; (x) the Board of Equalization, P.O. Box 942879,

Sacramento, CA 94279; (xi) the Securities and Exchange Commission; (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242; (xiii) the Internal Revenue Service; (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates; (xv) the counterparties under the Assumed Real Property Leases; and (xvi) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

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

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: October 28, 2016
Dallas, Texas

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

Stephen A. Youngman (22226600)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
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 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 1

ASSUMED REAL PROPERTY LEASES

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
1	2570	600 E. Las Colinas, Inc.	Heli-One (U.S.) Inc.	USA - Irving - 600 E Las Colinas - 13th Floor	$0.00	See Motion ¶14.
2	2532	72 May Holman Drive - Warehouse	Lloyd Helicopter Services Limited	Australia - Perth - 72 May Holman Drive - Warehouse	$0.00	See Motion ¶14.
3	1040	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Airport	$0.00	See Motion ¶14.
4	1039	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Airport	$0.00	See Motion ¶14.
5	1032	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Land Lease	$0.00	See Motion ¶14.
6	2764	ALPHA AVIATION INC.	Heli-One Canada ULC	Canada - Delta - Alpha Avaiation Heritage Hangar	$0.00	See Motion ¶14.
7	2765	ALPHA AVIATION INC.	Heli-One Canada ULC	Canada - Delta - Alpha Aviation Maintenance Units #3 and #6	$0.00	See Motion ¶14.
8	2557	Anthony Fokker Business Park CV	Heli-One (Netherlands) B.V.	Netherlands - Hoofddorp - Fokker 15, Oude Meer - Building	$0.00	See Motion ¶14.
9	1042	ASPEN MEDICAL PTY LTD	Lloyd Helicopter Services Limited	Australia - Karratha - Sub-Lease of Hangar to Aspen Medical	$0.00	See Motion ¶14.
10	2699	AV	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 182189)	$0.00	See Motion ¶14.
11	2696	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4685)	$0.00	See Motion ¶14.
12	2698	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4684)	$0.00	See Motion ¶14.
13	2697	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4686)	$0.00	See Motion ¶14.
14	2701	Avinor AS	Heli-One (Norway) AS	Norway - Floro - Avinor Contract Nr. 4687	$0.00	See Motion ¶14.
15	2525	BANKSTOWN AIRPORT LIMITED (ACN 093 058 637)	Lloyd Helicopter Services Limited	Australia - Bankstown - Airport Renewal PACKAGE - 3 Subleases, 1 License	$0.00	See Motion ¶14.
16	2253	BLUEWAY OFFSHORE NORGE AS	Heli-One (Norway) AS	Norway - Sola - Blueway Hangar	$0.00	See Motion ¶14.
17	1031	Bulyanhulu Gold Mine Ltd	CHC Global Operations Canada (2008) ULC	Tanzania - Dar Es Salaam - Hangar Lease	$0.00	See Motion ¶14.
18	2640	City of Bunbury	Lloyd Helicopter Services Limited	Australia - Bunbury Airport - MOU	$0.00	See Motion ¶14.
19	2778	City of Greater Geraldton	CHC Helicopter Australia Pty. Ltd	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
20	2778	City of Greater Geraldton	Lloyd Bass Strait Helicopters Pty. Ltd.	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.
21	2301	City of Greater Geraldton	Lloyd Helicopter Services Limited	Australia - Geraldton - Notice of Termination	$0.00	See Motion ¶14.
22	2778	City of Greater Geraldton	Lloyd Helicopter Services Pty. Ltd.	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.
23	2778	City of Greater Geraldton	Lloyd Helicopters International Pty. Ltd.	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.
24	2778	City of Greater Geraldton	Lloyd Helicopters Pty. Ltd.	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.
25	1048	Finbar Karratha	Lloyd Helicopter Services Limited	Australia - Karratha - Pelago West Apartments	$0.00	See Motion ¶14.
26	1046	FIRE & EMERGENCY SERVICES AUTHORITY	Lloyd Helicopter Services Limited	Australia - Jandakot Airport	$0.00	See Motion ¶14.
27	2782	Hakull Invest AS	Heli-One (Norway) AS	Norway - Sandnes - Heli-One Warehouse	$0.00	See Motion ¶14.
28	2556	IL. Hoofddorp Jggings Consortium C.V.	CHC Hoofddorp B.V.	Netherlands - Hoofddorp - South Point A, Scorpius 58-56 - Building	$0.00	See Motion ¶14.
29	1049	Imdex	Lloyd Helicopter Services Limited	Australia - West Perth - Rheola St Office Space	$0.00	See Motion ¶14.
30	1047	JANDAKOT INSTRUMENTS	Lloyd Helicopter Services Limited	Australia - Jandakot - Airport Sub-lease	$0.00	See Motion ¶14.
31	2576	Jax Nominees Pty Ltd	Lloyd Helicopter Services Limited	Australia - Malaga - Heli-One Warehouse	$0.00	See Motion ¶14.
32	2683	Jax Nominees Pty Ltd	Lloyd Helicopter Services Limited	Australia - Malaga - Heli-One Warehouse - Surrender of Lease	$0.00	See Motion ¶14.
33	1044	JAYROW HELICOPTERS	Lloyd Helicopter Services Limited	Australia - Karratha - Assignment & Variation of Lease	$0.00	See Motion ¶14.
34	1043	JAYROW HELICOPTERS	Lloyd Helicopter Services Limited	Australia - Karratha - Headlease	$0.00	See Motion ¶14.
35	2390	KCNJJ, LLC	Heli-One (U.S.) Inc.	USA - Fort Collins - 120 NE Frontage Road	$0.00	See Motion ¶14.
36	1033	La Base Aerienne de Cotonou	CHC Global Operations International ULC	Benin - Cotonou	$0.00	See Motion ¶14.
37	1035	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Annex B	$0.00	See Motion ¶14.

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
38	1037	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Annex B	$0.00	See Motion ¶14.
39	1036	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Duplex 1	$0.00	See Motion ¶14.
40	1038	LASO VIEW HOTEL	CHC Global Operations Canada (2008) ULC	Tanzania - Mtwara - Hotel Agreement	$0.00	See Motion ¶14.
41	1034	Montserrat Afang Ndo	CHC Global Operations International ULC	Equatorial Guinea - Bata - Hotel Agreement	$0.00	See Motion ¶14.
42	2906	Nutanix B.V.	CHC Hoofddorp B.V.	Netherlands - Hoofddorp - Sublease of CHC Hoofddorp Office to Nutanix	$0.00	See Motion ¶14.
43	2472	Preconco Ltd	CHC Helicopters (Barbados) SRL	Barbados - Accomodation Agreement - temporary housing	$0.00	See Motion ¶14.
44	2668	PRIMEWEST	CHC Helicopter Australia Pty. Ltd	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
45	2668	PRIMEWEST	Lloyd Bass Strait Helicopters Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
46	2668	PRIMEWEST	Lloyd Helicopter Services Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
47	2668	PRIMEWEST	Lloyd Helicopters International Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
48	2668	PRIMEWEST	Lloyd Helicopters Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
49	2547	Sackville Syndicate, 3 Wilfield Park, Sandymount, Dublin 4	CHC Leasing (Ireland) Limited	Ireland - Dublin - Boat House Lease	$0.00	See Motion ¶14.
50	1045	Sanlea	Lloyd Helicopter Services Limited	Australia -Karratha - Sanlea Sub-lease	$0.00	See Motion ¶14.
51	1030	TANZANIAN AIR SERVICE LTD	CHC Global Operations Canada (2008) ULC	Tanzania - Dar Es Salaam - Hangar	$0.00	See Motion ¶14.
52	2700	Torghatten ASA	Heli-One (Norway) AS	Norway - Bronnoysund - Torghatten ASA Agreement	$0.00	See Motion ¶14.
53	1041	Wellington Shire Council	Lloyd Helicopter Services Limited	Australia - Jandakot - Terminal Lease	$0.00	See Motion ¶14.

EXHIBIT B

Proposed Order

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

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

ORDER AUTHORIZING ASSUMPTION
OF CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES PURSUANT
TO SECTION 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6006

Upon the Motion, dated October 28, 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 section 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), authorizing the Debtors to assume certain unexpired nonresidential real

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

property leases (the "**Assumed Real Property Leases**"), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (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, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement; (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020; (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021; (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the

indenture trustee under the 9.250% Senior Secured Notes due 2020; (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021; (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279; (xi) the Securities and Exchange Commission; (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242; (xiii) the Internal Revenue Service; (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates; (xv) the counterparties under the Assumed Real Property Leases; and (xvi) 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 "**Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors are authorized to assume the Assumed Real Property Leases listed on Exhibit 1 (attached to the Motion).

3. Upon entry of this Order, the assumption of the Assumed Real Property Leases by the Debtors shall be effective as of the date hereof.

4. No defaults exist under the Assumed Real Property Leases and no payments will be required to be made by the Debtors to cure any defaults under section 365(b) of the Bankruptcy Code.

5. The Debtors have provided adequate assurance of future performance in connection with the assumption of the Assumed Real Property Leases.

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

7. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

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

END OF ORDER

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession

This is Exhibit "I" referred to in the Affidavit of Hoa Ung sworn before me at Vancouver, BC this 22nd day of December, 2016

A Commissioner for Taking Affidavits
for British Columbia

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

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
THE DATE OF ENTRY IS ON
THE COURT'S DOCKET
690

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

Signed December 5, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

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

ORDER AUTHORIZING ASSUMPTION OF CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6006

Upon the Motion, dated October 28, 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 section 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), authorizing the Debtors to assume certain unexpired nonresidential real

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

1631854161206000000000012

property leases (the "**Assumed Real Property Leases**"), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (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, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement; (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020; (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021; (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the

indenture trustee under the 9.250% Senior Secured Notes due 2020; (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021; (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279; (xi) the Securities and Exchange Commission; (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242; (xiii) the Internal Revenue Service; (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates; (xv) the counterparties under the Assumed Real Property Leases; and (xvi) 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 "**Hearing**"); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors are authorized to assume the Assumed Real Property Leases listed on Exhibit 1 (attached hereto).

3. Upon entry of this Order, the assumption of the Assumed Real Property Leases by the Debtors shall be effective as of the date hereof.

4. No defaults exist under the Assumed Real Property Leases and no payments will be required to be made by the Debtors to cure any defaults under section 365(b) of the Bankruptcy Code.

5. The Debtors have provided adequate assurance of future performance in connection with the assumption of the Assumed Real Property Leases.

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

7. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

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

END OF ORDER

EXHIBIT 1

ASSUMED REAL PROPERTY LEASES

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
1	2570	600 E. Las Colinas, Inc.	Heli-One (U.S.) Inc.	USA - Irving - 600 E Las Colinas - 13th Floor	$0.00	See Motion ¶14.
2	2532	72 May Holman Drive - Warehouse	Lloyd Helicopter Services Limited	Australia - Perth - 72 May Holman Drive - Warehouse	$0.00	See Motion ¶14.
3	1040	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Airport	$0.00	See Motion ¶14.
4	1039	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Airport	$0.00	See Motion ¶14.
5	1032	ADELAIDE AIRPORT LTD	Lloyd Helicopter Services Limited	Australia - Adelaide - Land Lease	$0.00	See Motion ¶14.
6	2764	ALPHA AVIATION INC.	Heli-One Canada ULC	Canada - Delta - Alpha Avaiation Heritage Hangar	$0.00	See Motion ¶14.
7	2765	ALPHA AVIATION INC.	Heli-One Canada ULC	Canada - Delta - Alpha Aviation Maintenance Units #3 and #6	$0.00	See Motion ¶14.
8	2557	Anthony Fokker Business Park CV	Heli-One (Netherlands) B.V.	Netherlands - Hoofddorp - Fokker 15, Oude Meer - Building	$0.00	See Motion ¶14.
9	2699	AV	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 182189)	$0.00	See Motion ¶14.
10	2696	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4685)	$0.00	See Motion ¶14.
11	2698	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4684)	$0.00	See Motion ¶14.
12	2697	Avinor AS	Heli-One (Norway) AS	Norway - Bergen - Avinor (Contr. 4686)	$0.00	See Motion ¶14.
13	2701	Avinor AS	Heli-One (Norway) AS	Norway - Floro - Avinor Contract Nr. 4687	$0.00	See Motion ¶14.
14	2525	BANKSTOWN AIRPORT LIMITED (ACN 093 058 637)	Lloyd Helicopter Services Limited	Australia - Bankstown - Airport Renewal PACKAGE - 3 Subleases, 1 License	$0.00	See Motion ¶14.
15	2640	City of Bunbury	Lloyd Helicopter Services Limited	Australia - Bunbury Airport - MOU	$0.00	See Motion ¶14.
16	2778	City of Greater Geraldton	CHC Helicopter Australia Pty. Ltd	Australia - Geraldton - Short Term Land	$0.00	See Motion ¶14.
17	1048	Finbar Karratha	Lloyd Helicopter Services Limited	Australia - Karratha - Pelago West Apartments	$0.00	See Motion ¶14.
18	1046	FIRE & EMERGENCY SERVICES AUTHORITY	Lloyd Helicopter Services Limited	Australia - Jandakot Airport	$0.00	See Motion ¶14.
19	2782	Hakull Invest AS	Heli-One (Norway) AS	Norway - Sandnes - Heli-One Warehouse	$0.00	See Motion ¶14.
20	2556	IL. Hoofddorp Jggings Consortium C.V.	CHC Hoofddorp B.V.	Netherlands - Hoofddorp - South Point A, Scorpius 58-56 - Building	$0.00	See Motion ¶14.

Case 16-31854-bjh11 Doc 1297 Filed 12/06/16 Entered 12/06/16 13:51:06 Page 6 of 9

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
21	1049	Imdex	Lloyd Helicopter Services Limited	Australia - West Perth - Rheola St Office Space	$0.00	See Motion ¶14.
22	1047	JANDAKOT INSTRUMENTS	Lloyd Helicopter Services Limited	Australia - Jandakot - Airport Sub-lease	$0.00	See Motion ¶14.
23	1044	JAYROW HELICOPTERS	Lloyd Helicopter Services Limited	Australia - Karratha - Assignment & Variation of Lease	$0.00	See Motion ¶14.
24	1043	JAYROW HELICOPTERS	Lloyd Helicopter Services Limited	Australia - Karratha - Headlease	$0.00	See Motion ¶14.
25	2390	KCNJJ, LLC	Heli-One (U.S.) Inc.	USA - Fort Collins - 120 NE Frontage Road	$0.00	See Motion ¶14.
26	1033	La Base Aerienne de Cotonou	CHC Global Operations International ULC	Benin - Cotonou	$0.00	See Motion ¶14.
27	1035	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Annex B	$0.00	See Motion ¶14.
28	1037	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Annex B	$0.00	See Motion ¶14.
29	1036	LAS PALMERAS	CHC Global Operations Canada (2008) ULC	Equatorial Guinea - Malabo - Hotel Agreement - Duplex 1	$0.00	See Motion ¶14.
30	1034	Montserrat Afang Ndo	CHC Global Operations International ULC	Equatorial Guinea - Bata - Hotel Agreement	$0.00	See Motion ¶14.
31	2906	Nutanix B.V.	CHC Hoofddorp B.V.	Netherlands - Hoofddorp - Sublease of CHC Hoofddorp Office to Nutanix	$0.00	See Motion ¶14.
32	2472	Preconco Ltd	CHC Helicopters (Barbados) SRL	Barbados - Accomodation Agreement - temporary housing	$0.00	See Motion ¶14.
33	2668	PRIMEWEST	CHC Helicopter Australia Pty. Ltd	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
34	2668	PRIMEWEST	Lloyd Bass Strait Helicopters Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
35	2668	PRIMEWEST	Lloyd Helicopter Services Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
36	2668	PRIMEWEST	Lloyd Helicopters International Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.
37	2668	PRIMEWEST	Lloyd Helicopters Pty. Ltd.	Australia - West Perth - IBM Building 3rd and 4th floor	$0.00	See Motion ¶14.

Case 16-31854-bjh11 Doc 1297 Filed 12/06/16 Entered 12/06/16 13:51:06 Page 7 of 9

Number	Contract ID	Lessor	Debtor Lessee	Lease Description	Proposed Cure Amount	Proposed Adequate Assurance of Future Performance
38	2700	Torghatten ASA	Heli-One (Norway) AS	Norway - Bronnoysund - Torghatten ASA Agreement	$0.00	See Motion ¶14.
39	1041	Wellington Shire Council	Lloyd Helicopter Services Limited	Australia - Jandakot - Terminal Lease	$0.00	See Motion ¶14.

Case 16-31854-bjh11 Doc 1297 Filed 12/06/16 Entered 12/06/16 13:51:06 Page 8 of 9

698

Respectfully Submitted,

WEIL, GOTSHAL & MANGES LLP

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

-and-

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

Attorneys for Debtors and Debtors in Possession