



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 June 30, 2016

Barbara J. Houser
United States Bankruptcy Judge

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

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

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

Upon the motion dated May 5, 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 Rule 6006 to reject the leases ("**Leases**") for helicopters and other related equipment identified on Schedule 1 to the Motion (together with any equipment made available pursuant to Paragraph 8 hereof,

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



16318541606300000000000004

collectively, the “**Excess Equipment**”) and the sublease agreements identified on Schedule 2 to the Motion (the “**Subleases**”) and relating to certain Excess Equipment identified on Schedule 2 to the Motion (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’ First Motion to Reject Certain Equipment Leases and Subleases, dated as of May 5, 2016; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Northern District of Texas, (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Douglas Mannal, Esq. and Kenneth H. Eckstein, Esq.), counsel to the Official Committee of Unsecured Creditors, (iii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Michael S. Stamer, Esq.), counsel to an informal group of certain unaffiliated holders of the 9.250% Senior Secured Notes Due 2020, (iv) Norton Rose Fulbright, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: Louis R. Strubeck, Jr., Esq. and Richard P. Borden, Esq.), counsel to certain secured lenders under the Revolving Credit Agreement, (v) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022 (Attn: Leslie A. Plaskon, Esq. and Andrew V. Tenzer, Esq.), counsel to the Administrative Agent under the ABL Credit Agreement, (vi) The Bank of New York Mellon, 101 Barclay Street, Floor 4 East, New York, NY 10286 (Attn: International Corporate Trust), in its capacity as indenture trustee under the 9.250% Senior Secured Notes due 2020 and under the

9.375% Senior Notes due 2021, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, (ix) in the case of Excess Equipment, the Lessors, the beneficial owners of such equipment (if different and if known) and the Indenture Parties (if known), if any, and (x) in the case of the Subleases, the Sublessees; 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 the objections to the Motion filed by certain Lessors 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 each 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 applicable 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 Lessors (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 any of the Lessors and the Debtors received clean title to the Replacement Equipment pursuant to the Standard Exchange Agreements, then title of the equipment of the Lessors provided to Turbomeca in exchange for the Replacement Equipment (the “**Exchange Equipment**”) was free and clear of all liens, claims and encumbrances of any of the Lessors (or any of the Lessors’ 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 Leases 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 Leases, 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. For the avoidance of doubt, each of Sparebank 1 SR-Finans AS and Sparebanken Finans Nord-Norge AS reserves their rights against the Debtors and third-party non-Debtors with respect to any claims, determination of validity and liability related to any residual value insurance policies related to the Excess Equipment. Nothing in this order will impair or alter any right or entitlement of The Milestone Aviation Group Limited, any Lessor, or any other party in interest to recover insurance proceeds with respect to the Excess Equipment. Era Leasing Inc. ("Era") believes that there may be reserves or deposits held at Turbomeca that may not be property of the Debtors' estates and instead are property of Era upon rejection of the Era lease. The parties are working diligently to determine the status of such reserves or deposits. To the extent it is determined that such reserves or deposits are not property of the Debtors' estates and are instead property of Era, the Debtors will

promptly direct Turbomeca to transfer such reserves or deposits to Era by executing standard reserve transfer authorizations with Turbomeca for the benefit of Era.

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. 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.

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

END OF ORDER

Respectfully Submitted,

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

Jasmine Ball (*pro hac vice*)

Richard F. Hahn (*pro hac vice*)

919 Third Avenue

New York, New York 10022

Telephone: (212) 909-6000

Facsimile: (212) 909-6836

Email: jball@debevoise.com

rfhahn@debevoise.com

*Proposed Special Aircraft Attorneys for Debtors
and Debtors in Possession*

WEIL, GOTSHAL & MANGES LLP

Stephen A. Youngman (22226600)

200 Crescent Court, Suite 300

Dallas, Texas 75201

Telephone: (214) 746-7700

Facsimile: (214) 746-7777

Email: stephen.youngman@weil.com

-and-

Gary T. Holtzer (*pro hac vice*)

Kelly DiBlasi (*pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Email: gary.holtzer@weil.com

kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

Alphabetical Index of Parties Listed in Schedules 1 and 2
to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment Leases and Subleases

Notice Parties: Schedule 1	Row(s)
Bank of Utah	38, 39, 41, 43
BNP Paribas SA	16-18, 30, 32-35
Element Capital Corp.	9-11, 13
GE Capital Equipment Finance Ltd.	14
HFSI Limited	15
HSBC France	30, 32-35
Leonardo Helicopter (4) LLC	16
Leonardo Helicopter (5) LLC	17
Leonardo Helicopter (7) LLC	18
Libra Group Services	15
Lobo Leasing SPV A Limited	20
Lombard North Central Plc	1
Macquarie Rotorcraft Leasing (Ireland) Ltd	21
Milestone Aviation Holding Group No. 1 Limited	8, 23
Milestone Aviation Holding Group No. 20 Limited	24
Milestone Aviation Holding Group No. 25 Limited	22
Milestone Aviation Holding Group No. 8 Limited	27-29
Parilease S.A.S.	30, 32-35
Royal Bank of Scotland Plc	1
Societe Generale	30, 34, 35
Sparebank 1 SR-Finans AS	36
Waypoint Asset Co 3 Limited	38-41
Waypoint Asset Co 6 Limited	42
Waypoint Asset Co 8 Limited	43
Waypoint Asset Company No. 2 (Ireland) Limited	44
Wells Fargo Bank Northwest, N.A.	21
Wells Fargo Bank Northwest, National Association	40, 44
Wilmington Trust SP Services (Dublin) Limited	8, 22-24;27-29

Notice Parties: Schedule 2	Row(s)
Atlantic Aviation Ltd.	37
BHS - Brazilian Helicopter Services Taxi Aereo SA	18, 20, 26, 51, 61
CHC Helicopters (Mauritius) Limited	30, 31, 32, 33, 34, 35
CHC Helicopters Netherlands BV	28
CHC Helikopter Service AS	12, 14
CHC Scotia Limited	8, 11, 13, 15, 16, 48, 49

Schedule 1
to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment Leases and Subleases

EXCESS EQUIPMENT¹

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
1	CHC Helicopters (Barbados) SRL	<p>Lessor: Lombard North Central Plc 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>Borrower: The Royal Bank of Scotland Plc Head of Finance The Quadrangle, The Promenade, Cheltenham GL50 1PX, United Kingdom Fax: 01242 233519</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2707</p>	<p>Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13172 13201</p>	North Denes Airfield, Caister Road, Great Yarmouth, NR30 5TF United Kingdom	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 Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
2	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
5	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
6	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
7	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
8	Heliworld Leasing Limited	<p>Lessor: Milestone Aviation Holding Group No. 1 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmonscount Road, Ballsbridge, Dublin 4 Ireland</p> <p>Copy: William Kelly Classon House, Dundrum Business Park, Dundrum Road, Dublin 14 Ireland Fax: 353 1 477 3385</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2592</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3104 3008</p>	<p>Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland</p>	Date of entry of this order
9	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, PO Box 621,</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2467</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3163 3151</p>	<p>Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland</p>	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
10	CHC Helicopters (Barbados) SRL	<p>Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129</p> <p>Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2474</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3179 3162</p>	<p>Hangar 6 - Unit 6, 4340 King Street, Delta, V4K 0A5 Canada</p>	<p>Date of entry of this order</p>
11	CHC Helicopters (Barbados) SRL	<p>Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2477</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3161 3166</p>	<p>Heli-One Poland Sp. z o.o.Jasionka 94736-002 Jasionka, Poland</p>	<p>Date of entry of this order</p>
12	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
13	CHC Helicopters (Barbados) SRL	<p>Lessor: Element Capital Corp. Address: Michael Beland, Chief Financial Officer; Chris Marshall, Corporate Secretary 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario, M5J 2S1 Canada Fax: +1 888 77 28129</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2504</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3007 3168</p>	<p>Hangar 6 - Unit 6, 4340 King Street, Delta, V4K 0A5 Canada</p>	<p>Date of entry of this order</p>
14	CHC Helicopters (Barbados) Limited	<p>Lessor: GE Capital Equipment Finance Ltd. Address: The Ark, 201 Talgarth Road,</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers:</p>	<p>CHC Helicopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
15	CHC Helicopters (Barbados) SRL	<p>Lessor: London, W6 8BJ United Kingdom Fax: +44 844 8920 845</p> <p>Sandycove Aviation Limited 41 Forbes Quay Sir John Rogerson's Quay Dublin 2 Ireland Fax: +44 20 7245 0681</p> <p>Copy: Libra Group Services 13-14 Hobart Place, London SW1W 0HH Fax: +44 20 7245 0681</p>	<p>Serial Number: 2613</p> <p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2902</p>	<p>3021 3016</p> <p>Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13299 13031</p>	CHC Scotia Ltd, North Hangar, Hutton Road, Aberdeen Airport, Dyce, AB21 0LT Canada	Date of entry of this order
16	CHC Helicopters (Barbados) Limited	<p>Lessor: Leonardo Helicopter (4) LLC Address: Corporate Trust Administration 1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140</p> <p>Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203</p> <p>Copy: BNP Paribas SA Commercial Support & Loan Implementation 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203</p>	<p>Manufacturer: AugustaWestland Model: AW139 Serial Number: 31414</p>	<p>Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1029 PCE-KB0903</p>	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Date of entry of this order
17	CHC	Lessor:	Manufacturer:	Manufacturer: Pratt &	Fireblade Aviation, Denel	Date of entry

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection of this order
	Helicopters (Barbados) Limited	Leonardo Helicopter (5) LLC Address: Corporate Trust Administration 1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140 Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203 Copy: BNP Paribas SA Commercial Support & Loan Implementation 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203	Augusta Westland Model: AW139 Serial Number: 31418	Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1046 PCE-KB1080	Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	of this order
18	CHC Helicopters (Barbados) Limited	Lessor: Leonardo Helicopter (7) LLC Address: Corporate Trust Administration 1100 North Market St., Wilmington DE 19890-1605 USA Fax: (302) 636-4140 Agent: BNP Paribas SA Axel Rorhlich; Herve va der Elst 21 place du Marche Saint-Honore, Paris, France 75002 Fax: +33 1 4298 1203 Copy: BNP Paribas SA Commercial Support & Loan Implementation	Manufacturer: Augusta Westland Model: AW139 Serial Number: 31458	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB1195 PCE-KB1218	Snake Island Integrated Free Zone, Snake Island, Apapa, Lagos, Nigeria	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
19	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
20	CHC Helicopters (Barbados) SRL	<p>Lessor: Lobo Leasing SPV A Limited</p> <p>Address: The Arch, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin Ireland</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C+</p> <p>Serial Number: 760546</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel 2S1</p> <p>Serial Numbers: 20616TEC 20750TEC</p>	<p>Helicopter and Engine Location: Estrada Velha de Arraial do Cabo – S/N – Aeroporto Cabo Frio – RJ – Brazil – CEP 22775-000</p>	Date of entry of this order
21	CHC Helicopters (Barbados) SRL	<p>Lessor: Macquarie Rotorcraft Leasing (Ireland) Ltd</p> <p>Address: C/O Macquarie Rotorcraft Leasing (Ireland) Limited, 1st Floor, Connaught House, 1 Burlington Road, Dublin 4 Ireland</p> <p>Copy: Two Embarcadero Center, Ste. 200 San Francisco, CA 94111 USA</p> <p>Trustee: Wells Fargo Bank Northwest, N.A Contract Management Group</p> <p>c/o Macquarie Rotorcraft Leasing (Ireland) Limited 1st Floor, Connaught House 1 Burlington Rd. Dublin 4 Ireland</p>	<p>Manufacturer: Augusta Westland</p> <p>Model: AW139</p> <p>Serial Number: 31070</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB0219 PCE-KB0036</p>	<p>Heli-One Poland</p> <p>Sp. z o.o. Jasionka 94736-002 Jasionka, Poland</p>	Date of entry of this order
22	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 25 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmons Court Road, Ballsbridge, Dublin 4</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: EC225</p> <p>Serial Number: 2899</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 2A1</p> <p>Serial Numbers: 13297 13296</p>	<p>En route to manufacturer.</p>	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
23	CHC Leasing (Ireland) Limited	<p>Ireland Fax: 353 1 296 5159</p> <p>Copy: Wilmington Trust Company</p> <p>Corporate Trust Administration 1100 North Market Street, Wilmington, DE 19890 Fax: (302) 636-4140</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2393</p>	<p>Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 238 3086</p>	<p>Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
24	CHC Helicopters (Barbados) Limited	<p>Fax: + 353 1 477 3385</p> <p>Lessor: Milestone Aviation Holding Group No. 20 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmonscount Road, Ballsbridge, Dublin 4 Ireland</p> <p>Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House, Dundrum Business Park, Dundrum, Dublin 14 Ireland</p> <p>Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland</p> <p>Fax: + 353 1 477 3385</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2617</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3127 3110</p>	<p>Heli-One Poland Sp. z o.o. Jasionka 947 36-002 Jasionka, Poland</p>	<p>Date of entry of this order</p>
25	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
26	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
27	CHC Helicopters (Barbados) Limited	<p>Lessor: Milestone Aviation Holding Group No. 8 Limited</p> <p>Address: William Kelly Minerva House, 2nd Floor, Simmonscount Road, Ballsbridge, Dublin 4 Ireland</p> <p>Trustee:</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p> <p>Model: AS332L2</p> <p>Serial Number: 2398</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Makila 1A2</p> <p>Serial Numbers: 3097 3184</p>	<p>Heli-One Poland Sp. z o.o. Jasionka 947 36-002 Jasionka, Poland</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		Wilmington Trust SP Services (Dublin) Address: Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1, Ireland Fax: + 353 1 477 3385				
28	CHC Helicopters (Barbados) SRL	Lessor: Milestone Aviation Holding Group No. 8 Limited William Kelly Minerva House, 2nd Floor Simmons Court Road Ballsbridge, Dublin 4 Ireland Fax: 353 1 296 5159 William Kelly Units 23 & 24 Classon House Dundrum Business Park Dundrum, Dublin 14 IrelandFax: 353 1 296 5159 Trustee: Wilmington Trust SP Services (Dublin) Limited Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin Ireland Fax: + 353 1 477 3385	Manufacturer: Sikorsky Model: S76C++ Serial Number: 760622	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 21021 42233	Agar - 4740 Agar Drive, Richmond, V7B 1A3 Canada	Date of entry of this order
29	Heliworld Leasing Limited	Lessor: Milestone Aviation Holding Group No. 8 Limited	Manufacturer: Airbus Helicopters (formerly Eurocopter)	Manufacturer: Turbomeca Model: Makila 1A2	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>William Kelly Minerva House, 2nd Floor Simmons Court Road, Ballsbridge Dublin 4 Ireland Fax: 353 1 296 5159</p> <p>William Kelly Units 23 & 24 Classon House Dundrum Business Park Dundrum, Dublin 14 Ireland Fax: 353 1 296 5159</p> <p>Trustee: Wilmington Trust SP Services (Dublin) Limited</p> <p>Managing Director Fourth Floor, 3 George's Dock, IFSC Dublin 1 Ireland Fax: + 353 1 477 3385</p>	<p>Model: AS332L2 Serial Number: 2601</p>	<p>Serial Numbers: 3096 3178</p>		
30	CHC Helicopters (Barbados) SRL	<p>Lessor: Parilease S.A.S. Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203 Agent: HSBC France Vincent Nelson 103, Avenue de Champs Elysees</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC155B1 Serial Number: 6802</p>	<p>Manufacturer: Turbomeca Model: Arriel 2C2 Serial Numbers: 26019 26074</p>	<p>Luchthavenweg 18 (in DHA hangar), 1786 PP, Den Helder, The Netherlands</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Paris 75008 France vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Mandated Lead Arranger: BNP Paribas SA</p> <p>Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCI B 75886, Paris Cedex 18 France marie-cecile.fournier@sgcib.com Fax: +33 1 4692 4597</p>				
31	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
32	CHC Helicopters (Barbados) SRL	<p>Lessor: Parilease S.A.S. Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203 Agent: HSBC France Vincent Nelson 103, Avenue de Champs Elysees</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2708</p>	<p>Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1055 1162</p>	<p>[RESERVED] Estrada Velha de Arraial do Cabo - S/Nº - Aeroporto Cabo Frio - RJ - Brazil - CEP 22775-000</p>	<p>[RESERVED] Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
33	CHC Helicopters (Barbados) SRL	<p>Lessor: Parilease S.A.S. France vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Mandated Lead Arranger: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p>	<p>Manufacturer: Airbus Helicopters Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2722</p>	<p>Manufacturer: Turbomeca Model: Makila 2A Serial Numbers: 1051 1107</p>	<p>Estrada Velha de Arraial do Cabo S/N – Hangar BHS – CEP 22775-000 – Cabo Frio-RJ, São Tomé, Brazil</p>	<p>Date of entry of this order</p>
34	Heliworld Leasing Limited	<p>Lessor: Parilease S.A.S. France vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Mandated Lead Arranger: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter)</p>	<p>Manufacturer: Turbomeca Model: Makila 2A1</p>	<p>Lot 32 Karasek Way Karratha Airport WA Australia</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
		<p>Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203</p> <p>Agent: BNP Paribas SA Commercial Support & Loan Implementation 37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Mandated Lead Arranger:HSBC FranceVincent Nelson103, Avenue de Champs Elysees Paris 5008 vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Societe Generale Marie Cecile Fournier17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 France marie-cecile.fournier@sgcib.com Fax: +33 1 4692 4597</p>	<p>Model: EC225 Serial Number: 2768</p>	<p>Serial numbers: 13079 13072</p>		
35	Heliworld Leasing Limited	<p>Lessor: Parilease S.A.S.</p> <p>Address: Noelle Courtin 16 rue de L'Hanovre Paris 75002 France Fax: +33 1 4298 1203</p> <p>Agent: BNP Paribas SA Commercial Support & Loan Implementation</p>	<p>Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: EC225 Serial Number: 2775</p>	<p>Manufacturer: Turbomeca Model: Makila 2A1 Serial Numbers: 13061 13187</p>	<p>Lot 32 Karasek Way Karratha Airport WA Australia</p>	<p>Date of entry of this order</p>

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
36	Heli-One Leasing (Norway) AS	<p>37, Place du Marche Saint-Honore Paris 75001 France Fax: +33 1 4316 8184</p> <p>Mandated Lead Arranger: HSBC France Vincet Nelson103, Avenue de Champs Elysees Paris 75008 vincent.nelson@hsbc.fr Fax: +33 1 5813 8169</p> <p>Societe Generale Marie Cecile Fournier 17 cours Valmy, 92800 Puteaux, SGCIB 75886, Paris Cedex 18 Francemarie-cecile.fournier@sgcib.com Fax: +33 1 4692 4597</p>	Manufacturer: Airbus Helicopters (formerly Eurocopter) Model: AS332L2 Serial Number: 2594	Manufacturer: Turbomeca Model: Makila 1A2 Serial Numbers: 3077 3180	CHC Helicopter Service Flyplassvegen 250, 4055 Stavanger Lufthavn, Norway	Date of entry of this order
37	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
38	CHC Helicopters (Barbados) SRL	<p>Lessor: Waypoint Asset Co 3 Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022</p> <p>Owner Trustee:</p>	Manufacturer: AugustaWestland Model: AW139 Serial Number: 31141	Manufacturer: Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: PCE-KB0371 PCE-KB0364	Fireblade Aviation, Denel Precinct, Astro Park, Atlas Road, Bonero Park, Johannesburg, South Africa	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
39	CHC Helicopters (Barbados) SRL	<p>Bank of Utah</p> <p>200 E. South Temple, Suite 201, Salt Lake City, UT 84111 Fax: +1 801 781 2775</p> <p>Lessor: Waypoint Asset Co 3 Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022</p> <p>Owner Trustee: Bank of Utah</p> <p>200 E. South Temple, Suite 201, Salt Lake City, UT 84111 Fax: +1 801 781 2775</p>	<p>Manufacturer: Augusta Westland</p> <p>Model: AW139</p> <p>Serial Number: 41005</p>	<p>Manufacturer: Pratt & Whitney Canada</p> <p>Model: PT6C-67C</p> <p>Serial Numbers: PCE-KB0154 PCE-KB0534</p>	CHC Scotia Ltd, CHC Hangar, Humberstone Airport, Uleebby, Humberstone, DN39 6YH United Kingdom	Date of entry of this order
40	CHC Helicopters (Barbados) SRL	<p>Lessor: Waypoint Asset Co 3 Limited</p> <p>Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022</p> <p>Trustee: Wells Fargo Bank Northwest, National Association</p> <p>260 North Charles Lindbergh Drive, MAC U1240-026, Salt Lake City, UT 84116 USA Fax: +1 801 246 7142</p>	<p>Manufacturer: Sikorsky</p> <p>Model: S76C++</p> <p>Serial Numbers: 760651</p>	<p>Manufacturer: Turbomeca</p> <p>Model: Arriel 2S2</p> <p>Serial Numbers: 42057 42020</p>	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Date of entry of this order
41	CHC	Lessor:	Manufacturer:	Manufacturer:	CHC Scotia Ltd, CHC Hangar,	Date of entry

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection of this order
	Helicopters (Barbados) SRL	Waypoint Asset Co 3 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 Fax: +1 801 781 2775	Augusta Westland Model: AW139 Serial Number: 41210	Pratt & Whitney Canada Model: PT6C-67C Serial Numbers: None.	Humberside Airport, Ulceby, Humberside, DN39 6YH United Kingdom	of this order
42	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 6 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay, Limerick Ireland Fax: +353 61 445022	Manufacturer: Sikorsky Model: S76C++ Serial Numbers: 760764	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42165 42312TEC	Heli-One Poland Sp. z o.o. Jasionka 94736-002 Jasionka, Poland	Date of entry of this order
43	Heli-One Leasing ULC	Lessor: Waypoint Asset Co 8 Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022 Owner Trustee: Bank of Utah Address: 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA Fax: +1 801 781 2775	Manufacturer: Sikorsky Model: S76C++ Serial Numbers: 760765	Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42130 42086	Heli-One Canada, 4300 80th Street, Delta, BC, Canada, V4K 3N3	Date of entry of this order

Row	Debtor	Head Lessor/Notice Parties Contact Info	Helicopter Mfr., Model, Serial No.	Associated Engines, Mfr. Model and Serial Nos.	Location of Helicopter and Engines	Effective Date of Rejection
44	CHC Helicopters (Barbados) SRL	<p>Joshua Eyre 200 E. South Temple, Suite 201, Salt Lake City, UT 84111 USA jeyre@bankofutah.com Fax: +353 61 445022</p> <p>Lessor: Waypoint Asset Company No. 2 (Ireland) Limited Address: Todd Wolynski 8 Riverpoint, Bishops Quay Limerick, Ireland Fax: +353 61 445022</p> <p>Owner Trustee: Wells Fargo Bank Northwest, National Association Address: 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Fax: +1 801 246 7142</p> <p>Michael Arsenault 260 North Charles Lindbergh Drive, MAC U1240-026 Salt Lake City, UT 84116 USA Fax: +1 801 246 7142</p>	<p>Manufacturer: Sikorsky Model: S76C++ Serial Number: 760734</p>	<p>Manufacturer: Turbomeca Model: Arriel 2S2 Serial Numbers: 42314TEC 42272</p>	<p>Estrada Velha de Arraial do Cabo - S/N - Aeroporto Cabo Frio - RJ - Brazil - CEP 22775-000</p>	<p>Date of entry of this order</p>

Schedule 2³
to Order Granting Debtor's First Omnibus Motion to Reject Certain Equipment
Leases and Subleases

<u>Row</u>	<u>Subleased Equipment (MSN)</u>	<u>Agreement</u>	<u>Sublessor (Party)</u>	<u>Sublessee (Party)</u>	<u>Effective Date of Rejection</u>
1	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
2	2393	Sublease	CHC Leasing (Ireland) Limited	CHC Global Operations International ULC	Date of entry of this order
3	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
4	2398	Sublease	CHC Helicopters (Barbados) Limited	CHC Global Operations International ULC	Date of entry of this order
5	2467	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order
6	2474	Sublease	CHC Helicopters (Barbados) SRL	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
7	2477	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order

³ 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.

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
8	2504	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited CHC House Howe Moss Drive, Aberdeen, AB21 0GL, Scotland	Date of entry of this order
9	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
10	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
11	2592	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
12	2594	Sublease	Heli-One Leasing (Norway) AS	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
13	2601	Sublease	Heliworld Leasing Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
14	2613	Sublease	CHC Helicopters (Barbados) Limited	CHC Helikopter Service AS Stavanger Lufthavn Flyplassvegen 250 Sola, N-4055, Norway	Date of entry of this order
15	2617	Sublease	CHC Helicopters (Barbados) Limited	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
16	[RESERVED D]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED D]
17	2708	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
18	2708	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
19	2722	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
20	2722	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
21	2768	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Date of entry of this order
22	2768	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Date of entry of this order
23	2775	Sublease	Heliworld Leasing Limited	CHC Helicopter Australia Pty. Ltd.	Date of entry of this order
24	2775	Sub-Sublease	CHC Helicopter Australia Pty. Ltd.	Lloyd Helicopters Pty. Ltd.	Date of entry of this order
25	2899	Sublease	CHC Helicopters (Barbados) Limited	Capital Aviation Services BV	Date of entry of this order
26	2899	Sub-Sublease	Capital Aviation Services BV	BHS - Brazilian Helicopter Services Taxi Aereo SA Av. Embaixador Abelardo Bueno, 199, Suite 202, Rio de	Date of entry of this order

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
				Janeiro, Brazil	
27	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
28	6802	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters Netherlands BV Luchthavenweg 18, 1786 PP, Den Helder, the Netherlands	Date of entry of this order
29	31070	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
30	31141	Sublease	CHC Helicopters (Barbados) SRL	CHC Helicopters (Mauritius) Limited c/o CIM Corporate Services Ltd., Cascades Building, 33 Edith Cavell Street, Port Louis, Mauritius	Date of entry of this order
31	31141	Sub-Sublease	CHC Helicopters (Mauritius) Limited c/o CIM Corporate Services Ltd., Cascades Building, 33 Edith Cavell Street, Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Date of entry of this order
32	31414	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Date of entry of this order
33	31414	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	CHC Global Operations Canada (2008) ULC	Date of entry of this order
34	31418	Sublease	CHC Helicopters (Barbados) Limited	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois St., Port Louis, Mauritius	Date of entry of this order
35	31418	Sub-Sublease	CHC Helicopters (Mauritius) Limited 10 Frere Felix de Valois	CHC Global Operations Canada (2008) ULC	Date of entry of this order

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
			St., Port Louis, Mauritius		
36	31458	Sublease	CHC Helicopters (Barbados) Limited	Heliworld Leasing Limited	Date of entry of this order
37	31458	Sub-Sublease	Heliworld Leasing Limited	Atlantic Aviation Ltd. 12 Oyinkan Abayomi Drive, Ikoi Lagos, Nigeria	Date of entry of this order
38	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
39	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
40	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
41	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
42	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
43	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
44	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
45	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
46	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
47	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
48	41005	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
49	41210	Sublease	CHC Helicopters (Barbados) SRL	CHC Scotia Limited North Denes Airfield, Caiser Road, Caiser-on-Sea Great Yarmouth, Norfolk, NR30 5TF, England	Date of entry of this order
50	760546	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order

<u>Row</u>	<u>Subleased Equipment</u> (MSN)	<u>Agreement</u>	<u>Sublessor</u> (Party)	<u>Sublessee</u> (Party)	<u>Effective Date of Rejection</u>
51	760546	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
52	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
53	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
54	760622	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
55	760651	Sublease	CHC Helicopters (Barbados) SRL	CHC Global Operations International ULC	Date of entry of this order
56	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
57	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
58	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
59	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
60	760734	Sublease	CHC Helicopters (Barbados) SRL	Capital Aviation Services BV	Date of entry of this order
61	760734	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
62	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
63	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]	[RESERVED]
64	760764	Sublease	Heli-One Leasing ULC	CHC Global Operations International ULC	Date of entry of this order
65	760765	Sublease	Heli-One Leasing ULC	Heliworld Leasing Limited	Date of entry of this order
66	760765	Sub-Sublease	Heliworld Leasing Limited	CHC Global Operations Canada (2008) ULC	Date of entry of this order