

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 ORDER)

BEFORE THE HONOURABLE)	FRIDAY, THE 21st DAY
JUSTICE MASUHARA)	OF JULY, 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 Rule 13-1(17) of the *Supreme Court Civil Rules*, without notice, coming on for hearing at Vancouver, British Columbia, on the 21st day of July, 2017, and on hearing Peter Bychawski, counsel for the Foreign Representative; AND UPON READING the material filed, including Notice of Application of CHC Group filed March 8, 2017, Affidavit #5 of the Debtors' Chief Restructuring Officer, Robert A. Del Genio, Schedule "J" to the Order (Recognition of U.S. Bankruptcy Court Order) pronounced on March 14, 2017; Sealing Order pronounced March 14, 2017, Exhibits "O" and "P" to Affidavit #5 of Sandra Brown-John, Affidavit #1 of Lisa Rennie, and Affidavit #6 of Sandra Brown-John;



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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 order of the U.S. Bankruptcy Court (the "**Foreign Order**"), made in the Foreign Proceeding, is 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 Order 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 March 13, 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 "B";**
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. This order and all of its provisions are effective as of March 14, 2017.
8. 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 Peter Bychawski
Lawyers for the petitioner, CHC Group Ltd.


BY THE COURT


REGISTRAR

from
"ea."

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"

Order Granted March 13, 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



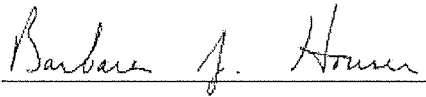
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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 March 13, 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 motion dated February 16, 2017 [Docket No. 1702] (the "**Motion**")¹ of
CHC Group Ltd. and its above-captioned debtor affiliates (collectively, the "**Debtors**"), pursuant

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



to sections 105(a), 363(b) 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 restructuring lease term, sheet (together with all exhibits to such restructuring lease term sheet, the “**Term Sheet**”) related to restructuring lease documents (together with all schedules and exhibits to such restructuring lease documents, the “**Restructuring Lease Documents**”) related to four helicopters with manufacturer’s serial numbers 6597, 6604, 31114 and 31126, between CHC Helicopter Australia Pty. Ltd. (the “**Lessee**”) and one or more of its affiliates and ANZ Leasing (Vic) Pty. Ltd. (the “**Lessor**”) and one or more of its affiliates, and (ii) assume certain unexpired leases and executory contracts with the Lessor and identified on Schedule 1 to this Order, as amended by the Term Sheet (the “**Amended Lease Agreements**”); and upon consideration of (i) the Del Genio Declaration and (ii) the declaration of Michael B. Cox in support of the Motion [Docket No. 1763]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas; (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and 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, the Debtors are hereby authorized to enter into, and perform under, the Term Sheet and enter into the Restructuring Lease Documents.
3. The Term Sheet and the Restructuring Lease Documents and the transactions contemplated therein, represent a valid exercise of the Debtors’ business judgment and are hereby approved in their entirety.

4. The settlement set forth in the Motion is hereby approved pursuant to Bankruptcy Rule 9019. The Debtors are authorized to make the settlement payment of \$895,918 on the Lease Agreement Effective Date (as defined in the Term Sheet).

5. 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 and the Restructuring Lease Documents.

6. The Restructuring Lease Documents shall become effective and binding upon the Debtors and the Lessor upon the Lease Agreement Effective Date.

7. Subject to the occurrence of the Lease Agreement Effective Date, the Debtors are authorized to assume, pursuant to section 365 of the Bankruptcy Code, the Amended Lease Agreements and each related operative document to which a Debtor is a party that is integral to the Amended Lease Agreements.

8. Subject to the occurrence of the Lease Agreement Effective Date, proofs of claims numbered 793, 795, 797, 803, and 804 filed by the Lessor with respect to the Helicopters and the related scheduled claims, are hereby disallowed and expunged from the claims register, without further action required by any of the Debtors or the Lessor.

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 parties 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 1

General Notes to the Assumption of the Amended Lease Agreements

The assumption of the Amended Lease Agreements shall be subject to the occurrence of the Lease Agreement Effective Date and the following provisions:

1. Neither the exclusion nor the inclusion of a lease or contract by the Debtors on this schedule, 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 this schedule 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 this schedule 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	Amended Lease Agreements
1	6597	<ul style="list-style-type: none"> • Amendment and Restatement Deed regarding the Aircraft Lease Agreement for Eurocopter AS 365 N3 Dauphin Helicopter (MSN 6597 Registration Mark VH-PVG) and Aircraft Lease Agreement for Eurocopter AS 365 N3 Dauphin Helicopter (MSN 6604 Registration Mark VH-PVH) • Aircraft Lease Agreement (Eurocopter AS 365 N3 Dauphin Helicopter MSN 6597 Registration Mark VH-PVG) dated 6 June 2001 between the Lessee and the Lessor (as amended, supplemented or otherwise modified prior to the date hereof)
2	6604	<ul style="list-style-type: none"> • Amendment and Restatement Deed regarding the Aircraft Lease Agreement for Eurocopter AS 365 N3 Dauphin Helicopter (MSN 6597 Registration Mark VH-PVG) and Aircraft Lease Agreement for Eurocopter AS 365 N3 Dauphin Helicopter (MSN 6604 Registration Mark VH-PVH) • Aircraft Lease Agreement (Eurocopter AS 365 N3 Dauphin Helicopter MSN 6604 Registration Mark VH-PVH) dated 29 October 2001 between the Lessee and the Lessor (as amended, supplemented or otherwise modified prior to the date hereof)
3	31114	<ul style="list-style-type: none"> • Amendment and Restatement Deed regarding Aircraft Lease Agreement for AgustaWestland AW139 Helicopter (Registration VH-SYJ; Manufacturer's Serial Number 31114) • Aircraft Lease Agreement (AgustaWestland AW139 Helicopter MSN 31114 Registration Mark VH-SYJ) dated 14 December 2007 between the Lessee and the Lessor (as amended, supplemented or otherwise modified prior to the date hereof)
4	31126	<ul style="list-style-type: none"> • Amendment and Restatement Deed regarding Aircraft Lease Agreement for AgustaWestland AW139 Helicopter (Manufacturer's Serial Number 31126 Registration Mark VH-SYV) • Aircraft Lease Agreement (AgustaWestland AW139 Helicopter MSN 31126 Registration Mark VH-SYV) dated 30 April 2008 between the Lessor and the Lessee (as amended, supplemented or otherwise modified prior to the date hereof)

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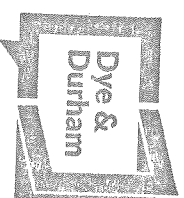
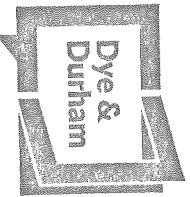
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ORDER MADE AFTER APPLICATION

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