United States Bankruptcy Court for the Northern District of Texas

Claim #1035 Date Filed: 8/25/2016

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- ☐ 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)

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☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. **Who is the current creditor?**
   AE Helicopter (5) Limited
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☒ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   See attached Annex.
   Name
   _____
   Number Street
   _____
   City State ZIP Code
   _____
   Country
   Contact phone _____
   Contact email _____

   Where should payments to the creditor be sent? (if different)
   Waypoint Leasing, Attn: Todd Wolynski
   Name
   19 Old King's Highway South
   Number Street
   Darien CT 06820
   City State ZIP Code
   USA
   Country
   Contact phone _____
   Contact email twolynski@waypointleasing.com

4. **Does this claim amend one already filed?**
   ☒ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☒ No
   ☐ Yes. Who made the earlier filing? _____

16318891608250000000000008

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - [X] No
   - [ ] Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Annex. **Does this amount include interest or other charges?**
   - [ ] No
   - [X] Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Annex.

9. **Is all or part of the claim secured?**
   - [ ] No
   - [X] Yes. The claim is secured by a lien on property.

   Nature of property:
   - [ ] Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - [ ] Motor vehicle
   - [X] Other. Describe: See attached Annex.

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   Basis for perfection: See attached Annex.
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $ See attached Annex.
   Amount of the claim that is secured: $ See attached Annex.
   Amount of the claim that is unsecured: $ See attached Annex. (The sum of the secured and unsecured amount should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $ See attached Annex.

   Annual Interest Rate (when case was filed)_____%
   - [ ] Fixed
   - [ ] Variable

10. **Is this claim based on a lease?**
    - [ ] No
    - [X] Yes. **Amount necessary to cure any default as of the date of the petition.** $ See attached Annex.

11. **Is this claim subject to a right of setoff?**
    - [ ] No
    - [X] Yes. Identify the property: See attached Annex.

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. *Check all that apply:*

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____

☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____

☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies. $ See attached Annex.

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

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Executed on date 08/23/2016
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	Harold	S.	Novikoff
	First name	Middle name	Last name

Title: Attorney

Company: Wachtell, Lipton, Rosen & Katz
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 51 West 52nd Street
Number Street

New York	New York	10019	USA
City	State	ZIP Code	Country

Contact phone (212) 403-1000 Email hsnovikoff@wlrk.com

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August 24, 2016

By Federal Express

CHC Group Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245

Re: *In re CHC Group Ltd, et al.* (Bankr. N.D. Tex.)
Case No. 16-31854 (BJH)

To Whom It May Concern:

Enclosed for filing in the above-captioned case are fifteen (15) Proofs of Claim on behalf of the following Claimants:

- AE Helicopter (5) Limited
- AE Helicopter (6) Limited
- Leonardo Helicopter (1) LLC
- Leonardo Helicopter (2) LLC
- Leonardo Helicopter (3) LLC
- Leonardo Helicopter (4) LLC
- Leonardo Helicopter (5) LLC

- Leonardo Helicopter (6) LLC
- Leonardo Helicopter (7) LLC
- SE Helicopter (12) LLC
- Waypoint Asset Co. Number 1 (Ireland) Limited
- Waypoint Asset Co. Number 2 (Ireland) Limited
- Waypoint Asset Co. 3 Limited
- Waypoint Asset Co. 6 Limited
- Waypoint Asset Co. 8 Limited

Please acknowledge receipt by signing in the space provided on the enclosed duplicate copy of this letter and returning it to me in the enclosed self-addressed, postage-prepaid envelope. Should you have any questions, please contact me at (212) 403-1411. Thank you.

Sincerely,

Robinson C. Strauss
Lead Litigation Paralegal

RECEIPT ACKNOWLEDGED

_____ Date: _____

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)**

ANNEX TO PROOFS OF CLAIM OF:

AE HELICOPTER (5) LIMITED;
AE HELICOPTER (6) LIMITED;
LEONARDO HELICOPTER (1) LLC;
LEONARDO HELICOPTER (2) LLC;
LEONARDO HELICOPTER (3) LLC;
LEONARDO HELICOPTER (4) LLC;
LEONARDO HELICOPTER (5) LLC;
LEONARDO HELICOPTER (6) LLC;
LEONARDO HELICOPTER (7) LLC;
SE HELICOPTER (12) LLC;
WAYPOINT ASSET COMPANY NUMBER 1 (IRELAND) LIMITED;
WAYPOINT ASSET COMPANY NUMBER 2 (IRELAND) LIMITED;
WAYPOINT ASSET CO 3 LIMITED;
WAYPOINT ASSET CO 6 LIMITED; AND
WAYPOINT ASSET CO 8 LIMITED

(ALL OF THE FOREGOING CLAIMANTS, THE "CLAIMANTS")

1. **Names of Claimants**. This is the Annex (the "Annex") to the Proofs of Claim (the "Proofs of Claim")[1] submitted by the above-named Claimants, each having an address as set forth on Exhibit A, against debtor CHC Group Ltd. ("CHC") and the other debtors with which it is being jointly administered (collectively with CHC, the "Debtors"). This Annex

[1] Although the Claimants have defined this as a Proof of Claim, it is actually a partially secured claim due to the assignments of sub-lessees, the security deposits held, and the other accounts and/or collateral held to secure the obligations owed by the Debtors as described herein.

is part of and incorporated in each Proof of Claim. In accordance with the *Stipulation and Agreed Order Regarding Proofs of Claim* entered by this Court (as defined below) on August 22, 2016 (the "Proof of Claim Stipulation"), the Proof of Claim to which this Annex is attached is filed on behalf of the Claimant identified on the first page of the Proof of Claim (and any owners, trustees, beneficiaries or other entities having an interest in, to or under the relevant Transaction Documents referred to below) against the Debtor identified on the first page of the Proof of Claim and each and every other Debtor that is liable to such Claimant (and such owners, trustees, beneficiaries and other entities), all as more fully set forth herein and in such Stipulation and Agreed Order. Each Claimant has claims against some or all of the Debtors for damages arising out of and relating to (a) the rejection and/or breach of helicopter leases to which such Claimant is a party or has an economic interest listed on Exhibit B hereto (collectively, the "Leases"), and (b) the breach of all related transaction documents, including related guarantees and security documents (the transaction documents related to each Lease are sometimes referred to herein collectively with such Lease as the "Transaction Documents" for the related helicopter).[2] The helicopters to which such Transaction Documents relate are identified herein by Manufacturer Serial Number ("MSN"). The signatory of each Proof of Claim is authorized to make such claim on behalf of the Claimant named therein.

2. **Basis for Claims**. On May 5, 2016 (the "Petition Date"), the Debtors filed with the United States Bankruptcy Court for the Northern District of Texas (the "Court") their petitions for relief under Chapter 11 of Title 11 of the U.S. Code (the "Bankruptcy Code").

[2] For the avoidance of doubt, the Transaction Documents with respect to each helicopter include the lease listed in Exhibit B for such helicopter together with all "Transaction Documents", "Guarantees", "Security Documents" and "Operative Documents", as applicable, defined in such lease. In instances in which Claimant is not the direct party to a lease, it has been authorized by the lessor to file this proof of claim on behalf of Claimant and such lessor.

On and prior to the Petition Date, certain of the Debtors and the Claimants (or entities that acted on behalf of the Claimants) were parties to the Transaction Documents for 44 helicopters, which give rise to the claims set forth in the Proofs of Claim as further described below (the "Claims"). The Court has entered orders (the "Rejection Orders")[3] granting in part the Debtors' First and Second Omnibus Motions to Reject Certain Equipment Leases and Subleases (the "First and Second Motions") pursuant to Section 365 of the Bankruptcy Code. The Rejection Orders effectuate the rejection of 11 of the Leases. In addition, the First and Second Motions seek authority to reject five additional Leases, but such Motions have been adjourned with respect to those Leases to a date after the bar date established for the filing of proofs of claim against the Debtors.[4] The Debtors have filed an additional Motion seeking authority to reject one additional Lease, and the hearing for that Motion is also after the bar date.[5] The Debtors have also failed to pay rent owing under the Leases and have failed to perform or comply with their obligations under the Transactions Documents, all as described more fully below. As a consequence of the foregoing, the Claimants have Rejection Claims, Unpaid Rent Claims and Other Claims, each as defined below.

---

[3] *See Order Granting Debtors' First Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Dkt. No. 428], and *Order Granting Debtors' Second Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Dkt. No. 427].

[4] *See Notice of Adjournment of Hearing to Consider Debtors' Second Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code Solely with respect to the Equipment set forth on Exhibit B hereto* [Dkt. No. 710]. If rejection is authorized with respect to the six Leases for which rejection motions are currently pending or any of the other Leases that have not heretofore been rejected, the Claimants will have additional Rejection Claims.

[5] *See Debtors' Motion for Entry of an Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases related to the Helicopter with Manufacturer Serial Number 760706 Pursuant to Section 365 of the Bankruptcy Code.*

(i) Rejection Claims – As a result of the rejection of 11 Leases pursuant to the Rejection Orders and the failure of the Debtors to comply with the contractual requirements of the respective Transaction Documents (including, without limitation, with respect to the payment of rent and the return of the relevant leased helicopters), the Claimants have incurred and will continue to incur costs, fees, expenses, losses, liabilities and other damages resulting in Rejection Claims (as defined below). These Rejection Claims relate to, among other things: (a) lost rental payments for periods following the date of rejection ("Rent-Based Rejection Claims"); (b) storage of the helicopters, including where relevant costs related to procurement of heli-cells ("Storage Claims"); (c) maintaining proper hull and liability insurance on the helicopters ("Insurance Claims"); (d) repossession of the helicopters ("Repossession Claims"); (e) relocation of the helicopters, including exportation and importation costs ("Relocation Claims"); (f) maintenance or termination of importation status of the helicopters, including any fees, taxes, duties or other charges resulting from the relevant Debtor's failure to properly maintain any importation status ("Status Claims"); (g) reinstatement of the helicopters and their parts and components to the level of life and service specified by the relevant Transaction Documents for returned leased property, as calculated in accordance with the betterment/detriment calculation contained in such Transaction Documents ("Service Level Claims"); and (h) reinstatement of the helicopters (including, without limitation, the replacement of missing parts, but without duplication of any of the claims described in clauses (a) through (g) immediately above) to the completeness, airworthiness, condition, location and status specified by the Transaction Documents for the return of leased property (the "Other Return Condition Claims"). The Rent-Based Rejection Claims, Storage Claims, Insurance Claims, Repossession Claims, Relocation Claims, Status

Claims, Service Level Claims and Other Return Condition Claims are collectively referred to as the "Rejection Claims".

The amounts of the Service Level Claims are set forth in Exhibit C attached hereto. A summary description of the condition in which each of the 11 helicopters covered by rejected Leases has been made available by the Debtors to the Claimants is set forth in the Redelivery Reports attached as Exhibit D.[6] Exhibit D thus identifies grounds for numerous Other Return Condition Claims, but without prejudice to the identification of additional grounds. The amounts of the Rent-Based Rejection Claims are set forth in Exhibit E under the heading "11 Rejected Aircraft – Rental Arrearages" in the column titled "July 1 to Expiry". The Service Level Claims and the Rent-Based Rejection Claims are liquidated in the respective amounts set forth in Exhibit C and Exhibit E, subject to amendment or supplement as the facts may warrant. The other Rejection Claims are currently unliquidated, and the Claimants are currently working to liquidate the amounts of such other Rejection Claims.

(ii) Unpaid Rent Claims – The Claimants have incurred and will continue to incur costs, fees, expenses, losses, liabilities and other damages relating to the Debtors' failure to pay rent, including pre-petition and post-petition rental arrearages on Leases that have been rejected and Leases that have not been rejected, resulting in unpaid rent claims ("Unpaid Rent Claims"). The Claimants have set forth the amount of the Unpaid Rent Claims for pre-petition and post-petition periods, respectively, in Exhibit E under the heading "11 Rejected Aircraft – Rental Arrearages" in the columns titled "Up to and including May 4" and "May 5 to June 30" and under the heading "33 Non-Rejected Aircraft – Rental Arrearages" in the columns titled "Up

[6] Exhibit D is attached to the Proof of Claim filed by Waypoint Asset Company Number 1 (Ireland) Limited against the Debtors, but has been omitted from the other Proofs of Claim to reduce voluminous duplicative filings.

to and including May 4" and "Post May 4". With respect to the 33 Non-Rejected Aircraft, the amounts shown in Exhibit E give effect to the post-petition payment (both actual and anticipated) by the Debtors of rent due under the respective Transaction Documents on payment dates on and after July 5, 2016. The Claimants reserve the right to amend or supplement this Proof of Claim to assert additional claims if all or any portion of an anticipated payment is not actually received.

(iii) Other Claims – In addition to the Rejection Claims and the Unpaid Rent Claims, the Claimants have incurred and will continue to incur costs, fees, expenses, losses, liabilities and other damages as a result of breaches by the Debtors under the Transaction Documents resulting in Other Claims. These Other Claims relate to, among other things: (a) pre-petition and post-petition costs, fees, expenses and indemnification obligations, including transaction and legal fees and expenses, payable under the Transaction Documents, other applicable agreements or applicable law ("Fee Claims"); (b) interest and similar charges, including overdue or default interest, payable in accordance with the Transaction Documents, other applicable agreements or applicable law ("Interest Claims"); (c) increases to Claim amounts stated in this Annex, including without limitation any unpaid rent for periods after August 15, 2016 ("Increased Claims"); (d) contingent Claims not currently liquidated, including, but not limited to, contingent Claims of the Claimants arising from unresolved disputes relating to collateral and other matters ("Contingent Claims"); (e) out-of-pocket expenses and transaction costs incurred by or on behalf of Claimants in connection with the exercise of default remedies, enforcement of rights and the liquidation of collateral, in each case payable under the Transaction Documents, other applicable agreements or applicable law ("Remedies Claims"); and (f) rejection of Leases after the date of this Proof of Claim ("Additional Rejection Claims").

The Fee Claims, Interest Claims, Increased Claims, Contingent Claims, Remedies Claims and Additional Rejection Claims are together referred to as the "Other Claims".

Each Claimant asserts all rights, entitlements, claims and remedies with respect to all Claims as a matter of general law, equity or otherwise, and reserves the right to assert any and all rights, entitlements, claims and remedies as a creditor for such Claims. Each Claimant, on behalf of itself and its affiliates and other indemnified parties (such as trustees and lenders), also asserts a Claim against the Debtors for all amounts owed to the Claimant, its affiliates and/or other indemnified parties by the Debtors that are not yet absolutely due or owing or are otherwise contingent or unliquidated, including any amount that may be due to the Claimant and/or its affiliates from the Debtors in respect of representations, warranties, reimbursement obligations, agreements, covenants or indemnities made by the Debtors or implied at law or in equity.

Claims Against Debtor Heliworld Leasing Limited as Lessee

Each of the Claimants set forth below has the following Claims against Heliworld Leasing Limited arising under the Transaction Documents to which it is a party.

a. MSN 31319 – AE Helicopter (5) Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

b. MSN 31320 – AE Helicopter (6) Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

c. MSN 31042 – Waypoint Asset Co 6 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

d. MSN 31046 – Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

e. MSN 920152 – Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

f. MSN 920153 – Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

g. MSN 31387 – Leonardo Helicopter (1) LLC has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

h. MSN 31406 – Leonardo Helicopter (2) LLC has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

i. MSN 31407 – Leonardo Helicopter (3) LLC has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor CHC Helicopters (Barbados) Limited as Lessee

Each of the Claimants set forth below has the following Claims against CHC Helicopters (Barbados) Limited arising under the Transaction Documents to which it is a party.

a. MSN 920119 – Waypoint Asset Co 6 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

b. MSN 31414 – Leonardo Helicopter (4) LLC has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

c. MSN 31418 – Leonardo Helicopter (5) LLC has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

d. MSN 31458 – Leonardo Helicopter (7) LLC has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

e. MSN 31444 – Leonardo Helicopter (6) LLC has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

f. MSN 920117 – Waypoint Asset Co 6 Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor Heli-One Leasing ULC as Lessee

Each of the Claimants set forth below has the following Claims against Heli-One Leasing ULC arising under the Transaction Documents to which it is a party.

a. MSN 760765 – Waypoint Asset Co 8 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

b. MSN 760764 – Waypoint Asset Co 6 Limited has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

c. MSN 920113 – Waypoint Asset Co 6 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

d. MSN 920112 – Waypoint Asset Co 8 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

e. MSN 920110 – Waypoint Asset Co 3 Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

f. MSN 920095 – Waypoint Asset Co 8 Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor CHC Helicopters (Barbados) SRL as Lessee

Each of the Claimants set forth below has the following Claims against CHC Helicopters (Barbados) SRL arising under the Transaction Documents to which it is a party.

a. MSN 41005 – Waypoint Asset Co 3 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set

forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

b. MSN 31141 – Waypoint Asset Co 3 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

c. MSN 760651 – Waypoint Asset Co 3 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

d. MSN 760734 – Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

e. MSN 41210 – Waypoint Asset Co 3 Limited as Beneficial Owner has (i) liquidated and unliquidated Rejection Claims, including (x) Rent-Based Rejection Claims as set forth in Exhibit E, (y) Service Level Claims as set forth in Exhibit C and (z) unliquidated Other Return Condition Claims as set forth in Exhibit D, (ii) Unpaid Rent Claims as set forth in Exhibit E and (iii) unliquidated Other Claims.

f. MSN 31255 – Waypoint Asset Co 3 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

g. MSN 31295 – Waypoint Asset Co 6 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

h. MSN 31308 – Waypoint Asset Co 6 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

i. MSN 31498 – Waypoint Asset Co 3 Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

j. MSN 760706 – Waypoint Asset Company Number 2 (Ireland) Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

k. MSN 920047 – Waypoint Asset Company Number 2 (Ireland) Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

l. MSN 31203 – Waypoint Asset Co 8 Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

m. MSN 31492 – Waypoint Asset Co 3 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

n. MSN 920024 – Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

o. MSN 920030 – Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

p. MSN 920125 – Waypoint Asset Co 3 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

q. MSN 920231 – Waypoint Asset Co 3 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

r. MSN 31431 – Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor CHC Leasing (Ireland) Limited as Lessee

Each of the Claimants set forth below has the following Claims against CHC Leasing (Ireland) Limited arising under the Transaction Documents to which it is a party.

a. MSN 920141 – Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

b. MSN 920150 – SE Helicopter (12) LLC has [Unpaid Rent Claims as set forth in Exhibit E and] unliquidated Other Claims.

c. MSN 920143 – Waypoint Asset Company Number 1 (Ireland) Limited has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor Capital Aviation Services B.V. as Lessee

The Claimant set forth below has the following Claims against Capital Aviation Services B.V. arising under the Transaction Documents to which it is a party.

a. MSN 31041 – Waypoint Asset Co 8 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor Heli-One Canada ULC as Lessee

The Claimant set forth below has the following Claims against Heli-One Canada ULC arising under the Transaction Documents to which it is a party.

a. MSN 920022 – Waypoint Asset Co 3 Limited as Beneficial Owner has Unpaid Rent Claims as set forth in Exhibit E and unliquidated Other Claims.

Claims Against Debtor 692276 Holding SARL as Guarantor

Each of the Claimants set forth below has the Claims set forth above against 692276 Holding SARL arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
31041	Waypoint Asset Co 8 Limited as Beneficial Owner
31042	Waypoint Asset Co 6 Limited as Beneficial Owner
31046	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
31141	Waypoint Asset Co 3 Limited as Beneficial Owner
31203	Waypoint Asset Co 8 Limited
31255	Waypoint Asset Co 3 Limited as Beneficial Owner
31295	Waypoint Asset Co 6 Limited as Beneficial Owner
31308	Waypoint Asset Co 6 Limited as Beneficial Owner
31319	AE Helicopter (5) Limited
31320	AE Helicopter (6) Limited
31387	Leonardo Helicopter (1) LLC
31406	Leonardo Helicopter (2) LLC
31407	Leonardo Helicopter (3) LLC
31414	Leonardo Helicopter (4) LLC
31418	Leonardo Helicopter (5) LLC

MSN	Claimant
31431	Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner
31444	Leonardo Helicopter (6) LLC
31458	Leonardo Helicopter (7) LLC
31492	Waypoint Asset Co 3 Limited as Beneficial Owner
31498	Waypoint Asset Co 3 Limited
41005	Waypoint Asset Co 3 Limited as Beneficial Owner
41210	Waypoint Asset Co 3 Limited as Beneficial Owner
760651	Waypoint Asset Co 3 Limited as Beneficial Owner
760706	Waypoint Asset Company Number 2 (Ireland) Limited
760734	Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner
760764	Waypoint Asset Co 6 Limited
760765	Waypoint Asset Co 8 Limited as Beneficial Owner
920022	Waypoint Asset Co 3 Limited as Beneficial Owner
920024	Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner
920030	Waypoint Asset Company Number 2 (Ireland) Limited as Beneficial Owner
920047	Waypoint Asset Company Number 2 (Ireland) Limited
920095	Waypoint Asset Co 8 Limited
920110	Waypoint Asset Co 3 Limited
920112	Waypoint Asset Co 8 Limited as Beneficial Owner
920113	Waypoint Asset Co 6 Limited as Beneficial Owner
920117	Waypoint Asset Co 6 Limited

MSN	Claimant
920119	Waypoint Asset Co 6 Limited as Beneficial Owner
920125	Waypoint Asset Co 3 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC
920152	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920231	Waypoint Asset Co 3 Limited as Beneficial Owner

Claims Against Debtor CHC Helicopter S.A. as Guarantor

Each of the Claimants set forth below has the Claims set forth above against CHC Helicopter S.A. arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
31041	Waypoint Asset Co 8 Limited as Beneficial Owner
31042	Waypoint Asset Co 6 Limited as Beneficial Owner
31046	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
31141	Waypoint Asset Co 3 Limited as Beneficial Owner
31255	Waypoint Asset Co 3 Limited as Beneficial Owner
31295	Waypoint Asset Co 6 Limited as Beneficial Owner
31308	Waypoint Asset Co 6 Limited as Beneficial Owner
31319	AE Helicopter (5) Limited

MSN	Claimant
31320	AE Helicopter (6) Limited
31387	Leonardo Helicopter (1) LLC
31406	Leonardo Helicopter (2) LLC
31407	Leonardo Helicopter (3) LLC
31414	Leonardo Helicopter (4) LLC
31418	Leonardo Helicopter (5) LLC
31444	Leonardo Helicopter (6) LLC
31458	Leonardo Helicopter (7) LLC
41005	Waypoint Asset Co 3 Limited as Beneficial Owner
41210	Waypoint Asset Co 3 Limited as Beneficial Owner
760764	Waypoint Asset Co 6 Limited
760765	Waypoint Asset Co 8 Limited as Beneficial Owner
920095	Waypoint Asset Co 8 Limited
920110	Waypoint Asset Co 3 Limited
920112	Waypoint Asset Co 8 Limited as Beneficial Owner
920113	Waypoint Asset Co 6 Limited as Beneficial Owner
920117	Waypoint Asset Co 6 Limited
920119	Waypoint Asset Co 6 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC
920152	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

MSN	Claimant
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

Claims Against Debtor CHC Helicopter Australia Pty Ltd as Guarantor

Each of the Claimants set forth below has the Claims set forth above against CHC Helicopter Australia Pty Ltd arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
760764	Waypoint Asset Co 6 Limited
760765	Waypoint Asset Co 8 Limited as Beneficial Owner
920095	Waypoint Asset Co 8 Limited
920110	Waypoint Asset Co 3 Limited
920112	Waypoint Asset Co 8 Limited as Beneficial Owner
920113	Waypoint Asset Co 6 Limited as Beneficial Owner
920117	Waypoint Asset Co 6 Limited
920119	Waypoint Asset Co 6 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC
920152	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

Claims Against Debtor Heliworld Leasing Limited as Guarantor

Each of the Claimants set forth below has the Claims set forth above against Heliworld Leasing Limited arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
760764	Waypoint Asset Co 6 Limited
760765	Waypoint Asset Co 8 Limited as Beneficial Owner
920095	Waypoint Asset Co 8 Limited
920110	Waypoint Asset Co 3 Limited
920112	Waypoint Asset Co 8 Limited as Beneficial Owner
920113	Waypoint Asset Co 6 Limited as Beneficial Owner
920117	Waypoint Asset Co 6 Limited
920119	Waypoint Asset Co 6 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC

Claims Against Debtor CHC Helicopters (Barbados) Limited as Guarantor

Each of the Claimants set forth below has the Claims set forth above against CHC Helicopters (Barbados) Limited arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
760764	Waypoint Asset Co 6 Limited

MSN	Claimant
760765	Waypoint Asset Co 8 Limited as Beneficial Owner
920095	Waypoint Asset Co 8 Limited
920113	Waypoint Asset Co 6 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC
920152	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

Claims Against Debtor Heli-One Leasing ULC as Guarantor

Each of the Claimants set forth below has the Claims set forth above Heli-One Leasing ULC arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
920117	Waypoint Asset Co 6 Limited
920119	Waypoint Asset Co 6 Limited as Beneficial Owner
920141	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920143	Waypoint Asset Company Number 1 (Ireland) Limited
920150	SE Helicopter (12) LLC
920152	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

Claims Against Debtor CHC Leasing (Ireland) Limited as Guarantor

Each of the Claimants set forth below has the Claims set forth above CHC Leasing (Ireland) Limited arising under its guarantee of the relevant Transaction Documents.

MSN	Claimant
920153	Waypoint Asset Company Number 1 (Ireland) Limited as Beneficial Owner

3. **Claims on Behalf of Certain Other Indemnified Parties and Lenders under Transaction Documents**. As contemplated under the Proof of Claim Stipulation, to streamline and make the proof of claim process more efficient, the Claimants may assert this Proof of Claim on behalf of all entities that are entitled to assert claims against the Debtors under the applicable Transaction Documents, including, without limitation, (a) the so-called "Indemnitees", "Indemnified Persons" or similar defined terms under the applicable Transaction Documents, (b) the beneficiaries of guaranties of the Debtors under agreements in which any of the Claimants are a party or beneficiary and/or (c) parties who are owed fees and/or compensation by the Debtors (*i.e.*, the fees and compensations of owner trustees, security trustees and others). As contemplated under the Proof of Claim Stipulation, the Claimants hereby assert the claims on behalf of all such parties to the extent provided under the applicable Transaction Documents.

Without limiting the foregoing and the broad application to all indemnities, and as a courtesy to Export-Import Bank of the United States and Export Development Canada (who have requested this additional paragraph), along with Wilmington Trust Company, as their security trustee, the foregoing applies to the claims held by each such party under the

Transaction Documents with respect to the Sikorsky Model S-92A helicopter bearing MSN 920150, under which, pursuant to that certain Security Trust Agreement and Participation Agreement, each dated December 20, 2011 and each relating to the MSN 920150 transaction, the Debtors party thereto are obligated to Export-Import Bank of the United States, Export Development Canada and Wilmington Trust Company, as security trustee, in accordance with the terms thereof and of the related Transaction Documents, which claims are currently unliquidated and/or cannot be estimated at this time.

4. **Distributions To Be Made To Claimants And/Or Other Entities In Accordance With Transaction Documents**. The Claimants hereby request that distributions in respect of this Proof of Claim be made to the applicable Claimants and/or other parties in accordance with the terms of the applicable Transaction Documents relating to any particular lease and/or financing transaction.

5. **Secured Claim; Collateral and Property Held in Trust**. The Claims asserted under this Proof of Claim are secured to the extent set forth in the Transaction Documents and to the extent of the value of the collateral securing such Claim, including without limitation by (a) subleases and payments made under such subleases in respect of which the Claimants have been granted liens, security interests or similar charges pursuant to the Transaction Documents, (b) security deposits shown on Exhibit E, and (c) collateral, concentration, lockbox and other accounts established pursuant to the Transaction Documents. Certain Claimants are the beneficiaries of or secured with respect to funds held in trust pursuant to the Transaction Documents with respect to MSN 31444 and other helicopters through cross-collateralization provisions and otherwise (approximately $5,077,141.36) and MSN 920150 and

other helicopters through cross-collateralization provisions and otherwise (approximately $8.25 million).

6. **Amount of Claim Entitled to Priority**. Each Claim is entitled to priority as an administrative expense to the extent it arose on or after the Petition Date or otherwise relates to periods on and after the Petition Date, including without limitation (a) all Rejection Claims arising from or related to the post-petition use of property leased pursuant to rejected Leases, and (b) all Unpaid Rent Claims attributable to periods on and after the Petition Date. To the extent that a Claim is not a secured claim or an administrative expense, it is a general unsecured claim, without prejudice to any and all of the rights of each Claimant (i) under Section 1111(b) of the Bankruptcy Code and (ii) to assert that all or a portion of the Claims is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.. These Proofs of Claim are filed without prejudice to the right of any Claimant to request payment of any administrative expense claims that it may have against any of the Debtors (including, without limitation, administrative expenses not described in this Proof of Claim), and each Claimant reserves the right to request payment of such administrative expenses at a later date or when required by the Court, the Bankruptcy Code, or other applicable law.

7. **Credits**. The amount of all payments on the Claims has been credited and deducted for the purpose of making this Proof of Claim. Certain of the Rent-Based Rejection Damages may be subject to reduction if and to the extent that the relevant Claimant is able to realize replacement rental revenue through re-letting of the leased property (net of all costs and expenses incurred to obtain such replacement rental revenue). Claimants reserve all setoff rights.

8. **Supporting Documentation**. The Claims asserted under this Proof of Claim arise under and in connection with the Transaction Documents. The Claimants have not

attached copies of the Transaction Documents because of their voluminous nature and confidentiality considerations. The Claimants will furnish CHC with copies of any Transaction Document upon its written request.

9. **Reservation of Rights/Amendments**. The assertion of Claims by each Claimant herein is not a concession or admission as to the correct characterization or treatment of any such Claims, nor a waiver of any rights of such Claimant. The execution and filing of the Proofs of Claim do not constitute: (a) a waiver or release of such Claimant's rights against any other entity or person liable for all or part of the Claims; (b) a consent by such Claimant to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving such Claimant; (c) a consent by such Claimant to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claims or otherwise, including without limitation any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving such Claimant; (e) a waiver of any right to the subordination, in favor of such Claimant, of indebtedness or liens held by other creditors of the relevant Debtor; (f) an election of remedies that waives or otherwise affects any other remedies; (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable; or (h) a waiver of any right with respect to property of a Claimant held by a Debtor.

Each Claimant expressly reserves its right to amend and supplement this Proof of Claim to the full extent permitted by law to specify (and quantify) damages, costs, expenses and other charges or claims incurred by the Claimant and to file additional proofs of claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and

related expenses that are not ascertainable at this time and (ii) claims arising from or relating to the avoidance of transfers made to the Claimant or any other entity, including without limitation any payments of Claims described herein. The Claimants' liquidation, review and collection of Claims process is ongoing, and the Claimants therefore reserve the right to amend the Proofs of Claim and this Annex consistent with the results of such process. This Annex and the Proofs of Claim are without prejudice to, and are not intended to supersede, any and all additional claims that may be filed by a Claimant.

10. **Notices**. ALL NOTICES WITH RESPECT TO THE CLAIMS SHOULD BE SENT TO:

Waypoint Leasing
19 Old King's Highway South
Darien, CT 06820
Attention: Todd Wolynski, General Counsel
Email: twolynski@waypointleasing.com
Fax: 203-669-9900

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Harold S. Novikoff, Esq.
Emily D. Johnson, Esq.
Email: hsnovikoff@wlrk.com
edjohnson@wlrk.com
Fax: 212-403-2249
212-403-2308

EXHIBIT A

Addresses

AE HELICOPTER (5) LIMITED;
AE HELICOPTER (6) LIMITED;
Clarendon House
2 Church Street
Hamilton
HM11
Bermuda

LEONARDO HELICOPTER (1) LLC;
LEONARDO HELICOPTER (2) LLC;
LEONARDO HELICOPTER (3) LLC;
LEONARDO HELICOPTER (4) LLC;
LEONARDO HELICOPTER (5) LLC;
LEONARDO HELICOPTER (6) LLC;
LEONARDO HELICOPTER (7) LLC;
1100 North Market Street
New Castle County
Wilmington DE 19890-1605
United States

WAYPOINT ASSET COMPANY NUMBER 1 (IRELAND) LIMITED;
WAYPOINT ASSET COMPANY NUMBER 2 (IRELAND) LIMITED;
WAYPOINT ASSET CO 3 LIMITED;
WAYPOINT ASSET CO 6 LIMITED;
WAYPOINT ASSET CO 8 LIMITED
8 Riverpoint
Bishops Quay
Limerick
V94 WC6A
Ireland

EXHIBIT B

Transaction Documents

31141	Lease Schedule No 10 dated 25 July 2012 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL relating to one (1) AgustaWestland AW139 helicopter with manufacturer's serial number 31141 as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31414	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 22 May 2012 between Leonardo Helicopter (4) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011, Leonardo Helicopter (4) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31418	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 1 August 2012 between Leonardo Helicopter (5) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011, Leonardo Helicopter (5) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31458	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 30 November 2012 between Leonardo Helicopter (7) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement, 6 November 2012, Leonardo Helicopter (7) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee relating to lease of up to two (2) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
41005	Lease Schedule No 11 between Bank of Utah, not in its individual capacity but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL dated June 27 2012 relating to one (1) AgustaWestland AW139 helicopter with manufacturer's serial number 41005 as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
41210	Lease Schedule No 2 between Bank of Utah, not in its individual capacity but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL relating to one Agusta AW139 helicopter manufacturer's serial number 41210 as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046,

	31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
760651	Lease Schedule No. 10 dated January 30 2014 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as amended, novated or supplemented from time to time
760734	Lease Schedule No 8 dated December 19 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor; and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor; and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
760764	Lease Agreement dated as of June 29, 2009 between Waypoint Asset Co 6 as Lessor and Heli-One Leasing ULC as Lessee. One (1) Sikorsky Model S-76C++ Aircraft, Aircraft Manufacturer's Serial No 760764, Ex-Im Bank Transaction No AP084039XX – Canada as amended, novated or supplemented from time to time
760765	Lease Agreement dated as of February 25, 2010 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heli-One Leasing ULC as Lessee. One (1) Sikorsky Model S-76C++ Aircraft, Aircraft Manufacturer's Serial No 760765, Ex-Im Bank Transaction No AP084039XX – Canada as amended, novated or supplemented from time to time
920119	Lease Agreement dated as of October 16, 2009 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) Limited as Lessee, one (1) Sikorsky Model S-92A Aircraft, Aircraft Manufacturer's Serial No 920119, Ex-Im Bank Transaction No AP084039XX – Canada, as amended and restated by Amendment and Restatement Agreement in respect of a Lease Agreement dated 16 October 2009 as amended and restated on 14 April 2015 relating to one Sikorsky helicopter with manufacturer's serial number 920119 as amended, novated or supplemented from time to time

31041	Lease Schedule No 9 dated 2 March 2012 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Capital Aviation Services BV as Lessee as amended and restated by Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31042	Lease Schedule No 7 dated 2 March 2012 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as

	Lessor and Heliworld Leasing Limited as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 27 January 2015 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31046	Lease Schedule No 8 dated 2 March 2012 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heliworld Leasing Limited as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31203	Lease Schedule No 13 dated November 25 2014 between Waypoint Asset Co 8 Limited, as Lessor, and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Waypoint Asset Co 8 Limited, as Lessor; and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
31255	Lease Schedule No 1 dated 29 January 2010 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 17 December 2014 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31295	Lease Schedule No 3 dated 29 April 2010 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 27 January 2015 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31308	Lease Schedule No 4 dated 10 September 2010 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 27 January 2015 relating to nine (9) AgustaWestland AW139 helicopters with manufacturer's serial numbers 31041, 31042, 31046, 31141, 31255, 31295, 31308, 41005 and 41210 dated 27 January 2015 as amended, novated or supplemented from time to time
31319	Lease Schedule No 5 dated 19 November 2010 between AE Helicopter (5) Limited as Lessor and Heliworld Leasing Limited as Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 11 March 2015 relating to two (2) AgustaWestland AW139 helicopters with respective manufacturer's serial numbers 31319 and 31320 as amended, novated or supplemented from time to time
31320	Lease Schedule No 6 dated 19 November 2010 between AE Helicopter (6) Limited as Lessor and Heliworld Leasing Limited as

	Lessee as amended and restated by the Amendment and Restatement Deed in respect of a Lease Terms Agreement dated 28 January 2010 as amended and restated on 11 March 2015 relating to two (2) AgustaWestland AW139 helicopters with respective manufacturer's serial numbers 31319 and 31320 as amended, novated or supplemented from time to time
31387	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 5 December 2011 between Leonardo Helicopter (1) LLC as Lessor and Heliworld Leasing Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011 between Leonardo Helicopter (1) LLC as Lessor and Heliworld Leasing Limited as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31406	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 24 February 2012 between Leonardo Helicopter (2) LLC (Lessor) and Heliworld Leasing Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011, between Leonardo Helicopter (2) LLC as Lessor and Heliworld Leasing Limited as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31407	Lease Schedule to the Master Aircraft Lease Facility Agreement dated 1 March 2012 between Leonardo Helicopter (3) LLC as Lessor and Heliworld Leasing Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011, between Leonardo Helicopter (3) LLC as Lessor and Heliworld Leasing Limited as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31431	Lease Schedule No 7 dated March 5 2014 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement 10 October 2011, Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee relating to lease of up to five (5) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time
31444	Lease Schedule to the Master Aircraft Lease Facility Agreement between Leonardo Helicopter (6) LLC as Lessor and CH Helicopters (Barbados) Limited as Lessee as amended, novated or supplemented from time to time Master Aircraft Lease Facility Agreement, 6 November 2012, between Leonardo Helicopter (6) LLC as Lessor and CHC Helicopters (Barbados) Limited as Lessee relating to lease of up to two (2) AgustaWestland AW139 helicopters as amended, novated or supplemented from time to time

31492	Lease Schedule No 3 dated 21 October 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
31498	Lease Schedule No 4 dated 31 October 2013 between Waypoint Asset Co 3 Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Waypoint Asset Co 3 Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
760706	Lease Schedule No 11 dated 31 January 2014 between Waypoint Asset Company Number 2 (Ireland) Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Waypoint Asset Company Number 2 (Ireland) Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
920022	Lease Schedule No 1 dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heli-One Canada ULC as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heli-One Canada ULC as Lessee as amended, novated or supplemented from time to time
920024	Lease Schedule No 5 dated 21 November 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
920030	Lease Schedule No 6 dated 21 November 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time

	Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
920047	Lease Schedule No 9 dated 19 December 2013 between Waypoint Asset Company Number 2 (Ireland) Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Waypoint Asset Company Number 2 (Ireland) Limited as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time
920095	Lease Agreement dated as of July 14 2009 between Waypoint Asset Co 8 Limited as Lessor and Heli-One Leasing ULC as Lessee as amended and restated by the Amended and Restated Agreement dated March 10 2015 in respect of a Lease Agreement relating to one Sikorsky helicopter with manufacturers serial number 920095 as amended, novated or supplemented from time to time
920110	Lease Agreement dated as of June 29, 2009 between Waypoint Asset Co 3 Limited as Lessor and Heli-One Leasing ULC as Lessee as amended and restated by the Amended and Restated Agreement dated January 29 2015 in respect of a Lease Agreement relating to one Sikorsky helicopter with manufacturers serial number 920110 as amended, novated or supplemented from time to time
920112	Lease Agreement dated as of June 29 2009 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heli-One Leasing ULC as Lessee as amended and restated by the Amended and Restated Agreement dated January 29 2015 in respect of a Lease Agreement relating to one Sikorsky helicopter with manufacturers serial number 920112 as amended, novated or supplemented from time to time
920113	Lease Agreement dated as of June 29 2009 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heli-One Leasing ULC as Lessee as amended and restated by the Amendment and Restatement Agreement dated April 14 2015 in respect of a Lease Agreement relating to one Sikorsky helicopter with manufacturer's serial number 920113 as amended, novated or supplemented from time to time
920117	Lease Agreement dated as of September 22 2009 between Waypoint Asset Co 6 Limited as Lessor and CHC Helicopters (Barbados) Limited as Lessee as amended and restated by the Amendment and Restatement Agreement dated 14 April 2015 in respect of a Lease Agreement relating to one Sikorsky helicopter with manufacturer's serial number 920117 as amended, novated or supplemented from time to time
920125	Lease Agreement No 2 dated 29 April 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time

920141	Lease Agreement dated as of November 23 2011 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Leasing (Ireland) Limited as Lessee as amended and restated by the Amendment and Restatement Agreement dated March 2 2016 in respect of a Lease Agreement relating to one Sikorsky S-92A helicopter with manufacturer's serial number 920141 as amended, novated or supplemented from time to time
920143	Lease Agreement dated as of November 23 2011 between Waypoint Asset Company Number 1 (Ireland) Limited as Lessor and CHC Leasing (Ireland) Limited as Lessee as amended and restated by the Amendment and Restatement Agreement dated March 2 2016 in respect of a Lease Agreement relating to one Sikorsky S-92A helicopter with manufacturer's serial number 920143 as amended, novated or supplemented from time to time
920150	Lease Agreement dated as of December 20, 2011 between SE Helicopter (12) LLC as Lessor and CHC Leasing (Ireland) Limited as Lessee as amended, novated or supplemented from time to time
920152	Lease Agreement dated as of November 23 2011 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heliworld Leasing Limited as Lessee as amended and restated by the Amendment and Restatement Agreement dated March 2 2016 in respect of a Lease Agreement relating to one Sikorsky S-92A helicopter with manufacturer's serial number 920152 as amended, novated or supplemented from time to time
920153	Lease Agreement dated as of December 20, 2011 between Bank of Utah, not in its individual capacity, but solely as Owner Trustee, as Lessor and Heliworld Leasing Limited as Lessee as amended and restated by the Amendment and Restatement Agreement dated April 7 2016 in respect of a Lease Agreement relating to one Sikorsky S-92A helicopter with manufacturer's serial number 920153 as amended, novated or supplemented from time to time
920231	Lease Schedule No 12 dated July 2 2014 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time Master Lease Facility Agreement dated April 29 2013 between Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee, as Lessor and CHC Helicopters (Barbados) SRL as Lessee as amended, novated or supplemented from time to time

EXHIBIT C

Service Level Claims

MSN	Type	Physical Location	BD Calculation in favor of Waypoint- USD	
920119	S92A	BRAZIL	$	3,221,840.00
760651	S76C++	CANADA	$	585,836.00
760765	S76C++	EQ.GUINEA	$	360,866.00
760764	S76C++	POLAND	$	141,895.00
760734	S76C++	BRAZIL	$	445,616.00
41210	AW139	UK	$	1,456,898.00
41005	AW139	UK	$	1,100,620.00
31418	AW139	SOUTH AFRICA	$	236,309.00
31414	AW139	SOUTH AFRICA	$	240,262.00
31141	AW139	SOUTH AFRICA	$	267,909.00
31458	AW139	NIGERIA	$	202,569.00

TOTAL in USD $	$	8,260,620.00

EXHIBIT D

Redelivery Reports

See Exhibit D as attached to the Proof of Claim filed by
Waypoint Asset Company Number 1 (Ireland) Limited against the Debtors

EXHIBIT E

Rent-Based Rejection Claims and Unpaid Rent Claims

11 Rejected Aircraft - Rental Arrearages

MSN	Legal Owner	Beneficial Owner	Lessee	Guarantor	Calculated on an accruals basis				Security Deposits	
					Up to and including May 4	May 5 to Jun 30	Jul 1 to expiry	Total		
					Pre-Petition	*Post Petition to Rejection*	*Post Rejection to Expiry*			
920119	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 6 Limited	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & HeliOne Leasing ULC & Heliworld Leasing Limited	455,800	358,718	7,785,579	**8,600,097**	-	
41005	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	134,101	192,556	3,785,781	**4,112,438**	-	
31141	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	32,612	182,626	4,829,812	**5,045,051**	-	
760765	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 8 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited	36,112	101,113	2,163,101	**2,300,326**	-	
31414	Leonardo Helicopter (4) LLC	Leonardo Helicopter (4) LLC	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	589,625	199,850	7,716,941	**8,506,416**	-	
31418	Leonardo Helicopter (5) LLC	Leonardo Helicopter (5) LLC	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	334,911	199,522	7,895,360	**8,429,793**	-	
31458	Leonardo Helicopter (7) LLC	Leonardo Helicopter (7) LLC	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	241,234	207,833	8,769,789	**9,218,856**	341,439	*
760764	Waypoint Asset Co 6 Limited	Waypoint Asset Co 6 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited	115,407	126,621	2,656,588	**2,898,617**	-	
760651	Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	15,649	175,266	4,034,248	**4,225,163**	187,785	
760734	Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as owner trustee	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	139,666	5,347,214	**5,486,880**	199,523	
41210	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	231,152	199,146	4,150,070	**4,580,368**	-	
					2,186,604	**2,082,917**	**59,134,483**	**63,404,004**	**728,747**	

33 Non-Rejected Aircraft - Rental Arrearages

MSN	Legal Owner		Lessee	Guarantor	Calculated on an accruals basis			Security Deposits	
					Up to and including May 4	Post May 4	Total Anticipated Receivables		
31319	AE Helicopter (5) Limited	AE Helicopter (5) Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	252,008	46,423	**298,431**	-	
31320	AE Helicopter (6) Limited	AE Helicopter (6) Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	252,008	46,423	**298,431**	-	
31041	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 8 Limited	Capital Aviation Services B.V.	6922767 Holding S.à r.l. & CHC Helicopter S.A.	235,950	103,228	**339,178**	-	
31255	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	211,852	88,000	**299,852**	-	
31295	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 6 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	61,545	-	**61,545**	-	
31308	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 6 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l. & CHC Helicopter S.A.	172,865	111,128	**283,993**	-	
920141	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Company Number 1 (Ireland) Limited	CHC Leasing (Ireland) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited & HeliOne Leasing ULC	105,049	-	**105,049**	-	
920113	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 6 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited	319,191	256,604	**575,795**	-	
920112	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 8 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & Heliworld Leasing Limited	319,789	257,085	**576,874**	-	
31042	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Co 6 Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	231,544	101,301	**332,845**	-	
31046	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Company Number 1 (Ireland) Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	231,544	101,301	**332,845**	-	
920152	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Company Number 1 (Ireland) Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & HeliOne Leasing ULC	460,543	115,136	**575,679**	-	
920153	Bank of Utah, not in its individual capacity, but solely as owner trustee	Waypoint Asset Company Number 1 (Ireland) Limited	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & CHC Leasing (Ireland) Limited & HeliOne Leasing ULC	288,509	288,509	**577,017**	-	
31387	Leonardo Helicopter (1) LLC	Leonardo Helicopter (1) LLC	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	490,088	99,952	**590,041**	-	
31406	Leonardo Helicopter (2) LLC	Leonardo Helicopter (2) LLC	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	253,649	-	**253,649**	-	
31407	Leonardo Helicopter (3) LLC	Leonardo Helicopter (3) LLC	Heliworld Leasing Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	227,343	-	**227,343**	-	
31444	Leonardo Helicopter (6) LLC	Leonardo Helicopter (6) LLC	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A.	333,863	-	**333,863**	341,450	*
920150	SE Helicopter (12) LLC	SE Helicopter (12) LLC	CHC Leasing (Ireland) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited & HeliOne Leasing ULC	355,681	355,681	**711,363**	766,021	*
31498	Waypoint Asset Co 3 Limited	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	22,629	398,271	**420,900**	280,600	
920110	Waypoint Asset Co 3 Limited	Waypoint Asset Co 3 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & Heliworld Leasing Limited	280,826	225,762	**506,588**	-	
920117	Waypoint Asset Co 6 Limited	Waypoint Asset Co 6 Limited	CHC Helicopters (Barbados) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & HeliOne Leasing ULC & Heliworld Leasing Limited	287,632	294,024	**581,655**	-	

33 Non-Rejected Aircraft - Rental Arrearages

MSN	Legal Owner		Lessee	Guarantor	*Calculated on on accruals basis*			Security Deposits
					Up to and Including May 4	Post May 4	Total Anticipated Receivables	
920095	Waypoint Asset Co 8 Limited	Waypoint Asset Co 8 Limited	HeliOne Leasing ULC	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited	113,445	-	113,445	-
920143	Waypoint Asset Company Number 1 (Ireland) Limited	Waypoint Asset Company Number 1 (Ireland) Limited	CHC Leasing (Ireland) Limited	6922767 Holding S.à r.l. & CHC Helicopter S.A. & CHC Helicopter Australia Pty Ltd & CHC Helicopters (Barbados) Limited & Heliworld Leasing Limited & HeliOne Leasing ULC	93,145	-	93,145	-
760706	Waypoint Asset Company Number 2 (Ireland) Limited	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	16,154	284,302	300,456	200,304
920047	Waypoint Asset Company Number 2 (Ireland) Limited	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	413,234	413,234	413,234
31203	Waypoint Asset Co 8 Limited	Waypoint Asset Co 8 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	256,305	256,305	256,305
31492	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	280,600	280,600	280,600
920024	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	384,720	384,720	384,720
920030	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	399,630	399,630	399,630
920125	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	290,700	436,050	726,750	484,500
920231	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	27,784	546,416	574,200	574,200
920022	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Co 3 Limited	HeliOne Canada ULC	6922767 Holding S.à r.l.	230,832	346,248	577,080	384,720
31431	Wells Fargo Bank Northwest, National Association, not in its Individual capacity, but solely as owner trustee	Waypoint Asset Company Number 2 (Ireland) Limited	CHC Helicopters (Barbados) SRL	6922767 Holding S.à r.l.	-	280,600	280,600	280,600
					6,166,167	**6,516,932**	**12,683,099**	**5,046,884**

*These amounts are held in trust pursuant to the Transaction Documents