



This is the 5th affidavit of
Robert A. Del Genio in this case
and was made on March 9, 2017

No. S-169079
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

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

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

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

AFFIDAVIT

I, Robert A. Del Genio, restructuring advisor, of 20 - 650 Fifth Avenue, New York, New York,
SWEAR THAT:

1. I am the Chief Restructuring Officer ("CRO") of the petitioner, CHC Group Ltd. ("CHC Group" or the "Petitioner"), and each of the debtors listed on **Schedule "A"** to my Affidavit (collectively, the "**Debtors**" and, together with their non-Debtor affiliates, "**CHC**" or the "**Company**"), and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify, in which case, I believe that both the information from the informant and the resulting statement are true.
2. This Affidavit provides an update with respect to the Debtors' Chapter 11 Proceedings and the status of the Company's restructuring efforts in accordance with this Court's Supplemental Recognition Order (Foreign Main Proceeding) made on October 13, 2016.
3. In preparing this report, CDG has relied solely on information and documents provided by the Debtors and their counsel. CDG has not audited, reviewed or otherwise attempted to independently verify the accuracy of completeness of this information. Accordingly, CDG expresses no opinion or other form of assurance on the information contained herein.



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4. Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

5. Capitalized terms not otherwise defined in this Affidavit have the meaning ascribed to them in my Affidavits #1, #2, #3, and #4 sworn in this proceeding on September 29, 2016, November 7, 2016, December 22, 2016, and January 27, 2017, respectively.

The Plan and the Disclosure Statement

6. As noted in my Affidavit #4, on or before December 28, 2016, the Debtors commenced solicitation of votes with respect to the *Fourth Amended Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors* (the "**Plan**") and launched the fully backstopped rights offering for new, second lien convertible notes. The deadline for creditors to vote on the Plan and subscribe to the rights offering was February 2, 2017, and any objection from creditors were to be received by that date. A hearing on confirmation of the Plan occurred before the U.S. Bankruptcy Court on February 13 and 14, 2017, and continued to March 3, 2017.

7. The Debtors received three objections to the Plan. The first objection was filed by the Office of the United States Trustee, a division of the Department of Justice responsible for overseeing the administration of bankruptcy cases, monitoring the conduct of bankruptcy parties, overseeing related administrative functions, and acting to ensure compliance with applicable laws and procedures. The second objection was filed by ECN Capital (Aviation) Corp. (f/k/a Element Capital Corp.), which entity is a general unsecured creditor in the Chapter 11 Proceedings. The third objection was filed by KLS Diversified Asset Management LP (a copy of which is at page 61 of RDG 2), which entity holds Senior Secured Note Claims in the Chapter 11 Proceedings. The Debtors settled the objections of the United States Trustee and ECN Capital (Aviation) Corp., and the U.S. Bankruptcy Court overruled the objection filed by KLS Diversified Asset Management.

8. Following resolution of objections to the Plan, the Plan was overwhelmingly accepted by the creditors entitled to vote on the Plan, with the exception of Class 8 (Convenience Claims) at Heli-One (Netherlands) B.V., and the Debtors proceeded to confirm the Plan through the cram down procedures under section 1129(b) of chapter 11 of title 11 of the Bankruptcy Code with respect to this rejecting class of creditors.

9. On March 3, 2017, the U.S. Bankruptcy Court issued *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Fourth Amended Chapter 11 Plan* (the "**Confirmation Order**") confirming the Plan. A copy of the Confirmation Order is attached as Exhibit "A" to Affidavit #4 of Sandra Brown-John.

10. The Debtors intend to proceed expeditiously towards emerging from the Chapter 11 Proceedings.

Recognition of Additional Orders Entered by the U.S. Bankruptcy Court

11. In furtherance of their ongoing restructuring efforts, the Debtors have applied to the U.S. Bankruptcy Court from time to time for orders required to preserve and maximize the potential value of their assets for the benefit of creditors and other stakeholders. Since this Court granted its most recent Supplemental Recognition Order on January 13, 2017, the Debtors have obtained the orders (the "**U.S. Bankruptcy Orders**") listed below from the U.S. Bankruptcy Court which they are seeking to have recognized by this Court.

12. In sum, the Debtors believe that the U.S. Bankruptcy Orders provide the Debtors with long-term costs savings through the reconfiguration of CHC's helicopter fleet and/or the restructuring of various leases and agreements on terms that will enable the Debtors to continue operating their businesses on a post-petition basis in accordance with their restructured business plan.

Order (I) Approving Settlement Agreement Among Certain Debtors and Leonardo S.P.A., and (II) Authorizing Debtors to Assume Certain Executory Contracts with Leonardo S.P.A. (the "Leonardo Settlement Order")

13. Leonardo S.P.A. ("**Leonardo**") is a manufacturer of helicopters and its helicopters are expected to make up a portion of the reorganized CHC fleet. CHC transacted approximately \$15,000,000 in business with Leonardo and its affiliates during the 2016 calendar year. The Debtors' connections with Leonardo extend not only to the purchase of aircraft, but also to other aspects of their businesses, including CHC's Heli-One maintenance, repair, and overhaul business, where Heli-One performed repair services on both CHC and third-party Leonardo aircraft. The health and stability of CHC's relationship with Leonardo has, and will continue to be, critical to CHC's success.

14. During the pendency of the Chapter 11 Proceedings, the Debtors have engaged in extensive discussions and negotiations with Leonardo with respect to their agreements with Leonardo, the claims associated therewith, and their ongoing relationship. These discussions have culminated in a settlement agreement (the "**Leonardo Settlement Agreement**"), which provides for a comprehensive resolution of numerous issues between the parties. The material terms of the Leonardo Settlement Agreement include the assumption by certain of the Debtors, including certain of the Canadian Debtors, of, among other contracts, the (i) AW139 Framework Agreement (as may be amended or modified); (ii) SCA0906 Service Center Agreement; and (iii) CROA/1304/09 Repair and Overhaul Centre Agreement.

15. Particulars of the Leonardo Settlement Agreement are set out in the Debtors' motion for the Leonardo Settlement Order and the Leonardo Settlement Order attached as **Exhibits "A" and "B"** to Affidavit #5 of Sandra Brown-John..

Order (I) Approving Settlement Agreement Among Certain Debtors, CHC Helicopter Support Services (US) Inc., and Sikorsky Aircraft Corporation and Certain of its Affiliates, and (II) Authorizing Debtors to Assume Certain Executory Contracts with Sikorsky Aircraft Corporation and Certain of its Affiliates (the "Sikorsky Settlement Order")

16. Sikorsky Aircraft Corporation ("**Sikorsky**") is a helicopter manufacturer and its helicopters are expected to make up a significant portion of the reorganized CHC fleet. The Debtors' connections with Sikorsky extend not only to the purchase of aircraft, but also to other aspects of their businesses, including CHC's maintenance, repair, and overhaul business, whereby it performs repair services on both CHC and third-party Sikorsky aircraft. The health and stability of CHC's relationship with the Sikorsky Parties (as defined in the Sikorsky Settlement Order) has, and will continue to be, important to CHC's success.

17. As more fully explained in the Debtors' motion for the Sikorsky Settlement Order, attached as **Exhibit "C"** to Affidavit #5 of Sandra Brown-John, certain of the Debtors and certain of the Sikorsky Parties are party to various sale, overhaul and repair, customer support, consignment, and license and technical assistance agreements (collectively, the "**Sikorsky Agreements**")

18. During the pendency of the Chapter 11 Proceedings, the Debtors have engaged in extensive discussions and negotiations with the Sikorsky Parties with respect to the Sikorsky Agreements, the claims associated therewith, including proofs of claim filed by the Sikorsky

Parties against the Debtors in the Chapter 11 Proceedings, and their ongoing business relationship. These discussions have culminated in a settlement agreement (the "**Sikorsky Settlement Agreement**"), which provides for a comprehensive resolution of the various issues between the parties.

19. Particulars of the Sikorsky Settlement Agreement, which include the assumption and restructuring of the agreements between Heli-One Canada ULC (among others) and certain of the Sikorsky Parties, are set out in the Debtors' Motion for the Sikorsky Settlement Order and the Sikorsky Settlement Order attached as Exhibits "C" and "D" to Affidavit #5 of Sandra Brown-John.

Order Authorizing the Debtors to (I) Enter Into and Perform Under a Restructuring Lease Term Sheet With Waypoint Leasing (Ireland) Limited and (II) Assume Certain Unexpired Leases and Executory Contracts With Waypoint Leasing (Ireland) Limited and Certain of its Affiliates (the "Waypoint Order")

20. As noted in previous reports to this Court, as part of its ongoing restructuring efforts, CHC identified cost savings to be achieved through a significant reduction in its fleet by eliminating helicopters and other related equipment that were not, currently are not, or soon will not be, used to generate revenue in CHC's businesses.

21. As part of their fleet reconfiguration strategy, the Debtors and Waypoint Leasing (Ireland) Limited ("**Waypoint**"), one of the Debtors' largest lessors, engaged in negotiations with respect to a detailed term sheet to modify and restructure the agreements which will govern the helicopters the Debtors currently lease from Waypoint upon the Debtors' emergence from chapter 11 protection. These negotiations culminated in an agreement (the "**Waypoint Term Sheet**") between the Debtors and Waypoint that the Debtors have determined provides the Debtors with fleet and cost adjustments necessary to achieve the goals of and implement the Debtors' fleet restructuring. Particulars of the Waypoint Term Sheet are set out in the Debtors' Motion for the Waypoint Order and the Waypoint Order attached as Exhibits "E" and "F" to Affidavit #5 of Sandra Brown-John.

22. The Waypoint Term Sheet also resolves and settles all claims related to Waypoint's rejected aircraft and any modifications of the Existing Operative Documents (as defined in the Waypoint Order). Pursuant to this settlement, Waypoint will receive stipulated and allowed general unsecured non-priority pre-petition claims against each of the relevant Debtors

in full satisfaction of any and all such claims (the “**Allowed General Unsecured Claims**”). The Allowed General Unsecured Claims against the Canadian Debtors are as follows:

<u>Debtor Entity</u>	<u>Claim Amount</u>	<u>Plan Classification</u>
Heli-One Leasing ULC	\$25,800,000	Allowed Primary General Unsecured Claim in Class 7
Heli-One Canada ULC	\$8,900,000	Allowed Primary General Unsecured Claim in Class 7
Heli-One Leasing ULC	\$62,000,000	Allowed Secondary General Unsecured Claim in Class 7

Order Authorizing the Debtors to Enter Into and Perform Under the 2017 Omnibus Restructure Agreement with Airbus Helicopters (SAS) Regarding Certain of the Debtors' Executory Contracts (the “Airbus Order”)

23. The agreements subject to the Airbus Order are part of the Debtors' fleet reconfiguration strategy.

24. Helicopters manufactured by Airbus Helicopters (SAS) (“**Airbus**”) are expected to make up a significant portion of the CHC's fleet on a go-forward basis. The Debtors' agreements with Airbus extend not only to the purchase of helicopters, spare parts, and other key services required to operate CHC's existing fleet, but also to other aspects of CHC's business, including its maintenance, repair, and overhaul business. Airbus provides critical licenses as well as technical and parts support to CHC's maintenance, repair, and overhaul businesses. CHC and Airbus are parties to several executory contracts relating to the Debtors' helicopters, maintenance and other aspects of the Debtors' operations that are fundamental to the Debtors' operations and ongoing success.

25. Airbus has filed certain proofs of claims alleging over \$4,603,409 of general unsecured claims and \$1,601,168 of administrative priority claims against the Debtors. In addition, the Debtors scheduled over \$467,268 in general unsecured claims held by Airbus and certain of its affiliates. The Airbus claims include general unsecured and administrative priority claims of \$65,776.05 and \$27,295.18, respectively, against Heli-One Canada ULC and a general unsecured claim of \$139,159.31 against CHC Global Operations (2008) ULC.

26. During the pendency of the Chapter 11 Proceedings, the Debtors have engaged in extensive discussions and negotiations with Airbus with respect to their existing contracts and

the claims associated therewith, in order to ensure a beneficial ongoing relationship between the parties. These discussions have culminated in the Restructure Agreement (as defined in the Airbus Order) which, as more fully particularized in the Debtors' motion for the Airbus Order attached as **Exhibit "G"** to Affidavit #5 of Sandra Brown-John, provides for a comprehensive contractual framework governing the relationship between the Debtors and Airbus post-emergence and the resolution of the various claims asserted by Airbus.

27. The Restructure Agreement also contains a comprehensive resolution and global settlement of the various claims and cure amounts associated with the Airbus Existing Agreements (as defined in the Debtors' motion for the Airbus Order). More specifically, upon the Effective Date (as defined in the Restructure Agreement), Airbus will be entitled to a settlement payment of \$2,693,328 (the "**Settlement Payment**") in full satisfaction of any and all Airbus Claims (as defined in the Debtors' motion for the Airbus Order), including, but not limited to, all general unsecured claims and priority administrative expense claims asserted by Airbus on behalf of itself or its affiliates under the Airbus Existing Agreements.

28. A copy of the Airbus Order is attached as **Exhibit "H"** to Affidavit #5 of Sandra Brown-John.

Order Authorizing the Debtors to (i) Enter Into and Perform Under Framework Agreements With Export Development Canada, Lombard North Central Plc, and the Royal Bank of Scotland Plc, (ii) Obtain Post-petition Financing in Accordance With the Loan Agreements, and (iii) Enter Into and Perform Under Settlement Agreements With Export Development Canada, Lombard North Central Plc, and the Royal Bank of Scotland Plc (the "Lombard EDC Order")

29. The agreements subject to the Lombard EDC Order are part of the Debtors' fleet reconfiguration strategy.

30. After lengthy negotiations between the Debtors, Export Development Canada ("**EDC**" or the "**Existing Lender**" and "**New Lender**"), Lombard North Central Plc (the "**Seller**" or the "**Existing Lessor**," respectively), and the Royal Bank of Scotland PLC (the "**Existing Security Trustee**"), the parties entered into an interim agreement (the "**Interim Lombard EDC Term Sheet**") on certain interim restructured lease terms with respect to the use of the Restructured Helicopters and certain of the Settlement Agreement Helicopters (as defined in the Lombard EDC Order) during the pendency of the Chapter 11 Proceedings, while continuing to negotiate final long form term sheets.

31. As contemplated by the Interim Lombard EDC Term Sheets, the Debtors, the Seller, and the Existing Lender subsequently engaged in negotiations with respect to detailed Framework Agreements (as defined in the Lombard EDC Order) for each Restructured Aircraft and the Settlement Agreements (as defined in the Lombard EDC Order) related to the Settlement Agreement Aircraft. As reflected in the Framework Agreements, the Debtors, the Existing Lender, and the Seller have reached an agreement to terminate the Existing Operative Documents (as defined in the Framework Agreements) and enter into a restructured transaction with respect to the Restructured Helicopters where the Seller would terminate the existing leases with CHC, transfer ownership of each Restructured Helicopter to CHC Cayman Borrower II Limited (the "**Buyer**"), and EDC, as Existing Lender, would finance 100% of the purchase of each Restructured Helicopter by issuing new loans to the Buyer as the New Lender.

32. Each Framework Agreement sets forth the terms pursuant to which the Buyer will purchase each Restructured Helicopter from the Seller, with the New Lender providing a loan to finance 100% of each of the purchases.

33. As part of the overall restructuring transaction related to the Framework Agreements, the Existing Security Trustee, the Seller, and the Existing Lender also settled all claims with respect to the Settlement Agreement Helicopters. Pursuant to each Settlement Agreement, in full and final satisfaction of the Settled Claims (as defined in the Settlement Agreements), upon the effectiveness of the Settlement Agreements, the Existing Lender will receive separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims as set forth in the Debtors' Motion for the Lombard EDC Order.

34. Copies of the Debtors' Motion for the Lombard EDC Order and the Lombard EDC Order are attached as **Exhibits "I" and "J"** to Affidavit #5 of Sandra Brown-John.

Order Authorizing the Debtors to (i) Enter Into and Perform Under Restructuring Lease Term Sheets With Lombard North Central Plc With Respect to Aircraft With MSN Nos. 31155, 920034, and 920127 and (ii) Enter Into and Perform Under Settlement Agreements With Lombard North Central Plc (the "Lombard Order")

35. The agreements subject to the Lombard Order are part of the Debtors' fleet reconfiguration strategy.

36. As contemplated by interim term sheets between the Debtors and Lombard entered into during the Chapter 11 Proceedings, the Debtors and Lombard have reached an

agreement (the "**Lombard Settlement Agreement**") to restructure certain terms of the Existing Operative Documents (as defined in the Lombard Order) to govern the helicopters leased by the Debtors from Lombard upon the Debtors' emergence from chapter 11 protection.

37. Particulars of the Lombard Settlement Agreement are set out in the Debtors' Motion for the Lombard Order and the Lombard Order attached as **Exhibits "K" and "L"** to Affidavit #5 of Sandra Brown-John.

38. Pursuant to the Debtors' term sheets with Lombard (the "**Lombard Term Sheets**") and the Settlement Agreements (defined in the Lombard Order), Lombard has agreed to vote all of its claims under the Existing Operative Documents and Transaction Documents (defined in the Lombard Order), including, without limitation, the Prepetition Damages Claims and the Allowed Unsecured Claims (as defined in the Settlement Agreements), in support of any plan that is consistent with the terms and conditions of the Lombard Term Sheets.

Order Authorizing the Debtors to Enter Into and Perform Under a Settlement Agreement with ECN Capital (Aviation) Corp. (the "ECN Order")

39. The agreements subject to the ECN Order are part of the Debtors' fleet reconfiguration strategy.

40. As discussed in detail in the Debtors' Motion for the ECN Order, attached as **Exhibit "M"** to Affidavit #5 of Sandra Brown-John, the Debtors and ECN Capital (Aviation) Corp. ("ECN") engaged in lengthy negotiations in an effort to resolve all of ECN's various claims related to the helicopters leased by the Debtors from ECN, including, but not limited to, a guarantor proof of claim for approximately \$94,070,389.00 filed by ECN against Heli-One Leasing ULC, and to address ECN's objection to the Debtors' Plan. Those negotiations bore fruit, and the Debtors and ECN have entered into a settlement agreement (the "**ECN Settlement Agreement**"), which also has the support of the other main constituencies in the Chapter 11 Proceedings, including the official committee of unsecured creditors and the ad hoc group of holders of Senior Secured Notes (as defined in the Plan).

41. The ECN Settlement Agreement contains a comprehensive resolution and global settlement of all claims of ECN and its affiliates, including, but not limited to, all general unsecured claims and priority administrative expense claims asserted by ECN on behalf of itself

or its affiliates related to the Helicopters (as defined in the Debtors' motion for the ECN Order), rejected lease agreements or related contracts.

42. As discussed above, the terms of the ECN Settlement Agreement, as more fully particularized in the Debtors' motion for the ECN Order, also resolved one of the few outstanding objections to the Plan.

43. A copy of the ECN Order is attached as **Exhibit "N"** to Affidavit #5 of Sandra Brown-John.

Order Authorizing the Debtors to (I) Enter Into and Perform Under a Restructuring Lease Term Sheet with ANZ Leasing (Vic) Pty. Ltd. With Respect to Aircraft With MSN Nos. 6597, 6604, 31114 and 31126 and (II) Assume Certain Leases and Executory Contracts (the "ANZ Order")

44. The agreements subject to the ANZ Order are part of the Debtors' fleet reconfiguration strategy.

45. During the pendency of the Chapter 11 Proceedings, the Debtors have engaged in negotiations with ANZ Leasing (Vic) Pty. Ltd. ("**ANZ**") to extend and restructure their various agreements in connection with four of ANZ's helicopters. As reflected in the term sheet (the "**ANZ Term Sheet**") between the Debtors and ANZ, and the Restructuring Lease Documents (as defined in the Debtors' motion for the ANZ Order), the Debtors and ANZ have reached an agreement to modify and restructure the Pre-Restructuring Lease Agreement (as defined in the Debtors' motion for the ANZ Order) related to the helicopters leased by the Debtors from ANZ in order to facilitate the continued use of the helicopters upon the Debtors' emergence from chapter 11 protection.

46. The parties have also agreed that in exchange for the modifications contained in the Restructuring Lease Documents, and in satisfaction of any outstanding prepetition and post-petition amounts owed under the Pre-Restructuring Lease Agreements (including any cure amounts under section 365 of the Bankruptcy Code), ANZ will be entitled to a settlement payment on the Lease Agreement Effective Date (as defined in the ANZ Term Sheet) of \$895,918.

47. The particulars of the ANZ Term Sheet are set out in the Debtors' Motion for the ANZ Order and the ANZ Order attached as **Exhibits "O" and "P"** to Affidavit #5 of Sandra Brown-John.

Order Authorizing the Debtors to Enter Into and Perform Under a Settlement Agreement with Turbomeca Regarding Certain of the Debtors' Executory Contracts (the "Turbomeca Order")

48. Safran Helicopter Engines S.A.S. (formerly known as Turbomeca S.A.) (together with its affiliates, "**Turbomeca**") manufactures helicopter engines that are expected to be utilized in a significant portion of CHC's fleet on a go-forward basis. The Debtors' agreements with Turbomeca extend not only to the purchase of helicopters, spare parts, and other key services required to operate CHC's existing fleet, but also to other aspects of CHC's business, including its maintenance, repair, and overhaul businesses. Turbomeca provides critical licenses as well as technical and parts support to CHC's maintenance, repair, and overhaul businesses. CHC and Turbomeca are parties to several executory contracts relating to the Debtors' helicopters and other aspects of Debtors' operations that are fundamental to the Debtors' operations and ongoing success post-emergence.

49. Turbomeca has filed proofs of claims alleging over \$4,644,641.82 of general unsecured claims and \$10,940,896.80 of administrative priority claims, including a general unsecured claim of \$48,863.18 against Heli-One Canada ULC.

50. During the pendency of the Chapter 11 Proceedings, the Debtors have engaged in extensive negotiations with Turbomeca with respect to their existing contracts and the claims associated therewith in order to ensure a beneficial ongoing relationship between the parties. These discussions have culminated in a settlement agreement (the "**Turbomeca Settlement Agreement**") which provides for a comprehensive contractual framework governing the relationship between the Debtors and Turbomeca post-emergence and the resolution of the various claims asserted by Turbomeca.

51. The terms of the Turbomeca Settlement Agreement, which are more fully described in the Debtors' Motion for the Turbomeca Order and the Turbomeca Order attached as **Exhibits "Q" and "R"** to Affidavit #5 of Sandra Brown-John, provide that, among other things, the Debtors shall pay \$48,863.18 to Labinal, LLC (d/b/a Safran Engineering Services), an affiliate of Turbomeca, in full satisfaction of its claims against the Debtors.

Orders Granting Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases, dated February 3, 2017 and February 23, 2017, respectively (collectively, the "Lease Rejection Orders") and Order Authorizing the Debtors to Reject Certain Equipment Leases and Subleases Related to the Helicopter With Manufacturer Serial Number 760697 Pursuant to Section 365 of the Bankruptcy Code (the "Helicopter Order")

52. The Lease Rejection Orders and the Helicopter Order authorize the Debtors to reject various leases and subleases for certain "Excess Equipment" and "Subleased Equipment" (each term as defined in the Lease Rejection Orders and Helicopter Order, respectively). The relief sought by the Debtors in the Lease Rejection Orders is part of the Debtors' efforts to reconfigure their helicopter fleet to improve operational efficiency.

53. Copies of the Debtors' motion for the Lease Rejection Orders and the Lease Rejection Orders are attached as **Exhibits "S," "T," and "U"** to Affidavit #5 of Sandra Brown-John.

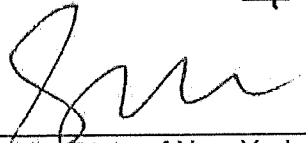
54. Copies of the Debtors' Motion for the Helicopter Order and the Helicopter Order are attached as **Exhibits "V" and "W"** to Affidavit #5 of Sandra Brown-John.

Order Extending Exclusive Period for the Filing of a Chapter 11 Plan (the "Exclusivity Order")

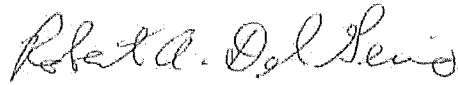
55. The Exclusivity Order entered by the U.S. Bankruptcy Court extended the Debtors' exclusive period in which to file a chapter 11 plan to March 31, 2017.

56. Copies of the Debtors' Motion for the Exclusivity Order and the Exclusivity Order are attached as **Exhibits "X" and "Y"** respectively to Affidavit #5 of Sandra Brown-John.

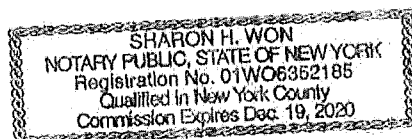
SWORN BEFORE ME at the City of New
York, in the State of New York, United
States of America on March 9, 2017



Notary Public, State of New York, United
States of America



Robert A. Del Genio



SCHEDULE "A"

LIST OF COMPANIES

CHC Group Ltd.

6922767 Holding SARL

Capital Aviation Services B.V.

CHC Cayman ABL Borrower Ltd.

CHC Cayman ABL Holdings Ltd.

CHC Cayman Investments I Ltd.

CHC Den Helder B.V.

CHC Global Operations (2008) ULC

CHC Global Operations Canada
(2008) ULC

CHC Global Operations International
ULC

CHC Helicopter (1) S.á.r.l.

CHC Helicopter (2) S.á.r.l.

CHC Helicopter (3) S.á.r.l.

CHC Helicopter (4) S.á.r.l.

CHC Helicopter (5) S.á.r.l.

CHC Helicopter Australia Pty Ltd

CHC Helicopter Holding S.á.r.l.

CHC Helicopter S.A.

CHC Helicopters (Barbados) Limited

CHC Helicopters (Barbados) SRL

CHC Holding (UK) Limited

CHC Holding NL B.V.

CHC Hoofddorp B.V.

CHC Leasing (Ireland) Limited (n/k/a
CHC Leasing (Ireland) Designated
Activity Company)

CHC Netherlands B.V.

CHC Norway Acquisition Co AS

Heli-One (Netherlands) B.V.

Heli-One (Norway) AS

Heli-One (U.S.) Inc.

Heli-One (UK) Limited

Heli-One Canada ULC

Heli-One Holdings (UK) Limited

Heli-One Leasing (Norway) AS

Heli-One Leasing ULC

Heli-One USA Inc.

Heliworld Leasing Limited

Integra Leasing AS

Lloyd Bass Strait Helicopters Pty. Ltd.

Lloyd Helicopter Services Limited

Lloyd Helicopter Services Pty. Ltd.

Lloyd Helicopters International Pty. Ltd.

Lloyd Helicopters Pty. Ltd.

Management Aviation Limited