



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

ORDER MADE AFTER APPLICATION

(RECOGNITION OF U.S. BANKRUPTCY COURT ORDERS)

BEFORE THE HONOURABLE)	TUESDAY, THE 14TH DAY
JUSTICE MASUHARA)	OF MARCH, 2017.
)	

UPON THE APPLICATION of CHC Group Ltd., in its capacity as the foreign representative (the "**Foreign Representative**") of CHC Global Operations Canada (2008) ULC, CHC Global Operations International ULC, CHC Global Operations (2008) ULC, Heli-One Leasing ULC, and Heli-One Canada ULC (together, the "**Canadian Debtors**") and the other companies listed on **Schedule "A"** hereto (together with the Canadian Debtors, the "**Debtors**"), pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), coming on for hearing at Vancouver, British Columbia, on the 14th day of March, 2017, and on hearing William C. Kaplan, Q.C., counsel for the Foreign Representative, and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including Affidavit #5 of the Debtors' Chief Restructuring Officer, Robert A. Del Genio, and Affidavit #5 of Sandra Brown-John, each filed; AND UPON HEARING the submissions of counsel for the Foreign Representative, and counsel for those other parties listed on **Schedule "B"**;



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THIS COURT ORDERS AND DECLARES that:

INITIAL RECOGNITION ORDER

1. Any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Order (Foreign Main Proceeding) dated October 13, 2016 (the "**Initial Recognition Order**") and the Supplemental Order (Foreign Main Proceeding) ("**Supplemental Recognition Order**") dated October 13, 2016.
2. The provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order and the Supplemental Recognition Order, provided that in the event of a conflict between the provisions of this Order and the provisions of the Initial Recognition Order, the Initial Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

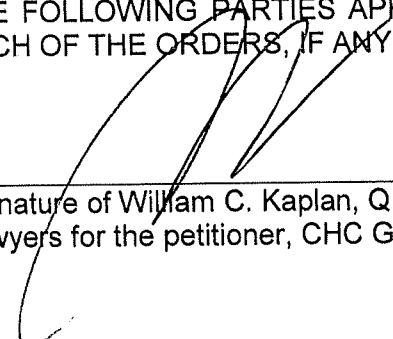
3. The following orders of the U.S. Bankruptcy Court, made in the Foreign Proceeding, are hereby recognized and given full force and effect in all provinces and territories of Canada, provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada:
 - (a) **Order Granted February 15, 2017, Approving Settlement Among Certain Debtors and Leonardo S.P.A and Authorizing Debtors to Assume Certain Executory Contracts with Leonardo S.P.A attached as Schedule "C";**
 - (b) **Order Granted February 15, 2017, Approving Settlement Agreement Among Certain Debtors, CHC Helicopter Support Services (US) Inc. and Sikorsky Aircraft Corporation and Certain of its Affiliates and Authorizing Debtors to Assume Certain Executory Contracts with Sikorsky Aircraft Corporation and Certain of its Affiliates attached as Schedule "D";**
 - (c) **Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Waypoint Leasing (Ireland) Limited and Assume Certain Unexpired Leases and Executory Contracts with Waypoint Leasing (Ireland) Limited and Certain of its Affiliates attached as Schedule "E";**
 - (d) **Order Granted February 23, 2017, Granting Debtors' Motion 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 attached as Schedule "F";**

- (e) **Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under Framework Agreements with Export Development Canada, Lombard North Central PLC and Royal Bank of Scotland PLC and to Obtain Postpetition Financing in Accordance with the Framework Loan Agreements attached as Schedule "G";**
 - (f) **Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under Restructuring Lease Term Sheets with Lombard North Central PLC attached as Schedule "H";**
 - (g) **Order Granted March 3, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under a Settlement Agreement with ECN Capital (Aviation) Corp attached as Schedule "I";**
 - (h) **Order Granted February 17, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with ANZ Leasing (VIC) PTY Ltd. and Assume Certain Unexpired Leases and Executory Contracts attached as Schedule "J";**
 - (i) **Order Granted March 7, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under the Settlement Agreement with Turbomeca Regarding Certain of the Debtors' Executory Contracts attached as Schedule "K";**
 - (j) **Order Granted February 28, 2017, Granting Debtors' Motion Authorizing the Debtors to Reject Certain Equipment Leases and Subleases attached as Schedule "L";**
 - (k) **Order Granted February 3, 2017, Granting Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases and Continuing the Motion as to Certain Other Equipment Leases and Subleases attached as Schedule "M";**
 - (l) **Order Granted February 23, 2017, Granting Debtors' Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases attached as Schedule "N";**
 - (m) **Order Granted February 17, 2017, Extending Exclusive Period for the Filing of a Chapter 11 Plan attached as Schedule "O";**
4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Debtors and the Foreign Representative, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and the Foreign Representative, as may be necessary or desirable to give effect to this Order, or to assist

the Debtors and the Foreign Representative, and their respective agents, in carrying out the terms of this Order.

5. Each of the Debtors and the Foreign Representative be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
6. Any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.
7. Approval of this Order as to form by counsel appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of William C. Kaplan, Q.C.
Lawyers for the petitioner, CHC Group Ltd.


BY THE COURT



REGISTRAR

in
✓
form

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

SCHEDULE "B"

COUNSEL LIST

CHC Group Ltd.	William C. Kaplan, Q.C. Claire Hildebrand (A/S)
Official Unsecured Creditors' Committee	Brigetta Richdale
Ad hoc Committee of Senior Secured Noteholders and Plan Sponsors	Matthew Nied
O921528 B.C. Ltd.	Ryan Larity

SCHEDULE "C"

Order Granted February 15, 2017, Approving Settlement Among Certain Debtors and Leonardo S.P.A and Authorizing Debtors to Assume Certain Executory Contracts with Leonardo S.P.A



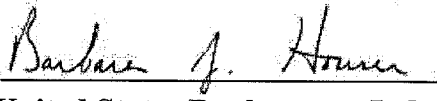
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 15, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16-31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

ORDER PURSUANT TO
11 U.S.C. § 365(a) AND FED. R. BANKR. P. 6006(a) AND 9019(a)
(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.

Upon the motion, dated January 13, 2017, (the "**Motion**"),¹ of CHC Group Ltd.
and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively,

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



the “**Debtors**”), for an order pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”) and Rules 6006(a) and 9019(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for entry of an order authorizing and approving the Settlement Agreement among CHC Group, Ltd. and all debtor and non-debtor affiliates (the “**CHC Debtor Parties**”), and Leonardo S.p.a. (the “**Leonardo**,” and, together with the CHC Debtor Parties, the “**Parties**,” and each a “**Party**”), substantially in the form annexed to the Motion as **Exhibit B** (the “**Settlement Agreement**”), which provides for, *inter alia*, (i) the Debtors’ assumption of certain agreements with Leonardo with no cure amounts and (ii) the Settlement Payment to resolve prepetition balances owed between the Parties; the form of which is attached to the Settlement Agreement as **Exhibit B**, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.),

counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all

parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The CHC Debtor Parties are authorized, but not directed, to enter into the Settlement Agreement and the Debtors are authorized to perform all obligations set forth therein.
3. The Settlement Agreement, and the transactions contemplated therein, represent a valid exercise of the Debtors' business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Settlement Agreement.
5. The Debtors are authorized to assume, pursuant to section 365 of the Bankruptcy Code, the Assumed Agreements (as amended by the Settlement Agreement) and no cure amounts are owed by the Debtors with respect to the Assumed Agreements.
6. The Debtors are authorized to pay the Settlement Payment as provided under the Settlement Agreement.
7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
8. Notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

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

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

END OF ORDER

RESPECTFULLY SUBMITTED,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman

Stephen A. Youngman (22226600)
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-and-

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New York, New York 10153
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Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

SCHEDULE "D"

**Order Granted February 15, 2017, Approving Settlement Agreement Among
Certain Debtors, CHC Helicopter Support Services (US) Inc. and Sikorsky
Aircraft Corporation and Certain of its Affiliates and Authorizing Debtors to
Assume Certain Executory Contracts with Sikorsky Aircraft Corporation
and Certain of its Affiliates**



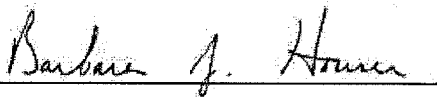
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 15, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16-31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

ORDER PURSUANT TO 11 U.S.C. § 365(a)
AND FED. R. BANKR. P. 6006(a) AND 9019(a)
(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

Upon the motion, dated January 13, 2017, (the "**Motion**"),¹ of CHC Group Ltd.
and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively,

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



the “**Debtors**”), for an order pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”) and Rules 6006(a) and 9019(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for entry of an order authorizing and approving the Settlement Agreement among CHC Group, Ltd., CHC Helicopters (Barbados) Limited, CHC Helicopter Holding S.a. r.l., as successor to CHC Helicopters International Inc. and CHC Helicopters Corporation, Heli-One Canada ULC and Heli-One (Norway) AS (the “**CHC Debtor Parties**”), CHC Helicopter Support Services (US) Inc., a non-debtor affiliate, (“**CHC Support Services**”), and Sikorsky Aircraft Corporation, Sikorsky International Operations Inc. (“**SIOP**”), Helicopter Support Inc. dba Sikorsky Commercial Inc., Composite Technology Inc., Composite Technology Ltd., and Sikorsky Aircraft Australia Ltd. (the “**Sikorsky Parties**,” and, together with the CHC Debtor Parties and CHC Support Services, the “**Parties**,” and each a “**Party**”), substantially in the form annexed to the Motion as **Exhibit B** (the “**Settlement Agreement**”), which provides for, *inter alia*, (i) the Debtors’ assumption of certain agreements with the Sikorsky Parties; (ii) the payment of certain cure amounts relating to the assumption of such agreements; (iii) the Debtors’ entry into an amended and restated helicopter purchase agreement (the “**Amended and Restated 2013 Helicopter Sales Agreement**”), the form of which is attached to the Settlement Agreement as **Exhibit B**, and (iv) the resolution of all of the Sikorsky Parties’ prepetition claims, whether asserted or not, including reclamation demands and claims under section 503(b) of the Bankruptcy Code (collectively, the “**Claims**”), including in the asserted amount and priority as set forth on the schedule annexed to the Settlement Agreement as **Exhibit A**, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding

pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box

942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The CHC Debtor Parties are authorized, but not directed, to enter into the Settlement Agreement and the Debtors are authorized to perform all obligations set forth therein.
3. The Settlement Agreement, and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Settlement Agreement.

5. The Debtors are authorized to assume, pursuant to section 365 of the bankruptcy code, (i) any and all surviving obligations under the Sikorsky Agreements, as amended by the Settlement Agreement or any other agreement and (ii) with the exception of the Excluded Agreements (as defined in the Motion), to assume all other executory contracts between any of the Debtors and any of the Sikorsky Parties or any of their affiliates, including all surviving obligations thereunder constituting an executory contract.

6. SIOI is authorized to retain and apply \$4,000,000 (the “**Cure Amount**”) of the \$18,240,850 of previously unapplied deposits and prepayments under the S-92 New Helicopter Sales Agreement dated September 11, 2013, Sikorsky reference # 92I09289, as amended by Amendment 1 dated August 6, 2014 and Amendments 2, 3 and 4 dated January 27, 2015 (as so amended, the “**Original 2013 Helicopter Sales Agreement**”), and the automatic stay is hereby modified to the extent necessary to permit such retention and application.

7. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Amended and Restated 2013 Helicopter Sales Agreement.

8. The remaining \$14,240,850 of previously unapplied deposits and prepayments under the Original 2013 Helicopter Sales Agreement shall be used, retained, or applied, as applicable, in accordance with the terms of the Amended and Restated 2013 Helicopter Sales Agreement

9. Retention and application by SIOI of the Cure Amount shall fully and finally satisfy all prepetition claims, whether asserted or not, of any of the Sikorsky Parties, including any cure any defaults under any of the agreements being assumed in connection with the Settlement Agreement.

10. Upon SIOI's retention and application of the Cure Amount, each of the Claims identified on Exhibit A to the Settlement Agreement shall be deemed satisfied, and shall be expunged from the claims register, without further action required by any of the Debtors or the Sikorsky Parties.

11. The releases contained in section 11 of the Settlement Agreement are approved.

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

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

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

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

END OF ORDER

RESPECTFULLY SUBMITTED,

WEIL, GOTSHAL & MANGES LLP

/s/ Stephen A. Youngman

Stephen A. Youngman (22226600)
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
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-and-

Gary T. Holtzer (*pro hac vice*)
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kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

SCHEDULE "E"

Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under a Restructuring Lease Term Sheet with Waypoint Leasing (Ireland) Limited and Assume Certain Unexpired Leases and Executory Contracts with Waypoint Leasing (Ireland) Limited and Certain of its Affiliates



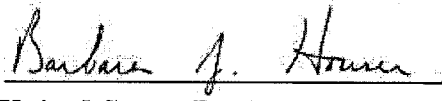
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
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The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 23, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
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CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE AND FEDERAL RULES
OF BANKRUPTCY PROCEDURE 6004(h), 6006 AND 9019 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**

Upon the motion dated January 23, 2017 (the "**Motion**")¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant to sections 105(a), 363(b)(1) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6004(h), 6006 and 9019, seeking to authority to (I) enter into, and perform under, a Term Sheet Regarding Restructuring

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

of Lease Transactions for Certain Rotor Wing Aircraft and Certain Other Transactions, dated as of January 23, 2017 (together with all exhibits to such restructuring lease term sheet, the “**Term Sheet**”) related to certain helicopters (the “**Helicopters**”) and the associated agreements (the “**Existing Operative Documents**”), between the Debtors and Waypoint Leasing (Ireland) Limited and several of its affiliates (collectively, “**Waypoint**”), and (II) assume certain unexpired leases and executory contracts related to the Helicopters and identified on **Schedule 1** to this Order, as amended by the Term Sheet (the “**New Operative Documents**”) related to the Helicopters, and upon consideration of (i) the Del Genio Declaration and (ii) the Declaration of David W. Fowkes in Support of the Debtors' Motions for Orders Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h), 6006 and 9019 Authorizing the Debtors to Enter into and Perform Under (A) Restructuring Lease Term Sheets and Settlement Agreements with Certain Helicopter Lessor Parties and (B) Framework Agreements with Export Development Canada, Lombard North Central Plc, and The Royal Bank of Scotland Plc [Docket No. 1653]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of

the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to Waypoint; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby

ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under the Term Sheet.
3. The Term Sheet, and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.

4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Term Sheet.

5. Subject to the occurrence of the Approval Order Effective Date (as defined in the Term Sheet), Waypoint shall receive allowed general unsecured non-priority pre-petition claims against the estates of the Debtors as set forth below in full satisfaction of any and all claims related to Waypoint's rejected aircraft and any modifications of the Existing Operative Documents regarding the Helicopters:

<u>Debtor Entity</u>	<u>Claim Amount</u>	<u>Plan Classification</u>
Capital Aviation Services B.V.	\$1,000,000	Allowed Primary General Unsecured Claim in Class 7
CHC Helicopters (Barbados) Limited	\$83,300,000	Allowed Primary General Unsecured Claim in Class 7
CHC Helicopters (Barbados) SRL	\$99,800,000	Allowed Primary General Unsecured Claim in Class 7
Heli-One Leasing ULC	\$25,800,000	Allowed Primary General Unsecured Claim in Class 7
Heliworld Leasing Limited	\$36,900,000	Allowed Primary General Unsecured Claim in Class 7
CHC Leasing (Ireland) Limited	\$17,700,000	Allowed Primary General Unsecured Claim in Class 7
Heli-One Canada ULC	\$8,900,000	Allowed Primary General Unsecured Claim in Class 7
6922767 Holding SARL	\$273,400,000	Allowed Secondary General Unsecured Claim in Class 7
Capital Aviation Services B.V.	\$9,800,000	Allowed Secondary General Unsecured Claim in Class 7
CHC Helicopter Australia Pty. Ltd.	\$87,800,000	Allowed Secondary General Unsecured Claim in Class 7
CHC Helicopter S.A.	\$159,100,000	Allowed Secondary General Unsecured Claim in Class 7
CHC Helicopters (Barbados) Limited	\$74,200,000	Allowed Secondary General Unsecured Claim in Class 7
Heli-One Leasing ULC	\$62,000,000	Allowed Secondary General Unsecured Claim in Class 7
Heliworld Leasing Limited	\$67,900,000	Allowed Secondary General Unsecured Claim in Class 7
CHC Leasing (Ireland)	\$21,800,000	Allowed Secondary General Unsecured Claim

Limited		in Class 7
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6. Subject to the occurrence of the Lease Amendment Effective Date, the Debtors are authorized to assume, pursuant to section 365 of the Bankruptcy Code, the New Operative Documents and each related operative document to which a Debtor is a party that is integral to the New Operative Documents.

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

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

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

Schedule 1

General Notes to the Assumption of Existing Operative Documents

The assumption of the Existing Operative Documents shall be subject to the occurrence of the Lease Amendment Effective Date and the following provisions:

1. Neither the exclusion nor the inclusion of a lease or contract by the Debtors on the list of Existing Operative Documents, nor anything contained in the Motion, shall constitute an admission by the Debtors that any such document is an unexpired lease or executory contract or that any Debtor, or its respective affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain documents that have or may have either terminated or expired (or will terminate or expire) prior to the hearing on the Motion pursuant to the terms of such leases or contracts.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents set forth on the list of Existing Operative Documents without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease or financing transaction are currently described, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, (x) any lessee consent to any leveraging transaction in connection with any lease, (y) any residual value guarantee issued for the benefit of any Debtor and (z) any security assignments in connection with any listed aircraft sublease and sub-sublease) also will be deemed to be part of this Order and the list of Existing Operative Documents and each related operative document, whether described herein or deemed to be part of this Order, shall be assumed if the related aircraft lease is assumed unless (i) such operative document has otherwise been rejected or (ii) a term sheet filed with the Court expressly provides for termination, replacement or other discontinuance of such operative document or any obligations of any Debtor, any affiliate thereof or any operator of the applicable aircraft under, with respect to or resulting from such operative document.

Row	Aircraft MSN	Existing Operative Documents
1	31319	<p>Amendment and Restatement Deed, dated as of March 11, 2015, between AE Helicopter (5) Limited, AE Helicopter (6) Limited, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., 6922767 Holding S.à.r.l. and CHC Helicopter S.A., but only in so far as it relates to msn 31319 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of March 11, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31319 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 5, dated as of March 11, 2015, between AE Helicopter (5) Limited and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 18, 2011, between Heliworld Leasing Limited and Lloyd Off-Shore Helicopters Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of February 15, 2011, between Heliworld Leasing Limited and Lloyd Off-Shore Helicopters Pty. Ltd., but only in so far as it relates to msn 31319 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of April 1, 2016, between CHC Helicopter Australia Pty. Ltd. (formerly Lloyd Off-Shore Helicopters Pty. Ltd.) and Lloyd Helicopters Pty Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 28, 2012, between CHC Helicopter Australia Pty. Ltd. (formerly Lloyd Off-Shore Helicopters Pty. Ltd.) and Lloyd Helicopters Pty Ltd., but only in so far as it relates to msn 31319 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
2	31320	<p>Amendment and Restatement Deed, dated as of March 11, 2015, between AE Helicopter (5) Limited, AE Helicopter (6) Limited, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., 6922767 Holding S.à.r.l. and CHC Helicopter S.A., but only in so far as it relates to msn 31319 and not any other aircraft, as the same has been or may from time to time be supplemented,</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of March 11, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31320 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 6, dated as of dated as of March 11, 2015, between AE Helicopter (6) Limited and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 18, 2011, between Heliworld Leasing Limited and Lloyd Off-Shore Helicopters Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of February 15, 2011, between Heliworld Leasing Limited and Lloyd Off-Shore Helicopters Pty. Ltd., but only in so far as it relates to msn 31320 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of April 1, 2016, between CHC Helicopter Australia Pty. Ltd. (formerly Lloyd Off-Shore Helicopters Pty. Ltd.) and Lloyd Helicopters Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 28, 2012, between CHC Helicopter Australia Pty. Ltd. (formerly Lloyd Off-Shore Helicopters Pty. Ltd.) and Lloyd Helicopters Pty Ltd., but only in so far as it relates to msn 31320 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
3	31041	<p>Amendment and Restatement Deed, dated as of January 27, 2015, between Bank of Utah, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31041 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of January 27, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31041 and not any other aircraft, as the same has been or may from time to time be</p>

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		<p>supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 9, dated as of January 27, 2015, between Bank of Utah and Capital Aviation Services, B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of January 27, 2015, between Capital Aviation Services B.V. and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of July 3, 2014, between Capital Aviation Services B.V. and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31041 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
4	31046	<p>Amendment and Restatement Deed, dated as of January 27, 2015, between Bank of Utah, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31046 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of January 27, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31046 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 8, dated as of January 27, 2015, between Bank of Utah and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of August 18, 2015, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of August 18, 2015, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31046 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
5	31308	<p>Amendment and Restatement Deed, dated as of January 27, 2015, between Bank of Utah, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Limited, Heliworld Leasing Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31046 and not any other aircraft, as the same has</p>

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		<p>been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of January 27, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31308 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 4, dated as of January 27, 2015, between Bank of Utah and CHC Helicopters (Barbados) SRL, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of September 10, 2010, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of October 30, 2014, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited, but only in so far as it relates to msn 31308 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
6	920030	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 920030 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 6, dated as of November 21, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of April 17, 2014, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, but only in so far as it relates to msn 920030 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
7	920112	<p>Amendment and Restatement Agreement, dated as of January 29, 2015, between Bank of Utah, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty.</p>

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		<p>Ltd. and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of January 29, 2015, between Bank of Utah and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of January 29, 2015, between Bank of Utah and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of January 29, 2015, between Heli-One Leasing ULC and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of August 29, 2008, between Heli-One Leasing ULC and Capital Aviation Services B.V., but only in so far as it relates to msn 920112 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of January 29, 2015, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of August 29, 2008, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., but only in so far as it relates to msn 920112 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
8	920113	<p>Amendment and Restatement Agreement, dated as of April 14, 2015, between Bank of Utah, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of April 14, 2015, between Bank of Utah and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of April 14, 2015, between Bank of Utah and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 30, 2009, between</p>

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		<p>Heli-One Leasing Inc. and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 6, 2009, between Heli-One Leasing Inc. and Capital Aviation Services B.V., but only in so far as it relates to msn 920113 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of April 14, 2015, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 6, 2009, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., but only in so far as it relates to msn 920113 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
9	920152	<p>Amendment and Restatement Agreement, dated as of March 2, 2016, between Bank of Utah, Heliworld Leasing Limited , Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of March 2, 2016, between Bank of Utah and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of March 2, 2016, between Bank of Utah and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of May 17, 2012, between Heliworld Leasing Limited and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of May 17, 2012, between Heliworld Leasing Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 920152 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of March 2, 2016, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from</p>

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		<p>time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of May 17, 2012, Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A, but only in so far as it relates to msn 920152 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
10	920024	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 920024 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 5, dated as of November 21, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of April 17, 2014, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, but only in so far as it relates to msn 920024 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
11	920141	<p>Amendment and Restatement Agreement, dated as of March 2, 2016, between Bank of Utah, CHC Leasing (Ireland) Limited, Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A. and CHC Helicopter Australia Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of March 2, 2016, between Bank of Utah and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of March 2, 2016, between Bank of Utah and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 23, 2011 between CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 23, 2011,</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>between CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 920141 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of March 2, 2016, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of August 29, 2008, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., but only in so far as it relates to msn 920112 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
12	920047	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 920047 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 9, dated as of December 19, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of April 23, 2014, between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of June 20, 2008, between CHC Helicopters (Barbados) Limited and CHC Helikopter Service AS, but only in so far as it relates to msn 920047 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
13	920117	<p>Amendment and Restatement Agreement, dated as of April 14, 2015, between Waypoint Asset Co. 6 Limited, CHC Helicopters (Barbados) Limited, Heli-One Leasing ULC, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of April 14, 2015, between Waypoint Asset Co. 6 Limited and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of April 14, 2015,</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>between Waypoint Asset Co. 6 Limited and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of January 5, 2010, between CHC Helicopters (Barbados) Limited and CHC Norway A.S., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of January 5, 2010, between CHC Helicopters (Barbados) Limited and CHC Norway A.S., but only in so far as it relates to msn 920117 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
14	920125	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 920125 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 2, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of March 27, 2014, between CHC Helicopters (Barbados) Limited and CHC Scotia Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Ltd., but only in so far as it relates to msn 920125 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended</p>
15	920095	<p>Amendment and Restatement Agreement, dated as of March 10, 2015, between Waypoint Asset Company Number 1 (Ireland) Ltd, Heli-One Leasing ULC, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopters (Barbados) Limited, CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of March 10, 2015, between Waypoint Asset Company Number 1 (Ireland) Ltd and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of March 10, 2015,</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>between Waypoint Asset Company Number 1 (Ireland) Ltd and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of March 10, 2015, between Heli-One Leasing ULC and CHC Helikopter Service AS, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of July 24, 2008, between Heli-One Leasing Inc. and CHC Helikopter Service AS, but only in so far as it relates to msn 920095 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
16	920153	<p>Amendment and Restatement Agreement, dated as of April 7, 2016, between Bank of Utah, Heliworld Leasing Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A. and CHC Helicopter Australia Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of April 7, 2016, between Bank of Utah and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of April 7, 2016, between Bank of Utah and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of December 20, 2011, between Heliworld Leasing Limited and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 20, 2011, between Heliworld Leasing Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 920153 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of April 7, 2016, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 20, 2011, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., but only in so far as it relates to msn 920153 and not any other aircraft, as the same has been or may from time to time be supplemented,</p>

Row	Aircraft MSN	Existing Operative Documents
		modified or amended.
17	31295	<p>Amendment and Restatement Agreement, dated as of January 27, 2015, between Bank of Utah, CHC Helicopters (Barbados) SRL, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., Capital Aviation Services B.V. and Heliworld Leasing Limited, but only in so far as it relates to msn 31295 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of January 27, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31295 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 9, dated as of January 27, 2015, between Bank of Utah and CHC Helicopters (Barbados) SRL, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, but only in so far as it relates to msn 31295 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of December 19, 2011, between CHC Scotia Limited and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Scotia Limited and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31295 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
18	31407	<p>Master Lease Facility Agreement, dated as of October 10, 2011, between Leonardo Helicopter (1) LLC and CHC Leasing (Ireland) Limited, but only in so far as it relates to msn 31407 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule, dated as of March 1, 2012, between Leonardo Helicopter (3) LLC and Heliworld Leasing Limited, as the same has been or may from time to</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of October 26, 2015, between Heliworld Leasing Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of February 28, 2006, between Heliworld Leasing Limited and CHC Scotia Limited, but only in so far as it relates to msn 31407 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
19	31444	<p>Master Lease Facility Agreement, dated as of November 6, 2012, between Leonardo Helicopter (6) LLC and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 31444 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule, dated as of November 7, 2012, between Leonardo Helicopter (6) LLC and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 28, 2012, between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of September 14, 2008, between CHC Helicopters (Barbados) Limited and Heliworld Leasing Limited, but only in so far as it relates to msn 31444 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 28, 2012, between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of September 28, 2012, between Heliworld Leasing Limited and CHC Helicopter Australia Pty. Ltd., but only in so far as it relates to msn 31444 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 28, 2012, between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of September 28, 2012, between CHC Helicopter Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd., but only in so far as it relates to msn 31444 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>

Row	Aircraft MSN	Existing Operative Documents
20	31492	<p data-bbox="483 268 1487 436">Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 31492 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 474 1487 604">Lease Schedule No. 3, dated as of October 21, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 642 1487 747">Aircraft Specific Lease Agreement, dated as of December 9, 2014, between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 785 1487 953">Aircraft Lease General Terms Agreement, dated as of September 15, 2008, between CHC Helicopters (Barbados) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31492 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 991 1487 1121">Amendment and Restatement Agreement to Aircraft Specific Lease Agreement, dated as of March 30, 2015, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 1159 1487 1289">Aircraft Lease General Terms Agreement, dated as of August 29, 2008, between Capital Aviation Services B.V. and BHS – Brazilian Helicopter Services Taxi Aereo S.A., but only in so far as it relates to msn 31492 and not any other aircraft, as the same has been or may from time to time be supplemented</p>
21	920022	<p data-bbox="483 1333 1487 1501">Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd., and CHC Helicopters (Barbados) Limited but only in so far as it relates to msn 920022 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 1539 1487 1669">Lease Schedule No. 1, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p data-bbox="483 1707 1487 1812">Aircraft Specific Lease Agreement, dated as of June 30, 2016, between Heli-One Canada ULC. and CHC Helikopter Service AS, as the same has been or may from time to time be supplemented, modified or amended.</p>

Row	Aircraft MSN	Existing Operative Documents
		Aircraft Lease General Terms Agreement, dated as of July 16, 2014, between Heli-One Canada Inc. and CHC Helikopter Service AS, but only in so far as it relates to msn 920022 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.
22	920110	<p>Amendment and Restatement Agreement, dated as of January 29, 2015, between Waypoint Asset Co. 3 Limited, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Agreement, dated as of January 29, 2015, between Waypoint Asset Co. 3 Limited and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Supplement No. 1, dated as of January 29, 2015, between Waypoint Asset Co. 3 Limited and Heli-One Leasing ULC, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of January 29, 2015, between Heli-One Leasing ULC and CHC Helikopter Service A.S., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of July 24, 2008, between Heli-One Leasing Inc. and CHC Helikopter Service AS, but only in so far as it relates to msn 920110 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
23	31203	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd., and CHC Helicopters (Barbados) Limited but only in so far as it relates to msn 31203 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 13, dated as of November 25, 2014, between Wells Fargo Bank Northwest, N.A. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of November 25, 2014, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 19, 2011, between CHC Helicopters (Barbados) Limited and CHC Scotia Ltd., but only in so far as it relates to msn 31203 and not any other aircraft, as the same has been</p>

Row	Aircraft MSN	Existing Operative Documents
		or may from time to time be supplemented, modified or amended
24	31255	<p>Amendment and Restatement Agreement, dated as of January 27, 2015, between Bank of Utah, Heli-One Leasing ULC, CHC Helicopters (Barbados) Limited, 6922767 Holding S.à.r.l., CHC Helicopter S.A., CHC Helicopter Australia Pty. Ltd. and Heliworld Leasing Limited, but only in so far as it relates to msn 31255 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Terms Agreement, dated as of January 27, 2015, between Bank of Utah, AE Helicopter (5) Limited, AE Helicopter (6) Limited, CHC Helicopters (Barbados) Limited, Heli-one Leasing ULC, Heliworld Leasing Limited, CHC Helicopter Australia Pty. Ltd., CHC Leasing (Ireland) Limited and Capital Aviation Services B.V., but only in so far as it relates to msn 31255 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Amended and Restated Lease Schedule No. 1, dated as of January 27, 2015, between Bank of Utah and CHC Helicopters (Barbados) SRL, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of January 27, 2015, between CHC Helicopters (Barbados) SRL and CHC Scotia Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of October 1, 2009, between CHC Helicopters (Barbados) Limited and CHC Scotia Limited, but only in so far as it relates to msn 31255 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
25	31498	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 31498 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 4, dated as of October 31, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 5, 2016, between CHC Helicopters (Barbados) SRL and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 5, 2016, between</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>Heliworld Leasing Limited and CHC Australia Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 28, 2012, between Heliworld Leasing Limited and CHC Australia Pty. Ltd., but only in so far as it relates to msn 31498 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 5, 2016, between CHC Australia Pty. Ltd., and Lloyd Helicopters Pty. Ltd., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of November 28, 2012, between CHC Australia Pty. Ltd. and Lloyd Helicopters Pty. Ltd., but only in so far as it relates to msn 31498 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
26	31431	<p>Master Lease Facility Agreement, dated as of April 29, 2013, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, but only in so far as it relates to msn 31431 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule No. 7, dated as of March 5, 2014, between Waypoint Asset Company Number 1 (Ireland) Ltd. and CHC Helicopters (Barbados) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of March 5, 2014, between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of June 5, 2008, between CHC Helicopters (Barbados) Limited and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31431 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
27	31387	<p>Master Lease Facility Agreement, dated as of October 10, 2011, between Leonardo Helicopter (1) LLC and CHC Leasing (Ireland) Limited, but only in so far as it relates to msn 31387 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule, dated as of December 5, 2011, between Leonardo Helicopter (1) LLC and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p>

Row	Aircraft MSN	Existing Operative Documents
		<p>Aircraft Specific Lease Agreement, dated as of December 5, 2011, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 5, 2011, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31387 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended</p>
28	31406	<p>Master Lease Facility Agreement, dated as of October 10, 2011, between Leonardo Helicopter (1) LLC and CHC Leasing (Ireland) Limited, but only in so far as it relates to msn 31406 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Schedule, dated as of February 24, 2012, between Leonardo Helicopter (2) LLC and Heliworld Leasing Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of February 24, 2012, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 5, 2011, between Heliworld Leasing Limited and CHC Helicopters Netherlands B.V., but only in so far as it relates to msn 31406 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>
29	920150	<p>Lease Agreement, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Lease Supplement No. 1, dated as of December 20, 2011, between SE Helicopter (12) LLC and CHC Leasing (Ireland) Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Specific Lease Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland Limited, as the same has been or may from time to time be supplemented, modified or amended.</p> <p>Aircraft Lease General Terms Agreement, dated as of December 20, 2011, between CHC Leasing (Ireland) Limited and CHC Ireland Limited, but only in so far as it relates to msn 920150 and not any other aircraft, as the same has been or may from time to time be supplemented, modified or amended.</p>

SCHEDULE "F"

**Order Granted February 23, 2017, Granting Debtors' Motion 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**



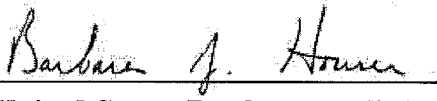
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 23, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105, 363, AND 365 OF THE BANKRUPTCY CODE AND FEDERAL RULES
OF BANKRUPTCY PROCEDURE 6004(h), 6006, AND 9019 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**

Upon the motion dated January 24, 2017 (the "**Motion**")¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant to sections 105(a), 363(b), and 365(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6004(h), 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy**

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

Rules”), respectfully requesting entry of an order authorizing the Debtors to enter into, and perform under, the 2017 Omnibus Restructure Agreement, between Airbus Helicopters (SAS) and the Debtors, dated as of January 24, 2017 (together with all exhibits and schedules thereto, the **“Restructure Agreement”**) regarding certain executory contracts between the Debtors and Airbus Helicopters (SAS) (**“Airbus”**) and settlement of related claims, and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and

Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to the Lessor; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby

ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a), 363(b)(1) and 365(a) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under the Restructure Agreement.
3. The Restructure Agreement, and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Restructure Agreement.
5. Subject to the occurrence of the Effective Date, the Debtors are authorized to assume, pursuant to section 365 of the Bankruptcy Code, the Airbus Assumed Agreements (as defined in the Motion), as amended by the Restructure Agreement.

6. Subject to the occurrence of the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Airbus Terminated Agreements shall be deemed rejected and terminated.

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

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

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "G"

Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under Framework Agreements with Export Development Canada, Lombard North Central PLC and Royal Bank of Scotland PLC and to Obtain Postpetition Financing in Accordance with the Framework Loan Agreements



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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 23, 2017

A handwritten signature in black ink, appearing to read "Barbara J. Houser".

United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTIONS 105, 362, 363 AND 364 OF THE BANKRUPTCY CODE AND FEDERAL RULES OF BANKRUPTCY PROCEDURE 6004(h) AND 9019 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 WITH RESPECT TO AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBERS 2053, 2067, 2139, 31209, 920051, 920052, AND 920097, (ii) OBTAIN POSTPETITION FINANCING IN ACCORDANCE WITH THE LOAN AGREEMENTS ATTACHED TO THE FRAMEWORK 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 WITH RESPECT TO AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBERS 2395, 2567, 760687, 760711, 760743 AND 760697

Upon the motion dated January 25, 2017 (the “**Motion**”)¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the “**Debtors**”), pursuant to sections 105(a), 362, 363(b) and 364(c) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6004(h) and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), respectfully requesting entry of an order, substantially in the form attached hereto as **Exhibit B** (the “**Order**”), authorizing the Debtors to (i) enter into, and perform under, seven framework agreements (each, together with all exhibits and schedules attached to such framework agreement, a “**Framework Agreement**”, and together, the “**Framework Agreements**”), related to (A) three (3) Airbus Helicopters AS332L model helicopters with manufacturer’s serial numbers 2053 (“**MSN 2053**”), 2067 (“**MSN 2067**”), and 2139 (“**MSN 2139**”), (B) one (1) AgustaWestland AW139 model helicopter with manufacturer’s serial number 31209 (“**MSN 31209**”), and (C) three (3) Sikorsky S92A model helicopters with manufacturer’s serial numbers 920051 (“**MSN 920051**”), 920052 (“**MSN 920052**”) and 920097 (“**MSN 920097**” and, together with MSN 2053, MSN 2067, MSN 2139, MSN 31209, MSN 920051 and MSN 920051, the “**Restructured Helicopters**”) and the related Transaction Documents (as defined in each of the Framework Agreements), among CHC Cayman Borrower II Limited (the “**Buyer**”), Export Development Canada (“**EDC**”) both in its capacity as the new security trustee, the existing lender and the new lender (the “**New Security Trustee**,” “**Existing Lender**” and “**New Lender**,” respectively), and Lombard North Central Plc as the seller and existing lessor (the “**Seller**” and the “**Existing Lessor**,” respectively), in addition to other parties set forth in the Framework Agreements, (ii) enter into and perform under new loan agreements (each, together with all exhibits and schedules to such new loan agreement, a “**New Loan Agreement**”, and,

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

together, the “**New Loan Agreements**”) attached as Schedule 2 to each Framework Agreement, with the New Lender and the New Security Trustee totaling an aggregate \$73 million of post-petition financing secured by the Helicopters pursuant to the Aircraft Security Agreements (as defined in each Framework Agreement) attached as Schedule 3 to each Framework Agreement; and (iii) enter into, and perform under, settlement agreements (each, a “**Settlement Agreement**”, and together, the “**Settlement Agreements**”) among the Existing Lessor, the Existing Lender and The Royal Bank of Scotland PLC (the “**Existing Security Trustee**”, and, together with the Existing Lessor and the Existing Security Trustee, the “**Claimants**,” and each, a “**Claimant**”), related to the settlement of claims arising out of (A) the rejection of the agreements related to two (2) Airbus Helicopters AS332L2 model helicopters with manufacturer’s serial numbers 2395 (“**MSN 2395**”) and 2567 (“**MSN 2567**”), and three (3) Sikorsky S76C++ model helicopters with manufacturer’s serial numbers 760687 (“**MSN 760687**”), 760711 (“**MSN 760711**”), and 760743 (“**MSN 760743**” and together with MSN 2395, MSN 2567, MSN 760687 AND MSN 760611, the “**Rejected Helicopters**”) and (B) the consensual rejection and return of one (1) Sikorsky S76C++ model helicopter with manufacturer’s serial number 760697 (“**MSN 760797**”, and together with the Rejected Helicopters, the “**Settlement Agreement Helicopters**”), and upon consideration of (i) the Del Genio Declaration and (ii) the Declaration of David W. Fowkes in Support of the Debtors' Motions for Orders Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h), 6006 and 9019 Authorizing the Debtors to Enter into and Perform Under (A) Restructuring Lease Term Sheets and Settlement Agreements with Certain Helicopter Lessor Parties and (B) Framework Agreements with Export Development Canada, Lombard North Central Plc, and The Royal Bank of Scotland Plc [Docket No. 1653]; and the Court having jurisdiction to consider the Motion and

the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to the Existing Lessor; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having

considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under each of the Framework Agreements and each of the Settlement Agreements.
3. The Framework Agreements and the Settlement Agreements, and the transactions contemplated in the Framework Agreements, including the New Loan Agreements and Aircraft Security Agreements (as defined in the Framework Agreements), represent a valid exercise of the Debtors' business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as necessary or appropriate to implement and effectuate the entry into, and performance under, the Framework Agreements (including, but not limited to the New Loan Agreements and Aircraft Security Agreements) and the Settlement Agreements.
5. Pursuant to Section 364(c) of the Bankruptcy Code, the Debtors are hereby authorized enter into, and perform under, the New Loan Agreements and the Aircraft Security Agreements, and are authorized to obtain postpetition financing in accordance with the provisions of the New Loan Agreements and the Aircraft Security Agreements.
6. Pursuant to Section 364(e) of the Bankruptcy Code, all liens granted on the Restructured Helicopters pursuant to the Loan Agreements and the Aircraft Security Agreements, and any payments made by the Debtors pursuant to the Loan Agreements, shall be binding (subject to the terms of this Order) on the Debtors, any trustee or examiner, the Existing

Lender, the Existing Lessor, Existing Security Trustee, the New Lender, the New Security Trustee and all creditors of the Debtors, as provided in section 364(e) of the Bankruptcy Code.

7. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby lifted, as necessary, to permit the Debtors to extend liens on the Restructured Helicopters to the New Security Trustee, and to make payments pursuant to, or otherwise carry out the provisions of, the Loan Agreements and the Aircraft Security Agreements.

8. Pursuant to sections 363 and 365 of the Bankruptcy Code, upon the Title Transfer Date (as defined in each Framework Agreement), each Restructured Helicopter shall absolutely vest and be transferred to the Buyer, and, other than the liens, security interests, claims and obligations held by the New Security Trustee and the New Lender under the Transaction Documents (as defined in each Framework Agreement), such transfer shall be free and clear of any and all security interests (whether contractual, statutory, or otherwise), liens, claims and obligation; provided, however, that nothing contained in this Order shall derogate from the terms of the Transaction Documents with respect to, and the subject Restructured Helicopters shall not be free and clear of, the liens, claims, security and obligations held by the New Security Trustee and the New Lender under such Transaction Documents

9. Pursuant to the Framework Agreements, as damages for any breach, termination, rejection or modification of the Existing Lease Agreement and all other Existing Operative Documents (each as defined in each Framework Agreement) (including, without limitation, any unpaid rent for any period prior to the Petition Date), the Existing Lender shall receive a separate and distinct stipulated, allowed general unsecured non-priority pre-petition claim as set forth below:

(a) With respect to MSN 2053,

- (i) an Allowed Primary General Unsecured Claim (as defined in the Framework Agreement) classified in Heliworld Leasing Limited's Class 7 General Unsecured Claims class of \$1,606,743, and
 - (ii) an Allowed Secondary General Unsecured Claim (as defined in the Framework Agreement) classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,606,743;
- (b) With respect to MSN 2067,
 - (i) an Allowed Primary General Unsecured Claim classified in CHC Helicopters (Barbados) SRL's Class 7 General Unsecured Claims class of \$1,428,571, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,428,571;
- (c) With respect to MSN 2139,
 - (i) an Allowed Primary General Unsecured Claim classified in CHC Helicopters (Barbados) SRL's Class 7 General Unsecured Claims class of \$1,428,571, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,428,571;
- (d) With respect to MSN 31209, an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of 1,437,656;
- (e) With respect to MSN 920051,
 - (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$1,428,571, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,428,571;
- (f) With respect to MSN 920052,
 - (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$1,428,571, and

(ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,428,571; and

(g) With respect to MSN 920097,

(i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$2,370,055, and

(ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$2,370,055.

13. 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, and without the need for any of the Claimants to file proofs of claim or request for payment or take any other action, the Existing Lender shall receive separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims as set forth below:

(a) With respect to MSN 2395,

(i) an Allowed Primary General Unsecured Claim classified in CHC Helicopters (Barbados) SRL's Class 7 General Unsecured Claims class of \$1,813,944, and

(ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$1,813,944;

(b) With respect to MSN 2567,

(i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$2,374,055, and

(ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$2,374,055;

(c) With respect to MSN 760687,

- (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$1,050,935, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,050,935;
- (d) With respect to MSN 760711,
 - (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$1,726,801, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,726,801;
- (e) With respect to MSN 760743,
 - (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$1,562,736, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,562,736;
- (f) With respect to MSN 760697,
 - (i) an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims (as defined in the Framework Agreement) class of \$1,004,045, and
 - (ii) an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$1,004,045.

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

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

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "H"

**Order Granted February 23, 2017, Granting Debtors' Motion Authorizing the
Debtors to Enter into and Perform Under Restructuring Lease Term Sheets
with Lombard North Central PLC**



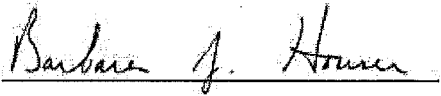
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 23, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND FEDERAL RULES OF
BANKRUPTCY PROCEDURE 6004(h) AND 9019 AUTHORIZING THE DEBTORS TO
(i) ENTER INTO AND PERFORM UNDER RESTRUCTURING LEASE TERM
SHEETS WITH LOMBARD NORTH CENTRAL PLC WITH RESPECT TO AIRCRAFT
WITH MANUFACTURER'S SERIAL NUMBERS 31155, 920034, AND 920127 AND (ii)
ENTER INTO AND PERFORM UNDER SETTLEMENT AGREEMENTS WITH
LOMBARD NORTHCENTRAL PLC WITH RESPECT TO AIRCRAFT WITH
MANUFACTURER'S SERIAL NUMBERS 2707 AND 760720

Upon the motion dated January 17, 2017 (the “**Motion**”)¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code and Bankruptcy Rules 6004(h) and 9019, seeking to authority to (i) enter into, and perform under, restructuring lease term sheets (together with all exhibits to such restructuring lease term sheets, the “**Term Sheets**” and each, a “**Term Sheet**”), related to the following three (3) helicopters (the “**Helicopters**”): (A) a Term Sheet related to an AgustaWestland Model AW139 helicopter with manufacturer’s serial number 31155 (“**MSN 31155**”) between Lombard North Central Plc (the “**Lessor**”) and one or more of its affiliates, and Heliworld Leasing Limited, (B) a Term Sheet related to a Sikorsky Model S92A helicopter with manufacturer’s serial number 920034 (“**MSN 920034**”) between the Lessor and one or more of its affiliates and Heli-One Leasing ULC, and (C) a Term Sheet related to a Sikorsky Model S92A helicopter with manufacturer’s serial number 920127 (“**MSN 920127**”) between the Lessor and one or more of its affiliates and CHC Helicopters (Barbados) Limited, and the associated agreements (the “**Existing Operative Documents**”), and (ii) enter into, and perform under, settlement agreements (together, the “**Settlement Agreements**” and each, a “**Settlement Agreement**”) between the Lessor and one or more of its affiliates and CHC Helicopters (Barbados) SRL with respect MSN 2707 (as defined below), and between the Lessor and one or more of its affiliates and Heli-One Leasing ULC with respect to MSN 760720 (as defined below), related to the settlement of claims arising out of the rejection of the agreements related to an Airbus EC 225 helicopter with manufacturer’s serial number 2707 (“**MSN 2707**”) and a Sikorsky Model S76C++ helicopter with manufacturer’s serial number 760720 (“**MSN 760720**”, together with MSN 2707, the “**Rejection Helicopters**”); and upon consideration of (i) the Del

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

Genio Declaration and (ii) the Declaration of David W. Fowkes in Support of the Debtors' Motions for Orders Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6004(h), 6006 and 9019 Authorizing the Debtors to Enter into and Perform Under (A) Restructuring Lease Term Sheets and Settlement Agreements With Certain Helicopter Lessor Parties and (B) Framework Agreements With Export Development Canada, Lombard North Central Plc, and The Royal Bank of Scotland Plc [Docket No. 1653]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the

9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to the Lessor; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under the Term Sheets and the Settlement Agreements.
3. The Term Sheets and the Settlement Agreements, and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Term Sheets and the Settlement Agreements.
5. With the effect as of the Lease Amendment Effective Date (as defined in the Term Sheets), and as set forth in more detail in the Term Sheets, including, without limitation, section 4.2 thereof, the Lessor shall receive separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims against the estates of the various Debtors as set forth below:

a) With respect to MSN 31155:

- i. an Allowed Primary General Unsecured Claim (as defined in the Term Sheets) classified in Heliworld Leasing Limited's Class 7 General Unsecured Claims (as defined in the Term Sheets) class of \$315,855.70; and
- ii. an Allowed Secondary General Unsecured Claim (as defined in the Term Sheets) classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$315,855.70.

b) With respect to MSN 920034:

- i. an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$125,117.26 ; and
- ii. an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$125,117.26.

c) With respect to MSN 920127:

- i. an Allowed Primary General Unsecured Claim classified in CHC Helicopters (Barbados) Limited's Class 7 General Unsecured Claims class of \$852,253; and
- ii. an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$852,253.

6. Upon the effectiveness of the Settlement Agreements and as set forth in more detail in the Settlement Agreements, and without the need for the Lessor to file proofs of claim or request for payment or take any other action, the Lessor shall receive separate and distinct stipulated, general unsecured non-priority pre-petition claims against the estates of the various Debtors as set forth below:

a) With respect to MSN 2707:

- i. an Allowed Primary General Unsecured Claim (as defined in the Settlement Agreements) classified in CHC Helicopters (Barbados)

SRL's Class 7 General Unsecured Claims (as defined in the Settlement Agreements) class of \$4,120,724; and

- ii. an Allowed Secondary General Unsecured Claim (as defined in the Settlement Agreements) classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$4,120,724.

b) With respect to MSN 760720:

- i. an Allowed Primary General Unsecured Claim classified in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$2,549,250; and
- ii. an Allowed Secondary General Unsecured Claim classified in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$2,549,250.

7. If the Settlement Agreements do not become effective, notwithstanding anything to the contrary set forth in the *Order Granting Debtors' Sixth Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code* [Docket No. 1492], claims arising out of the rejection of the leases, subleases and other operative documents related to the helicopter bearing manufacturer's serial number 760720 must be filed on or before 30 days after the earlier to occur of (x) Substantial Consummation (as defined in the Term Sheets) of any plan of reorganization filed by the Debtors in their current Chapter 11 cases and (y) the effective date (as defined in such plan) of such plan.

8. To the extent of any conflict between the Plan (as defined in the *Third Amended Joint Chapter 11 Plan of CHC Group Ltd. and Its Affiliated Debtors* [Docket No. 1633]) or the Confirmation Order (as defined in the Plan), on the one hand, and the Term Sheets, any of the Amended Operative Documents, the Settlement Agreements, or this Order (collectively with the Term Sheets, the Amended Operative Documents, and the Settlement Agreements, the "**Lombard Documents**"), on the other hand, the terms of the Lombard Documents shall govern.

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

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

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "I"

Order Granted March 3, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under a Settlement Agreement with ECN Capital (Aviation) Corp



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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed March 3, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16– 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND FEDERAL RULES OF
BANKRUPTCY PROCEDURE 6004(h) AND 9019 AUTHORIZING THE DEBTORS TO
ENTER INTO AND PERFORM UNDER A SETTLEMENT AGREEMENT WITH ECN
CAPITAL (AVIATION) CORP.**

Upon the motion dated February 28, 2017 [Docket No. 1772] (the “**Motion**”)¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Rules 6004(h) and 9019 of the Federal

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

Rules of Bankruptcy Procedure seeking the authority to enter into, and perform under, a settlement agreement (together with all exhibits to such agreement, the “**Settlement Agreement**”), between the Debtors and ECN Capital Aviation Corp. and its affiliates (the “**Lessor**”, together with the Debtors, the “**Parties**”), and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to the Lessor; and (x) all parties

who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under the Settlement Agreement.
3. The Settlement Agreement, and the transactions contemplated therein, represents a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Settlement Agreement.
5. Upon the effectiveness of the Settlement Agreement and as set forth in more detail in the Settlement Agreement, and without the need for the Lessor to file proofs of claim or request for payment or take any other action, the Lessor shall receive separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims against the estates of the Debtors as set forth below:

- a. an Allowed Primary General Unsecured Claim in CHC Helicopters (Barbados) SRL's Class 7 General Unsecured Claims class of \$85,700,000; and
- b. an Allowed Secondary General Unsecured Claim in CHC Helicopter S.A.'s Class 7 General Unsecured Claims class of \$85,700,000; and
- c. an Allowed Secondary General Unsecured Claim in CHC Helicopter Holding S.à.r.l.'s Class 7 General Unsecured Claims class of \$85,700,000; and
- d. an Allowed Secondary General Unsecured Claim in 6922767 Holding S.à.r.l.'s Class 7 General Unsecured Claims class of \$85,700,000; and
- e. an Allowed Secondary General Unsecured Claim in Heli-One Leasing ULC's Class 7 General Unsecured Claims class of \$85,700,000.

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

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

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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-and-

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "J"

Order Granted February 17, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter Into and Perform Under a Restructuring Lease Term Sheet with ANZ Leasing (VIC) PTY Ltd. and Assume Certain Unexpired Leases and Executory Contracts



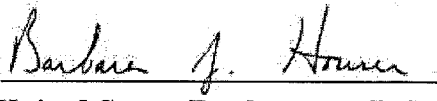
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 17, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16-31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE AND FEDERAL RULES
OF BANKRUPTCY PROCEDURE 6004(h), 6006 AND 9019 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 MANUFACTURER'S SERIAL NUMBERS 6597, 6604, 31114 AND
31126 AND (II) ASSUME CERTAIN UNEXPIRED LEASES AND EXECUTORY
CONTRACTS**

Upon the Debtors' Motion to Expedite (the "Motion to Expedite") the hearing on
*Debtors' Motion for an Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and
Federal Rules of Bankruptcy Procedure 6004(h) and 9019 Authorizing the Debtors to (i) Enter
Into and Perform Under a Restructuring Lease Term Sheet With ANZ Leasing (Vic) Pty. Ltd.*



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With Respect to Aircraft With Manufacturer's Serial Numbers 6597, 6604, 31114 and 31126 and (ii) Assume Certain Unexpired Leases and Executory Contracts (the "**Motion**") filed by CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"); and upon counsel to the Debtors' representation that (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Brown Rudnick LLP, counsel to an ad hoc consortium of holders of 9.375% senior unsecured notes due 2021, (v) Norton Rose Fulbright, counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, and (vi) Paul Hastings LLP, counsel to the administrative agent under the ABL Credit Agreement, have all consented to the expedited timeline requested in the Motion to Expedite, it is hereby ORDERED that:

1. The Motion to Expedite is granted;
2. The hearing on the Debtors' Motion shall be held on **March 3, 2017, at 9:00 a.m. (CT)**, before the Honorable Barbara J. Houser, United States Bankruptcy Judge, in Courtroom #2, on the 14th floor of the Bankruptcy Court.
3. Any objections to the Motion shall be filed and served upon counsel for the Debtors on or before **February 27, 2017 at 4:00 p.m. (CT)**.
4. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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-and-

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Attorneys for Debtors and Debtors in Possession

SCHEDULE "K"

Order Granted March 7, 2017, Granting Debtors' Motion Authorizing the Debtors to Enter into and Perform Under the Settlement Agreement with Turbomeca Regarding Certain of the Debtors' Executory Contracts



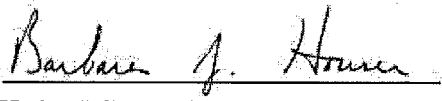
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed March 7, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTIONS 105, 363, AND 365 OF THE BANKRUPTCY CODE AND FEDERAL RULES
OF BANKRUPTCY PROCEDURE 6004(h), 6006, AND 9019 AUTHORIZING THE
DEBTORS TO ENTER INTO AND PERFORM UNDER THE SETTLEMENT
AGREEMENT WITH TURBOMECA REGARDING CERTAIN OF THE DEBTORS'
EXECUTORY CONTRACTS**

Upon the motion dated February 13, 2017 [Docket No. 1685] (the "**Motion**")¹ of CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant to sections 105(a), 363(b), and 365(a) of title 11 of the United States Code (the "**Bankruptcy**")

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



Code”) and Rules 6004(h), 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the **“Bankruptcy Rules”**), respectfully requesting entry of an order authorizing the Debtors to enter into, and perform under, the Settlement Agreement between Safran Helicopter Engines S.A.S. (formerly known as Turbomeca S.A.), certain of its affiliates (collectively, **“Turbomeca”**) and the Debtors, dated as of February 12, 2017 (together with all exhibits and schedules thereto, the **“Settlement Agreement”**) regarding certain executory contracts between the Debtors and Turbomeca and settlement of related claims, and upon consideration of the Del Genio Declaration, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors; (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020; (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement; (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement; (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International

Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the 9.375% Senior Notes due 2021; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) counsel to Turbomeca; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, and no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having considered the arguments of counsel made, and the evidence proffered and adduced, at the Hearing, it is hereby ORDERED that:

1. The relief requested in the Motion is hereby granted.
2. Pursuant to sections 105(a), 363(b) and 365(a) of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors are hereby authorized to enter into and perform under the Settlement Agreement.
3. The Settlement Agreement, and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.
4. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the entry into and performance under the Settlement Agreement.
5. Subject to the occurrence of the Effective Date, the Debtors are authorized to assume, pursuant to section 365 of the Bankruptcy Code, the Turbomeca Assumed Agreement and the Turbomeca Amended Agreement, as amended pursuant the Settlement Agreement.

6. Subject to the occurrence of the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Turbomeca Terminated Agreements shall be deemed rejected and terminated.

7. Subject to the occurrence of the Effective Date, the proofs of claims filed by Turbomeca, Turbomeca USA, Inc. and Labinal, LLC (d/b/a Safran Engineering Services), and the related scheduled claims, are hereby disallowed and expunged from the Debtors' claims register, without further action required by any of the Debtors or Turbomeca.

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

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

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

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Richard F. Hahn (*pro hac vice*)
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rfhahn@debevoise.com

*Special Aircraft Attorneys for Debtors and
Debtors in Possession*

WEIL, GOTSHAL & MANGES LLP

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-and-

Gary T. Holtzer (*pro hac vice*)
Kelly DiBlasi (*pro hac vice*)
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kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

SCHEDULE "L"

**Order Granted February 28, 2017, Granting Debtors' Motion Authorizing the
Debtors to Reject Certain Equipment Leases and Subleases**



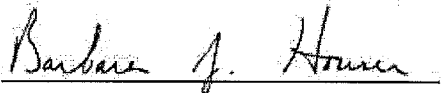
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 28, 2017


United States Bankruptcy Judge

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

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	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN AGREED ORDER
AUTHORIZING THE DEBTORS TO REJECT CERTAIN EQUIPMENT LEASES AND
SUBLEASES RELATED TO THE HELICOPTER WITH MANUFACTURER'S SERIAL
NUMBER 760697 PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE**

Upon the motion dated January 26, 2017 [Docket No. 1566] (the "**Motion**")¹ of
CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession
(collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code

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



and Bankruptcy Rules 6004(h) and 6006 to reject certain equipment leases (the “**Leases**”) for a helicopter with manufacturer’s serial number 760697 and other related equipment identified on Schedule 1 to this Order (the “**Excess Equipment**”) and the sublease agreements identified on Schedule 2 to this Order (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 to this Order (the “**Subleased Equipment**”) effective as of the earlier of the date the helicopter is retrieved or the date of entry of the Order (such date, the “**Effective Date**”); and upon consideration of the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York,

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

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

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) the rejection of the Leases of Excess Equipment listed on Schedule 1 attached to this Order is authorized and approved as of the Effective Date and (b) the rejection of each of the Subleases listed on Schedule 2 attached to this Order is authorized and approved as of the Effective Date. The Debtors shall make available to the Lessor or its designees all Excess Equipment consistent with this order on and after the Effective Date.

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

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

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

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

personnel, the use of the Debtors' facilities (whether owned or leased), and tooling available at the locations for the recovery of any Excess Equipment.

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

8. Both (a) without limiting (i) obligations, if any, to return a full helicopter, including, without limitation, the airframe, engines and other parts and equipment (and component parts of any of the foregoing) under any rejected Lease for Excess Equipment, (ii) claims, if any, arising from the failure to return all such items, and (iii) claims, if any, arising from the failure to return all such items in one location and/or assembled, which, in the case of each of (i) through (iii), are subject to the reservation of rights contained in Paragraphs 19 and 20 hereof, and (b) without affecting the Effective Date for any rejected Lease (as provided herein), the helicopter to be made available with respect to such rejected Lease will include, at a minimum, two engines, and all gearboxes, blades, rotors and rotor assemblies appropriate for the model of such helicopter, with all such items being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)) and, to the extent requested, providing a bill of sale for such to the Lessor, in each case, in accordance with the procedures set forth herein with respect to Replacement Equipment or Substitute Equipment; provided that, in certain circumstances, some of the Excess Equipment associated with the rejected Lease may be made available at a location other than such locations set forth in Schedule 1 for the Excess Equipment, in which case the Lessor (and other interested parties associated with such Excess Equipment (to the extent set forth on the schedules hereto)) will be promptly informed on and after the Effective Date of such rejection of such location and the equipment located at such other location. If the Excess Equipment was non-serviceable (as determined by reference to standards set by the relevant manufacturer and aviation authority) as of the Petition Date, the Debtors are under no obligation to repair such Excess Equipment to make it serviceable (as determined by reference to standards set by the relevant manufacturer and

aviation authority), subject, however, to the reservation of rights provisions below regarding the assertion of administrative expense claims and general unsecured claims for damages and maintenance condition status. During the period commencing on the date of this Order and ending at the time the Lessor or its designee takes possession of the Excess Equipment, the Debtors shall not and shall not permit any of their affiliates or agents to remove or use any of the Excess Equipment (including any part or component thereof) except as expressly permitted by paragraphs 10 and 13 of this Order. The Debtors shall, or shall cause their affiliates or agents to, restore to the Excess Equipment any part or component that has been removed following the Petition Date or if such removed part or component is unavailable, a part or component having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

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

10. If the Replacement Equipment is encumbered by a recorded lien or mortgage that is not permitted under the relevant Lease, at the Debtor's election: (i) such lien or

mortgage shall be released from such Replacement Equipment and shall attach to Substitute Equipment, (ii) the Debtors shall cause the lifting and release of such lien or mortgage on such Replacement Equipment, or (iii) the Replacement Equipment shall be replaced with Substitute Equipment of the same model and version having at least the same value and utility, including being free and clear of all liens, claims and encumbrances (except for liens granted to or for the benefit of, or otherwise arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)); in the case of (iii), the Debtors may remove the Replacement Equipment from the Affected Equipment.

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

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

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

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

15. For the avoidance of doubt, any Original Equipment, title to which was previously transferred to Turbomeca S.A. ("**Turbomeca**") pursuant to the terms of the Heli-One (Norway AS) Support By The Hour Agreement Standard Exchange Agreements between Heli-One and Turbomeca (the "**Standard Exchange Agreements**"), which was not otherwise transferred back to the Debtors pursuant to the terms of the Standard Exchange Agreements, shall not be transferred by the Debtors to the Lessor. For the avoidance of doubt, any such

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

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

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

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

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

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

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

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

order of the Court, in accordance with applicable non-bankruptcy law and with respect to any such setoff, application and recoupment, solely to the extent such setoff, application and recoupment is permitted by, and in compliance with, the Bankruptcy Code (other than section 362 thereof).

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

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

24. Nothing herein shall affect any terms set forth in the order (to the extent approved by this Court) relating to the motion filed as Docket No. 1543.

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

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

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*Attorneys for Debtors and Debtors in
Possession*

Alphabetical index of parties in Schedules 1 and 2

Notice Parties: Schedule 1	Row
Clifford Chance, LLP	1
Export Development Canada	1
Lombard North Central Plc	1
McGUIRE, CRADDOCK & STROTHER, P.C.	1
Royal Bank of Scotland Plc	1
VEDDER PRICE	1

Notice Parties: Schedule 2	Row
Thai Aviation Services Limited	3

Schedule 1**EXCESS EQUIPMENT¹**

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	Heli- One Leasing ULC	<p>Lessor: Lombard North Central Plc</p> <p>Lombard House, The Waterfront, Elstree Road, Elstree, Hertfordshire, WD6 3BS United Kingdom</p> <p>Head of Helicopter Finance, Lombard Specialist Finance 280 Bishopsgate London EC2M 4RB United Kingdom Fax: +1 202 565 3558</p> <p>Copy: Jennifer DeMarco Clifford Chance, LLP</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C++</p> <p>Serial Number: 760697</p>	<p>Utapao- Rayong- Pataya International Airport, Ban Chang, Rayong, Thailand 21130</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel S2S</p> <p>Serial Nos.: 21011 21017</p>	<p>The earlier of the date the helicopter is retrieved or the date of entry of the Order</p>

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopt er Mfr., Model, Serial N.	Location of Helicopt er and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		<p>31 West 52nd Street, New York, NY 10019- 6131 Email: jennifer.demarco@cliff ordchance.com</p> <p>Lender: Export Development Canada Loan Portfolio Manager Asset Management Transportation 151 O'Connor Street Ottawa, Ontario K1A 1K3 Canada Fax: 613 598 3186</p> <p>J. Mark Chevallier McGUIRE, CRADDOCK & STROTHER, P.C. 2501 N. Harwood, Suite 1800 Dallas, TX 75201 (T): (214) 954-6800 (F): (214) 954-6858 Email: mchevallier@mcslaw.c om</p> <p>Douglas J. Lipke VEDDER PRICE 222 North LaSalle Street Chicago, IL 60601 (T): (312) 609-7646</p>				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopt er Mfr., Model, Serial N.	Location of Helicopt er and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		<p>(F): (312) 609-5005 Email: dlipke@vedderprice.com</p> <p>Michael J. Edelman VEDDER PRICE 1633 Broadway 47th Floor New York, New York 10019 (T): (212) 407-6970 (F): (212) 407-7799 Email: mjedelman@vedderpri ce.com</p> <p>Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom (F): 01242 233519</p> <p>RBS Aerospace Limited Head of Operations 3rd Floor, George's Quay Plaza, George's Quay, Dublin 2 Ireland (F): 353 1448 3390</p> <p>RBS Aerospace Limited Head of Operations</p>				

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		IFSC House, IFSC Dublin 1 Ireland (F): 353 1859 9230				

Schedule 2¹

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	760697	Sublease	Heli-One Leasing ULC	CHC Leasing (Ireland) Limited	The earlier of the date the helicopter is retrieved or the date of entry of the Order
2	760697	Sub-Sublease	CHC Leasing (Ireland) Limited	Heliworld Leasing Limited	The earlier of the date the helicopter is retrieved or the date of entry of the Order
3	760697	Sub-Sub-Sublease	Heliworld Leasing Limited	Thai Aviation Services Limited 18 SCB Park Plaza West, Building 2, 18th floor, Ratchadapisek Road, Bangkok 10900 Thailand	The earlier of the date the helicopter is retrieved or the date of entry of the Order

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

SCHEDULE "M"

**Order Granted February 3, 2017, Granting Debtors' Seventh Omnibus
Motion to Reject Certain Equipment Leases and Subleases and Continuing
the Motion as to Certain Other Equipment Leases and Subleases**



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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 3, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING DEBTORS' SEVENTH OMNIBUS MOTION
TO REJECT CERTAIN EQUIPMENT LEASES AND SUBLEASES
PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AND CONTINUING
THE MOTION AS TO CERTAIN OTHER EQUIPMENT LEASES AND SUBLEASES**

Upon the motion dated December 23, 2016 (the "**Motion**")¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy

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



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Rules 6004(h) and 6006 to reject the leases (“**Leases**”) for helicopters and other related equipment identified on Schedule 1 to this Order (collectively, the “**Excess Equipment**”) and the sublease agreements identified on Schedule 2 to this Order (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 to this Order (the “**Subleased Equipment**”); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of Michael B. Cox in Support of the Debtors’ Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New

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

1. The relief requested in the Motion is hereby (i) granted with respect to the Excess Equipment set forth on Schedule 1 and Schedule 2 attached hereto, and (ii) continued with respect to the Excess Equipment set forth in Exhibit A attached to the *Debtors’ Notice of Adjournment of Hearing to Consider Debtors’ Seventh 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 A Hereto* [Dkt. No. 1406] (the “**Continued Excess Equipment**”).

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

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

respond reasonably promptly to reasonable inquiries from the applicable Lessors regarding such records and documents related to such Lessors' Excess Equipment.

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

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

6. Unless otherwise mutually agreed to with the appropriate Lessor, the Debtors (i) shall maintain their current insurance coverage and continue the existing storage maintenance program applicable to each item of Excess Equipment until the earlier of (a) (y) with respect to Excess Equipment located in jurisdictions other than Australia, Brazil, East Timor, Equatorial Guinea, Nigeria, South Africa and Uruguay, the thirtieth (30th) day after the later of the date of entry of the Order and the relevant Effective Date and (z) with respect to

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

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess

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

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

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

arising by or through, the Lessor (or the Lessor's lenders and finance parties under related aircraft financings)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

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Richard F. Hahn (*pro hac vice*)

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*Attorneys for Debtors and Debtors in
Possession*

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2

<u>Notice Parties: Schedule 1</u>	<u>Row(s)</u>
Element Capital Corp.	1
Dentons US LLP	1
Orrick	1

<u>Notice Parties: Schedule 2</u>	<u>Row(s):</u>
BHS - Brazilian Helicopter Services Taxi Aereo SA	2

Schedule 1¹**EXCESS EQUIPMENT**

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Helicopters (Barbados) SRL	<p>Lessor: Element Capital Corp.</p> <p>Address: Michael Beland, Chief Financial Officer Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 772-8129</p> <p>Copy: Laura Metzger Orrick 51 West 52nd Street New York, NY 10019-6142 USA</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C+</p> <p>Serial Number: 760568</p>	<p>Estrada Velha de Arraial do Cabo - S/Nº - Aeroporto Cabo Frio - RJ - Brazil</p> <p>- CEP 22775-000</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel 2S1</p> <p>Serial Numbers: 20602TEC 20759TEC</p>	Date of Entry of This Order.

¹

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		<p>Email: lmetzger@orrick.com</p> <p>Carol Neville Dentons US LLP 1221 Avenue of the Americas New York NY 10020 (T): (212) 768-6700 (F): (212) 768-6800 Email: carole.neville@dentons.com</p> <p>Matthew Nickel Dentons US LLP 2000 McKinney Avenue, Suite 1900 Dallas TX 75201-1858 (T): (214) 259-0900 (F): (214) 259-0910 Email: matt.nickel@dentons.com</p>				
2	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]

Schedule 2¹

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	760568	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this Order.
2	760568	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de Janeiro, Brazil	Date of entry of this Order.
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]

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

SCHEDULE "N"

**Order Granted February 23, 2017, Granting Debtors' Seventh Omnibus
Motion to Reject Certain Equipment Leases and Subleases**



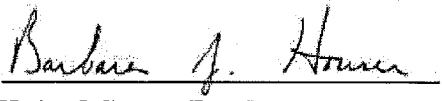
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 23, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16- 31854 (BJH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

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

Upon the motion dated December 23, 2016 (the "**Motion**")¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for authorization pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6004(h) and 6006 to reject the leases ("**Leases**") for helicopters and other related

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

equipment identified on Schedule 1 to this Order (collectively, the “**Excess Equipment**”) and the sublease agreements identified on Schedule 2 to this Order (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 to this Order (the “**Subleased Equipment**”); and upon consideration of (i) the Declaration of Robert A. Del Genio in Support of First-Day Motions and Applications, dated as of the Petition Date and (ii) the Declaration of David W. Fowkes in Support of the Debtors’ Seventh Omnibus Motion to Reject Certain Equipment Leases and Subleases Pursuant to Section 365 of the Bankruptcy Code; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under

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

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

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

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

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

4. Upon written request from an affected Lessor, the Debtors shall cause, and shall procure that their non-debtor affiliates cause, the execution of, or provision of, information required for (y) a lease termination document or other documentation, as

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

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

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

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

7. The Lessor affected by the rejection of a Lease shall retrieve or otherwise take control of the relevant Excess Equipment from the locations provided on Schedule 1 attached to this Order by the date determined pursuant to clause (i)(a) of the immediately preceding paragraph or such later date for which the Lessor has agreed to pay in accordance with the proviso to the immediately preceding paragraph (the "**Outside Pick-Up Date**"); provided that the Debtors and the applicable Lessor may agree in writing that the Excess Equipment will be returned to or surrendered at another location(s) or according to other return procedures ("**Agreed Arrangements**"); and provided further that the Debtors shall, as soon as reasonably practicable after entry of this Order, provide to such Lessor reasonable access to such Excess Equipment. Unless otherwise agreed by the Debtors and a Lessor, each Lessor shall be responsible to the Debtors for all reasonable costs (as determined by the Debtors) of storing, maintaining, and insuring such Lessor's Excess Equipment (and for other attendant risks) after

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ORDER

Respectfully Submitted,

/s/ Jasmine Ball

DEBEVOISE & PLIMPTON LLP

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*Attorneys for Debtors and Debtors in
Possession*

Alphabetical Index of Notice Parties Listed in Schedules 1 and 2

<u>Notice Parties: Schedule 1</u>	<u>Row</u>
Element Capital Corp.	1
Dentons US LLP	1
Orrick	1

<u>Notice Parties: Schedule 2</u>	<u>Row:</u>
CHC Helikopter Service AS	1

Schedule 1¹**EXCESS EQUIPMENT**

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
1	CHC Helicopters (Barbados) SRL	<p>Lessor: Element Capital Corp.</p> <p>Address: Michael Beland, Chief Financial Officer Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 772-8129</p> <p>Copy: Laura Metzger Orrick 51 West 52nd Street New York, NY 10019-6142 USA Email: lmetzger@orrick.com</p> <p>Carol Neville Dentons US LLP 1221 Avenue of the Americas New York NY 10020 (T): (212) 768-6700</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S92A</p> <p>Serial Number: 920014</p>	CHC Helikopter Service AS, Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	<p>Manufacturer: General Electric</p> <p>Model: CT7-8A</p> <p>Serial Nos.: 947233 947550</p>	May 1, 2017

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

Row	Debtor (Head Lessee)	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial N.	Location of Helicopter and Engines	Associated Engines Mfr. Model and Serial Nos.	Effective Date of Rejection
		(F): (212) 768-6800 Email: carole.neville@dentons.com Matthew Nickel Dentons US LLP 2000 McKinney Avenue, Suite 1900 Dallas TX 75201-1858 (T): (214) 259-0900 (F): (214) 259-0910 Email: matt.nickel@dentons.com				

Schedule 2¹

Row	Subleased Equipment (MSN)	Agreement	Sublessor (Party)	Sublessee (Party)	Effective Date of Rejection
1	920014	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	May 1, 2017

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

SCHEDULE "O"

**Order Granted February 17, 2017, Extending Exclusive Period for the Filing
of a Chapter 11 Plan**



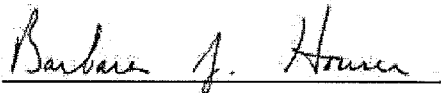
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed February 17, 2017


United States Bankruptcy Judge

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

-----	X	
	:	
<i>In re:</i>	:	Chapter 11
	:	
CHC GROUP LTD. <i>et al.</i> ,	:	Case No. 16-31854 (BJH)
	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER PURSUANT TO 11 U.S.C. § 1121(d) EXTENDING
EXCLUSIVE PERIOD FOR THE FILING OF A CHAPTER 11 PLAN**

Upon the Motion, dated January 12, 2017 (the "**Motion**"),¹ of CHC Group Ltd. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order pursuant to section 1121(d) of title 11 of the United States Code (the "**Bankruptcy Code**"), and Rule 3016-1 of the Local Bankruptcy Rules of the United States

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



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Bankruptcy Court for the Northern District of Texas for entry of an order extending the Debtors' exclusive period in which to file a chapter 11 plan (the "**Exclusive Filing Period**"), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas (the "**U.S. Trustee**"), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Anupama Yerramalli, Esq.) and Gardere Sewell Wynne LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201, (Attn: Marcus Helt, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to HSBC Bank Plc as Administrative Agent under the Revolving Credit Agreement, (v) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the administrative agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020, (vii) Law Debenture Trust Company of New York, 400 Madison Avenue, Suite 4D, New York, NY 10017, in its capacity as indenture trustee under the 9.375% Senior Notes due 2021, (viii) Morgan, Lewis & Bockius

LLP, 101 Park Avenue, New York, NY 10178 (Attn: Glenn E. Siegel, Esq. and Rachel Jaffe Mauceri, Esq.), counsel to the indenture trustee under the 9.250% Senior Secured Notes due 2020, (ix) Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Christy L. Rivera, Esq. and Marian Baldwin Fuerst, Esq.), counsel to the indenture trustee under the 9.375% Senior Notes due 2021, (x) the Board of Equalization, P.O. Box 942879, Sacramento, CA 94279, (xi) the Securities and Exchange Commission, (xii) the Office of the United States Attorney, 1100 Commerce Street, 3rd Floor, Dallas, TX 75242, (xiii) the Internal Revenue Service, (xiv) Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Michael G. Burke Esq.), counsel to Milestone and its affiliates, and (xv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice is required; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. Pursuant to section 1121(d) of the Bankruptcy Code, the Debtors’ Exclusive Filing Period in which to file a chapter 11 plan is extended to and including March 31, 2017.

3. The extension to the Exclusive Filing Period granted herein is without prejudice to such further requests that may be made pursuant to section 1121(d) of the Bankruptcy Code by the Debtors or any party in interest, for cause shown, upon notice and a hearing.

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

###END OF ORDER###

Respectfully Submitted,

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

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

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

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

ORDER MADE AFTER APPLICATION

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