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767 Fifth Avenue
New York, New York 10153
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Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

**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	

**NOTICE OF FILING (I) AMENDMENT TO PLAN
SUPPORT AGREEMENT, (II) AMENDMENT TO BACKSTOP
AGREEMENT, AND (III) AMENDMENT TO MILESTONE TERM SHEET**

PLEASE TAKE NOTICE that, on October 11, 2016, CHC Group Ltd. and its related debtors, as debtors and debtors in possession (collectively, the “**Debtors**”)¹, filed the *Debtor’s Motion for an Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019 Authorizing the Debtors to Enter Into and Approving Plan Support Agreement, Backstop Agreement and Milestone Term Sheet*, dated October 11, 2016 [Docket No. 956] (the “**Support Agreements Motion** ”).²

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, where applicable, are attached hereto as **Exhibit 1**.

² Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Support Agreements Motion.



The Support Agreements Motion seeks approval of the Plan Support Agreement, the Backstop Agreement, and the Milestone Term Sheet. The Plan Support Agreement is attached to the Support Agreements Motion as Exhibit C, and the Milestone Term Sheet and the Backstop Agreement are attached to the Plan Support Agreement as Exhibit A and Exhibit B, respectively.

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment to the Plan Support Agreement*, dated November 3, 2016 (the “**Plan Support Agreement Amendment**”). A copy of the Plan Support Agreement Amendment is annexed hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment No. 1 to Term Sheet*, dated November 3, 2016 (the “**Milestone Term Sheet Amendment**”). A copy of the Milestone Term Sheet Amendment is annexed hereto as **Exhibit A** to **Exhibit 2**.

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PLEASE TAKE FURTHER NOTICE that on the date hereof, the Debtors executed that certain *Amendment to Backstop Agreement*, dated November 3, 2016 (the “**Backstop Agreement Amendment**”). A copy of the Backstop Agreement Amendment is annexed hereto as **Exhibit 3**.

Dated: Dallas, Texas
November 3, 2016

/s/ Stephen A. Youngman

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
Email: kelly.dibiasi@weil.com

Attorneys for Debtors and Debtors in Possession

Exhibit 1**Debtors**

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Group Ltd.	7405
6922767 Holding SARL	8004
Capital Aviation Services B.V.	2415
CHC Cayman ABL Borrower Ltd.	5051
CHC Cayman ABL Holdings Ltd.	4835
CHC Cayman Investments I Ltd.	8558
CHC Den Helder B.V.	2455
CHC Global Operations (2008) ULC	7214
CHC Global Operations Canada (2008) ULC	6979
CHC Global Operations International ULC	8751
CHC Helicopter (1) S.à r.l.	8914
CHC Helicopter (2) S.à r.l.	9088
CHC Helicopter (3) S.à r.l.	9297
CHC Helicopter (4) S.à r.l.	9655
CHC Helicopter (5) S.à r.l.	9897
CHC Helicopter Australia Pty Ltd	2402
CHC Helicopter Holding S.à r.l.	0907
CHC Helicopter S.A.	6821
CHC Helicopters (Barbados) Limited	7985
CHC Helicopters (Barbados) SRL	N/A
CHC Holding (UK) Limited	2198
CHC Holding NL B.V.	6801

Debtor	Last Four Digits of Federal Tax I.D. No.
CHC Hoofddorp B.V.	2413
CHC Leasing (Ireland) Limited	8230
CHC Netherlands B.V.	2409
CHC Norway Acquisition Co AS	6777
Heli-One (Netherlands) B.V.	2414
Heli-One (Norway) AS	2437
Heli-One (U.S.) Inc.	9617
Heli-One (UK) Limited	2451
Heli-One Canada ULC	8735
Heli-One Holdings (UK) Limited	6780
Heli-One Leasing (Norway) AS	2441
Heli-One Leasing ULC	N/A
Heli-One USA Inc.	3691
Heliworld Leasing Limited	2464
Integra Leasing AS	2439
Lloyd Bass Strait Helicopters Pty. Ltd.	2398
Lloyd Helicopter Services Limited	6781
Lloyd Helicopter Services Pty. Ltd.	2394
Lloyd Helicopters International Pty. Ltd.	2400
Lloyd Helicopters Pty. Ltd.	2393
Management Aviation Limited	2135

Exhibit 2

Plan Support Agreement Amendment

AMENDMENT TO PLAN SUPPORT AGREEMENT

THIS AMENDMENT dated as of November 3, 2016 (this “Amendment”) is entered into by and among:

(i) CHC Group Ltd. (the “Company”);

(ii) 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.à r.l., CHC Helicopter (2) S.à r.l., CHC Helicopter (3) S.à r.l., CHC Helicopter (4) S.à r.l., CHC Helicopter (5) S.à r.l., CHC Helicopter Australia Pty Ltd, CHC Helicopter Holding S.à 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, 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, each such entity an affiliate of the Company (such entities, together with the Company, the “CHC Parties” and each a “CHC Party”);

(iii) the undersigned beneficial holders, or investment advisors or managers for the account of such beneficial holders together with their respective successors and permitted assigns (each, a “Plan Sponsor” and, collectively, the “Plan Sponsors”), of the 9.25% Senior Secured Notes due 2020 issued under that certain Indenture, dated as of October 4, 2010, by and among CHC Helicopter S.A., as issuer, each of the guarantors named therein, HSBC Corporate Trustee Company (UK) Limited, as collateral agent, and The Bank of New York Mellon, as indenture trustee;

(iv) the Official Committee of Unsecured Creditors (the “UCC”);¹

(v) The Milestone Aviation Group Limited (“Milestone”) and The Milestone Aviation Asset Holding Group No. 1 Ltd (“Milestone 1”), The Milestone Aviation Asset Holding Group No. 8 Ltd (“Milestone 8”), The Milestone Aviation Asset Holding Group No. 20 Ltd (“Milestone 20”), The Milestone Aviation Asset Holding Group No. 25 Ltd (“Milestone 25” and together with Milestone 1, Milestone 8 and Milestone 20, the “Milestone Beneficial Owners”), Milestone

¹ The capitalized term “UCC” does not apply to the members of the UCC in their individual capacities. All members of the UCC reserve and retain their individual rights, whatever they may be, with respect to this Amendment and any motions filed before the Bankruptcy Court. For the avoidance of doubt, the obligations set forth in this Amendment shall be construed to bind any individual member of the UCC only if such member has separately executed this Amendment or a Joinder Agreement in its individual capacity.

Export Leasing, Limited ("Milestone Export"), GE Capital Equipment Finance Ltd ("GE Capital") and GE European Equipment Finance (Aircraft No. 2) Limited ("GE European" and together with Milestone Export and GE Capital, the "Milestone Lessors") (each of Milestone, the Milestone Beneficial Owners, and the Milestone Lessors, a "Milestone Party" and collectively, the "Milestone Parties"),

(vi) Marble Ridge Capital L.P. ("Marble Ridge") as a beneficial holder (or an investment advisor to or manager for the account of such a holder) of 9.375% Senior Notes due 2021, issued by CHC Helicopter S.A. pursuant to that certain indenture, dated as of May 13, 2013, by and among CHC Helicopter S.A., as issuer, each of the guarantors named therein and Law Debenture Trust Company, as successor trustee; and

(vii) Solus Alternative Asset Management LP ("Solus" and, together with Marble Ridge, the "Individual Creditor Parties") as a beneficial holder (or an investment advisor to or manager for the account of such a holder) of Unsecured Notes.

The CHC Parties, the Plan Sponsors, the UCC, the Milestone Parties and the Individual Creditor Parties are referred to herein as the "Amendment Parties" and each individually as an "Amendment Party." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the PSA (as defined below).

RECITALS

WHEREAS, the Amendment Parties (together with certain other parties) entered into that certain Plan Support Agreement dated as of October 11, 2016 (as amended, supplemented or otherwise modified from time to time, the "PSA");

WHEREAS, the Amendment Parties wish to amend certain provisions of the PSA; and

WHEREAS, the Amendment Parties wish to take such actions necessary to give effect to such amendments.

AMENDMENTS

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the PSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Amendment Parties agree as follows:

Section 1. Amendments.

(a) Section 5(b)(viii) of the PSA is hereby amended and restated in its entirety as follows:

"(viii) incur, create, assume or suffer to exist any indebtedness or any guarantee of any indebtedness of any of the CHC Parties or the CHC Parties' direct and indirect

subsidiaries and affiliates, except (A) indebtedness and guarantees existing and outstanding as of September 1, 2016, (B) trade payables, and with liabilities arising and incurred in the ordinary course of business consistent past practice and (C) intercompany indebtedness among the CHC Parties or the CHC Parties' direct and indirect subsidiaries and affiliates, consistent with their respective cash management systems or as contemplated by the restructuring transactions to be outlined in an exhibit to the CHC Plan;”

(b) Subsections (A), (B), (D), (E), (F) and (G) of Section 6(a)(ii) of the PSA are hereby amended and restated in their entirety as follows:

“(A) obtain entry of the PSA Approval Order by the Bankruptcy Court as soon as reasonably practicable and in no event later than November 23, 2016;”

“(B) file the CHC Plan and CHC Disclosure Statement with the Bankruptcy Court by no later than November 11, 2016, which CHC Plan and CHC Disclosure Statement shall be in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC;”

“(D) obtain entry of the CHC Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court no later than December 22, 2016, which orders shall be in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC;”

“(E) commence the Solicitation and Rights Offering no later than five (5) business days after both the entry of the CHC Disclosure Statement Order and the order approving the Rights Offering Procedures by the Bankruptcy Court;”

“(F) obtain the entry by the Bankruptcy Court of the Final Cash Collateral Order by no later than November 30, 2016, which order is in all respects reasonably acceptable to the CHC Parties, Plan Sponsors and the UCC;”

“(G) obtain the entry of a Final Order confirming the CHC Plan pursuant to section 1129 of the Bankruptcy Code (the “Confirmation Order”) by no later than March 17, 2017, which CHC Plan and Confirmation Order are in all respects reasonably acceptable to the CHC Parties, the Requisite Plan Sponsors and the UCC; or”

(c) Section 6(e)(vii) of the PSA is hereby amended and restated in its entirety as follows:

“(vii) if the Confirmation Order is not entered by March 31, 2017, which CHC Plan and Confirmation Order are in all respects reasonably acceptable to the CHC Parties, Requisite Plan Sponsors and UCC;”

(d) Section 10 of the PSA is hereby amended and restated in its entirety as follows:

“This Agreement may be modified, amended or supplemented, and any terms may be waived, only upon written approval of the CHC Parties (which written approval may be

executed by the Company on behalf of all the CHC Parties), the Requisite Plan Sponsors and the UCC, and, solely to the extent such modification, amendment, supplement or waiver materially, adversely, disproportionately and directly impacts (x) the treatment of any Claims of the Individual Creditor Parties or the Milestone Parties, held directly or indirectly through the Milestone Trustees acting on its behalf, (y) the rights or obligations of the Individual Creditor Parties or the Milestone Parties hereunder or (z) the terms of the Milestone Term Sheet and Milestone Documents with respect to the Milestone Parties, upon written approval of the Individual Creditor Parties or the Milestone Parties (which written approval may be executed by Milestone on behalf of all the Milestone Parties), to the extent applicable to such Party; provided that if the modification, amendment, supplement or waiver at issue materially, adversely and directly impacts the treatment or rights of any Plan Sponsor differently than any other Plan Sponsor other than as set forth in this Agreement, the agreement in writing of such Plan Sponsor shall also be required for such modification, amendment, supplement or waiver to be effective. Any modification, amendment, supplement or waiver made in compliance with this Section 10 shall be binding on all Parties, regardless of whether a particular Party has executed or consented to such modification, amendment, supplement or waiver. Notwithstanding anything to the contrary herein, the Milestone Term Sheet and the Milestone Documents may not be modified, amended, or supplemented, nor may any terms therein be waived, without the express written consent of the Milestone Parties (which written approval may be executed by Milestone on behalf of all the Milestone Parties).”

(e) The Milestone Term Sheet (which was attached to the PSA as Exhibit C) is hereby amended in the form set forth in Exhibit A hereto.

Section 2. Effectiveness. This Amendment shall become effective and binding on the Amendment Parties in accordance with the terms of the PSA upon the execution and delivery by the CHC Parties, the Requisite Plan Sponsors, the UCC, the Milestone Parties and the Individual Creditor Parties of an executed signature page hereto; *provided, however*, the CHC Parties, the Requisite Plan Sponsors and the UCC expressly reserve all rights, and take no position, with respect to whether the consent of the Individual Creditor Parties is required pursuant to Section 10 of the PSA in order for this Amendment to become effective and binding.

Section 3. Miscellaneous.

3.1 Except as specifically set forth herein, the terms of the PSA shall remain in full force and effect and are hereby ratified and confirmed.

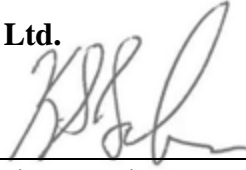
3.2 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Amendment delivered by facsimile, PDF or otherwise shall be deemed to be an original for the purposes of this paragraph.

[Signature Page Follows]

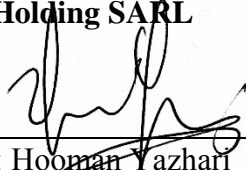
IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

CHC PARTIES

CHC Group Ltd.

By: 
Name: Karl Fessenden
Title: President and Chief Executive Officer

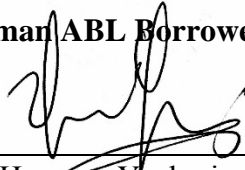
6922767 Holding SARL

By: 
Name: Hooman Yazhari
Title: Class A Manager

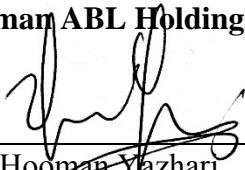
Capital Aviation Services B.V.

By: _____
Name:
Title:

CHC Cayman ABL Borrower Ltd.

By: 
Name: Hooman Yazhari
Title: Director

CHC Cayman ABL Holdings Ltd.

By: 
Name: Hooman Yazhari
Title: Director

IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

CHC PARTIES

CHC Group Ltd.

By: _____
Name:
Title:

6922767 Holding SARL

By: _____
Name:
Title:

Capital Aviation Services B.V.

By: _____
Name: *CHRIS KRAJEWSKI*
Title: *DIRECTOR*


CHC Cayman ABL Borrower Ltd.

By: _____
Name:
Title:

CHC Cayman ABL Holdings Ltd.

By: _____
Name:
Title:

CHC Cayman Investments I Ltd.

By: 
Name: Hoeman Yazhari
Title: Director

CHC Den Helder B.V.

By: _____
Name: _____
Title: _____

CHC Global Operations (2008) ULC

By: _____
Name: _____
Title: _____

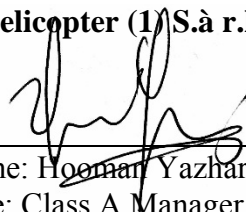
CHC Global Operations Canada (2008) ULC

By: _____
Name: _____
Title: _____

CHC Global Operations International ULC

By: _____
Name: _____
Title: _____

CHC Helicopter (1) S.à r.l.

By: 
Name: Hoeman Yazhari
Title: Class A Manager

CHC Cayman Investments I Ltd.

By: _____
Name: _____
Title: _____

CHC Den Helder B.V.

By: _____
Name: *CARIS KRAJEWSKI*
Title: *DIRECTOR*

CHC Global Operations (2008) ULC

By: _____
Name: _____
Title: _____

CHC Global Operations Canada (2008) ULC

By: _____
Name: _____
Title: _____

CHC Global Operations International ULC

By: _____
Name: _____
Title: _____

CHC Helicopter (1) S.à r.l.

By: _____
Name: _____
Title: _____

CHC Cayman Investments I Ltd.

By: _____
Name:
Title:


CHC Den Helder B.V.

By: _____
Name:
Title:

CHC Global Operations (2008) ULC

By:  _____
Name: PAUL KING
Title: SUP/CIO

CHC Global Operations Canada (2008) ULC

By:  _____
Name: PAUL KING
Title: SUP/CIO

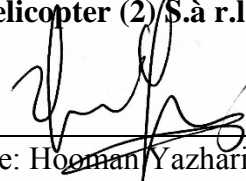
CHC Global Operations International ULC

By:  _____
Name: PAUL KING
Title: SUP/CIO

CHC Helicopter (1) S.à r.l.

By: _____
Name:
Title:

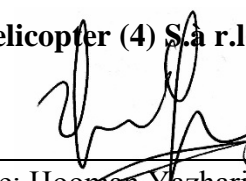
CHC Helicopter (2) S.à r.l.

By: 
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (3) S.à r.l.

By: 
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (4) S.à r.l.

By: 
Name: Hooman Yazhari
Title: Class A Manager

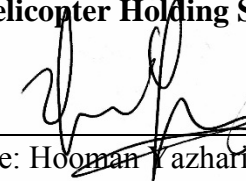
CHC Helicopter (5) S.à r.l.

By: 
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter Australia Pty Ltd

By: _____
Name:
Title:

CHC Helicopter Holding S.à r.l.

By: 
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopter (2) S.à r.l.

By: _____
Name:
Title:

CHC Helicopter (3) S.à r.l.

By: _____
Name:
Title:

CHC Helicopter (4) S.à r.l.

By: _____
Name:
Title:

CHC Helicopter (5) S.à r.l.

By: _____
Name:
Title:

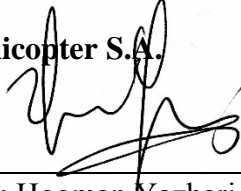
CHC Helicopter Australia Pty Ltd

By:  _____
Name: Lee Eckert
Title: Finance Director

CHC Helicopter Holding S.à r.l.

By: _____
Name:
Title:

CHC Helicopter S.A.

By: 
Name: Hooman Yazhari
Title: Class A Manager

CHC Helicopters (Barbados) Limited

By: _____
Name:
Title:

CHC Helicopters (Barbados) SRL

By: _____
Name:
Title:

CHC Holding (UK) Limited

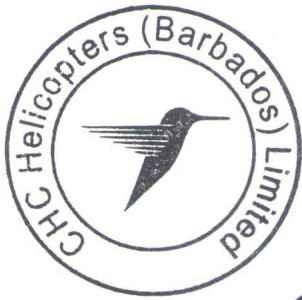
By: _____
Name:
Title:

CHC Holding NL B.V.

By: _____
Name:
Title:

CHC Hoofddorp B.V.

By: _____
Name:
Title:



CHC Helicopter S.A.

By: _____
Name:
Title:

CHC Helicopters (Barbados) Limited

By: *John R.S. Mackenzie*
Name: John R.S. Mackenzie
Title: Director

CHC Helicopters (Barbados) SRL

By: *John R.S. Mackenzie*
Name: John R.S. Mackenzie
Title: Manager

CHC Holding (UK) Limited

By: _____
Name:
Title:

CHC Holding NL B.V.

By: _____
Name:
Title:

CHC Hoofddorp B.V.

By: _____
Name:
Title:

CHC Helicopter S.A.

By: _____
Name:
Title:

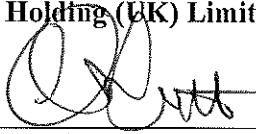
CHC Helicopters (Barbados) Limited

By: _____
Name:
Title:

CHC Helicopters (Barbados) SRL

By: _____
Name:
Title:

CHC Holding (UK) Limited

By:  _____
Name: D CORBETT
Title: DIRECTOR

CHC Holding NL B.V.

By: _____
Name:
Title:

CHC Hoofddorp B.V.

By: _____
Name:
Title:

CHC Helicopter S.A.

By: _____
Name: _____
Title: _____

CHC Helicopters (Barbados) Limited

By: _____
Name: _____
Title: _____


CHC Helicopters (Barbados) SRL

By: _____
Name: _____
Title: _____


CHC Holding (UK) Limited

By: _____
Name: _____
Title: _____

CHC Holding NL B.V.

By:  _____
Name: CHRIS KRAJEWSKI
Title: DIRECTOR

CHC Hoofddorp B.V.

By:  _____
Name: CHRIS KRAJEWSKI
Title: DIRECTOR

CHC Leasing (Ireland) Limited

By: Dele Moloney
Name: DELEAN MOLOONEY
Title: DIRECTOR

CHC Netherlands B.V.

By: _____
Name:
Title:

CHC Norway Acquisition Co AS

By: _____
Name:
Title:

Heli-One (Netherlands) B.V.

By: _____
Name:
Title:


Heli-One (Norway) AS

By: _____
Name:
Title:

CHC Leasing (Ireland) Limited

By: _____
Name:
Title:

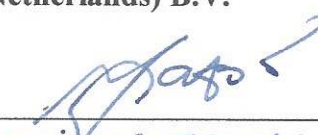
CHC Netherlands B.V.

By:  _____
Name: CHRIS KRAJEWSKI
Title: DIRECTOR

CHC Norway Acquisition Co AS

By: _____
Name:
Title:

Heli-One (Netherlands) B.V.

By:  _____
Name: CHRIS KRAJEWSKI
Title: DIRECTOR

Heli-One (Norway) AS

By: _____
Name:
Title:

CHC Leasing (Ireland) Limited

By: _____
Name:
Title:

CHC Netherlands B.V.

By: _____
Name:
Title:

CHC Norway Acquisition Co AS

By: _____
Name: EDWARD HERBERT LANE
Title: MANAGING DIRECTOR


Heli-One (Netherlands) B.V.

By: _____
Name:
Title:

Heli-One (Norway) AS

By: _____
Name: EDWARD HERBERT LANE
Title: MANAGING DIRECTOR

Heli-One (U.S.) Inc.

By: 
Name: Anthony DiNota
Title: President

Heli-One (UK) Limited

By: _____
Name:
Title:

Heli-One Canada ULC

By: _____
Name:
Title:

Heli-One Holdings (UK) Limited

By: _____
Name:
Title:

Heli-One Leasing (Norway) AS

By: _____
Name:
Title:

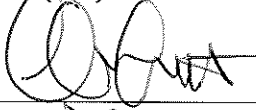
Heli-One Leasing ULC

By: _____
Name:
Title:

Heli-One (U.S.) Inc.

By: _____
Name:
Title:


Heli-One (UK) Limited

By:  _____
Name: D CORBETT
Title: Director

Heli-One Canada ULC

By: _____
Name:
Title:

Heli-One Holdings (UK) Limited

By:  _____
Name: D CORBETT
Title: Director

Heli-One Leasing (Norway) AS

By: _____
Name:
Title:

Heli-One Leasing ULC

By: _____
Name:
Title:

Heli-One (U.S.) Inc.

By: _____
Name:
Title:

Heli-One (UK) Limited

By: _____
Name:
Title:

Heli-One Canada ULC

By:  _____
Name: PAUL KING
Title: SVP / CIO


Heli-One Holdings (UK) Limited

By: _____
Name:
Title:

Heli-One Leasing (Norway) AS

By: _____
Name:
Title:

Heli-One Leasing ULC

By:  _____
Name: PAUL KING
Title: SVP / CIO

Heli-One (U.S.) Inc.

By: _____
Name:
Title:

Heli-One (UK) Limited

By: _____
Name:
Title:

Heli-One Canada ULC

By: _____
Name:
Title:

Heli-One Holdings (UK) Limited

By: _____
Name:
Title:

Heli-One Leasing (Norway) AS

By: _____
Name: EDWARD HERBERT LANE
Title: CHAIRMAN

Heli-One Leasing ULC

By: _____
Name:
Title:

Heli-One USA Inc.

By: Anthony DiNota
Name: Anthony DiNota
Title: President

Heliworld Leasing Limited

By: _____
Name:
Title:

Integra Leasing AS

By: _____
Name:
Title:

Lloyd Bass Strait Helicopters Pty. Ltd.

By: _____
Name:
Title:

Lloyd Helicopter Services Limited

By: _____
Name:
Title:

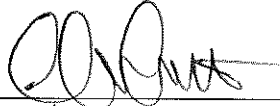
Lloyd Helicopter Services Pty. Ltd.

By: _____
Name:
Title:

Heli-One USA Inc.

By: _____
Name:
Title:

Heliworld Leasing Limited

By:  _____
Name: D CORBETT
Title: DIRECTOR

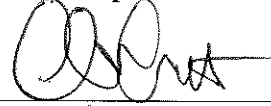
Integra Leasing AS

By: _____
Name:
Title:

Lloyd Bass Strait Helicopters Pty. Ltd.

By: _____
Name:
Title:

Lloyd Helicopter Services Limited

By:  _____
Name: D CORBETT
Title: DIRECTOR

Lloyd Helicopter Services Pty. Ltd.

By: _____
Name:
Title:

Heli-One USA Inc.

By: _____
Name:
Title:

Heliworld Leasing Limited

By: _____
Name:
Title:

Integra Leasing AS

By: _____
Name: EDWARD HERBERT LANE
Title: DIRECTOR

Lloyd Bass Strait Helicopters Pty. Ltd.

By: _____
Name:
Title:

Lloyd Helicopter Services Limited

By: _____
Name:
Title:

Lloyd Helicopter Services Pty. Ltd.

By: _____
Name:
Title:

Heli-One USA Inc.

By: _____
Name:
Title:

Heliworld Leasing Limited

By: _____
Name:
Title:

Integra Leasing AS

By: _____
Name:
Title:


Lloyd Bass Strait Helicopters Pty. Ltd.

By:  _____
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopter Services Limited

By: _____
Name:
Title:


Lloyd Helicopter Services Pty. Ltd.

By:  _____
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopters International Pty. Ltd.

By: 
Name: Lee Eckert
Title: Finance Director

Lloyd Helicopters Pty. Ltd.

By: 
Name: Lee Eckert
Title: Finance Director

Management Aviation Limited

By: _____
Name:
Title:


Lloyd Helicopters International Pty. Ltd.

By: _____
Name:
Title:

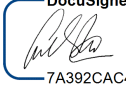
Lloyd Helicopters Pty. Ltd.

By: _____
Name:
Title:

Management Aviation Limited

By:  _____
Name: SCORBETT
Title: DIRECTOR

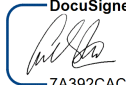
Requisite Plan Sponsors**Future Fund Board of Guardians****By: Bain Capital Credit, LP, as Investment Manager**

By:  DocuSigned by:
10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities (F), L.P

By:  DocuSigned by:
10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

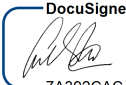
Sankaty Credit Opportunities V AIV II (Master), L.P.

By:  DocuSigned by:
10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

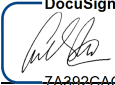
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By:  DocuSigned by:
10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

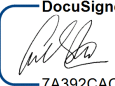
Requisite Plan Sponsors**Sankaty Credit Opportunities VI-B (Master), L.P.**

By:  DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

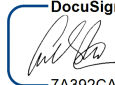
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By: _____  DocuSigned by: 10/31/2016
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Name: Andrew S. Viens

Title: Executive Vice President

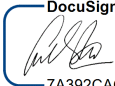
Bain Capital High Income Partnership, L.P.

By:  DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

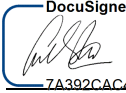
Sankaty Managed Account (E), L.P.

By:  DocuSigned by: 10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President


Requisite Plan Sponsors**Sankaty Managed Account (FSS), L.P.**

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

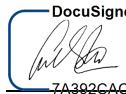
Sankaty Managed Account (PSERS), L.P.

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

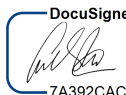
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By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

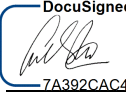
Sankaty Rio Grande FMC, L.P.

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

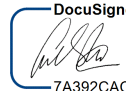
Requisite Plan Sponsors**Sears Holdings Pension Trust****By: Bain Capital Credit, LP, as Investment Manager**

By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

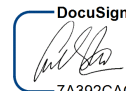
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Name: Andrew S. Viens

Title: Executive Vice President

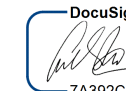
Sankaty Credit Opportunities VI-G, L.P.

By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Los Angeles County Employees Retirement Association**By: Bain Capital Credit, LP, as Manager**

By:  10/31/2016
7A392CAC4860442...

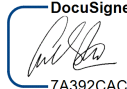
Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

American Century Capital Portfolios, Inc. – AC Alternatives Income Fund

By: Bain Capital Credit, LP, as Subadvisor


By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

Requisite Plan Sponsors

ALLIANCEBERNSTEIN L.P.
on behalf of its discretionary accounts

By: 

Name: ROBERT SCHWARTZ

Title: SENIOR VICE PRESIDENT

Requisite Plan Sponsors

Wayzata Opportunities Fund III, L.P.

By: WOF III GP, L.P., its General Partner

By: WOF III GP, LLC, its General Partner

By: 

Name: Mary Burns

Title: Authorized Signatory

Wayzata Opportunities Fund Offshore III, L.P.

By: Wayzata Offshore GP III, LLC, its General Partner

By: 

Name: Mary Burns

Title: Authorized Signatory

Requisite Plan Sponsors

CARL MARKS STRATEGIC INVESTMENTS, L.P.

By: 

Name: James F. Wilson

Title: Managing member

CARL MARKS STRATEGIC OPPORTUNITIES FUND II, L.P.

By: 

Name: James F. Wilson

Title: Managing Member

Requisite Plan Sponsors

Tennenbaum Special Situations IX-O, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: David Hollander
Managing Partner
Title: _____

Tennenbaum Special Situations Fund IX-C, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: David Hollander
Managing Partner
Title: _____

Tennenbaum Special Situations Fund IX, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: David Hollander
Managing Partner
Title: _____

Requisite Plan Sponsors

Tennenbaum Opportunities Fund VI, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By:



Name:

David Hollander
Managing Partner

Title:

Tennenbaum Special Situations IX-S, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By:



Name:

David Hollander
Managing Partner

Title:

Requisite Plan Sponsors

**FRANKLIN ADVISERS, INC. as investment
manager on behalf of certain funds and accounts**

By: GC Vyles
Name: Glenn Voyles
Title: VP

UCC

Official Committee of Unsecured Creditors

A handwritten signature in black ink, appearing to read 'Douglas H. Manna', is written over a horizontal line.

Douglas H. Manna

Counsel to the UCC

INDIVIDUAL CREDITOR PARTIES

Marble Ridge Capital L.P.

By: 

Name: _____

**DANIEL KAMENSKY
AUTHORIZED SIGNATORY**

Title: _____

Solus Alternative Asset Management LP

By: C.J. Lanktree

Name: C.J. Lanktree

Title: EVP/Partner

MILESTONE PARTIES

The Milestone Aviation Group Limited

By: Mark England
Name: Mark England
Title: Assistant Secretary
Location: ~~Observe~~ House, 2nd Floor
Simmons Court Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 1 Ltd

By: Mark England
Name: Mark England
Title: Director
Location: ~~Observe~~ House, 2nd Floor
Simmons Court Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 8 Ltd

By: Mark England
Name: Mark England
Title: Director
Location: ~~Observe~~ House, 2nd Floor
Simmons Court Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 20 Ltd

By: Mark England
Name: Mark England
Title: Director
Location: ~~Q1~~ **Q1** ~~House, 2nd Floor~~
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

The Milestone Aviation Asset Holding Group No. 25 Ltd

By: Mark England
Name: Mark England
Title: Director
Location: ~~Q1~~ **Q1** ~~House, 2nd Floor~~
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

Milestone Export Leasing, Ltd.

By: Mark England
Name: Mark England
Title: Company Secretary
Location: ~~Q1~~ **Q1** ~~House, 2nd Floor~~
Simmonscourt Road
Ballsbridge
Dublin 4, Ireland

GE Capital Equipment Finance Ltd.

By: David Wallis (as attorney)
Name: DAVID WALLIS
Title: LEAD COUNSEL, CORPORATE AIRCRAFT

GE European Equipment Finance (Aircraft No. 2) Limited

By: David Wallis (as attorney)
Name: DAVID WALLIS
Title: LEAD COUNSEL, CORPORATE AIRCRAFT

EXHIBIT A

AMENDED MILESTONE TERM SHEET

AMENDMENT NO.1

TO TERM SHEET

This Amendment No.1 to Term Sheet (the “Amendment”) is entered into as of November 3, 2016, between CHC Group Ltd., as debtor and debtor in possession (“CHC”) and The Milestone Aviation Group Limited (“Milestone”) and amends the Term Sheet dated October 11, 2016 between CHC and Milestone (the “Term Sheet”).

WHEREAS:

CHC and Milestone (together the “Parties”) entered into the Term Sheet. The Parties intend to amend the Term Sheet as set out in Clause 2 herein.

IT IS AGREED as follows:

1. Definitions

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Term Sheet.

2. Amendment

The Parties herein agree that the Term Sheet shall be amended with effect from the date of this Amendment as follows:

The definition of “Qualified Plan Confirmation Order Outside Date” shall be deleted in its entirety and replaced with the following:

“Qualified Plan Confirmation Order Outside Date” shall mean March 17, 2017.

3. General

3.1 Sections 4.3 (*Confidentiality*), 4.4 (*Miscellaneous*) and 4.5 (*Governing Law*) of the Term Sheet are hereby incorporated by reference into (and made part of) this Amendment as if fully set forth herein and any reference in such sections to “this Term Sheet” shall be read to refer to “this Amendment”.

3.2 No variation of this Amendment shall be effective unless made in writing and signed by or on behalf of the Parties.

3.3 The Term Sheet shall remain in full force and unchanged in relation to any other matters not expressly set out in this Amendment and any reference in the Term Sheet to “this Term Sheet” shall be read and construed as a reference to the Term Sheet as amended by this Amendment.

- 3.4 The effectiveness of this Amendment is conditioned upon and subject to the approval of the United States Bankruptcy Court for the Northern District of Texas.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 1 to the Term Sheet on the date and year set out above.

**THE MILESTONE AVIATION
GROUP LIMITED**

CHC GROUP LTD.

By: Mark England
Name: Mark England
Title: Assistant Secretary
Location: _____

By: _____
Name: _____
Title: _____

**Millar House, 2nd Floor
Simonscourt Road
Ballsbridge
Dublin 4, Ireland**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 1 to the Term Sheet on the date and year set out above.

**THE MILESTONE AVIATION
GROUP LIMITED**

By: _____

Name: _____
Title: _____

CHC GROUP LTD.

By:  _____

Name: NICOLAS P. STABILE
Title: Vice President

Exhibit 3

Backstop Agreement Amendment

AMENDMENT TO BACKSTOP AGREEMENT

THIS AMENDMENT dated as of November 3, 2016 (this “Amendment”) is entered into by and among:

(i) CHC Group Ltd. (the “*Company*”); and

(ii) each of the undersigned parties identified on the signature pages hereto (each an “*Investor*” and collectively, the “*Investors*”).

The Company and the Investors are referred to herein as the “Amendment Parties” and each individually as an “Amendment Party.” Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Backstop Agreement (as defined below).

RECITALS

WHEREAS, the Amendment Parties entered into that certain Backstop Agreement dated as of October 11, 2016 (as amended, supplemented or otherwise modified from time to time, the “Backstop Agreement”);

WHEREAS, the Amendment Parties wish to amend certain provisions of the Backstop Agreement; and

WHEREAS, the Amendment Parties wish to take such actions necessary to give effect to such amendments.

AMENDMENTS

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the Backstop Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Amendment Parties agree as follows:

Section 1. Amendments. Subsections (A), (B), (D), (E), (F) and (G) of Section 10(a)(ii) of the Backstop Agreement are hereby amended and restated in their entirety as follows:

“(A) obtain entry of the PSA Approval Order by the Bankruptcy Court as soon as reasonably practicable and in no event later than November 23, 2016;”

“(B) file the Plan and Disclosure Statement with the Bankruptcy Court by no later than November 11, 2016, which Plan and Disclosure Statement shall be in all respects reasonably acceptable to the Debtors and the Requisite Plan Sponsors;”

“(D) obtain entry of the Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court no later than December 22, 2016, which orders shall be in all respects reasonably acceptable to the Requisite Plan Sponsors and the Debtors;”

“(E) commence the Solicitation (as defined in the Plan Support Agreement) and Rights Offering no later than five (5) Business Days after both the entry of the Disclosure Statement Order and the Rights Offering Order by the Bankruptcy Court;”

“(F) obtain the entry by the Bankruptcy Court of the Final Cash Collateral Order (as defined in the Plan Support Agreement) by no later than November 30, 2016, which order is reasonably acceptable in all respects to the Requisite Plan Sponsors and the Debtors;”

“(G) obtain the entry of the Confirmation Order that is a Final Order by no later than March 17, 2017, which Confirmation Order is in all respects reasonably acceptable to the Debtors and the Requisite Plan Sponsors; or”

Section 2. Effectiveness. This Amendment shall become effective and binding on the Amendment Parties in accordance with the terms of the Backstop Agreement upon the execution and delivery by the Company and the Requisite Investors of an executed signature page hereto.

Section 3. Miscellaneous.

3.1 Except as specifically set forth herein, the terms of the Backstop Agreement shall remain in full force and effect and are hereby ratified and confirmed.

3.2 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Amendment delivered by facsimile, PDF or otherwise shall be deemed to be an original for the purposes of this paragraph.

[Signature Page Follows]

IN WITNESS WHEREOF, the Amendment Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

COMPANY

CHC Group Ltd.

By: 

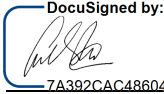
Name: Hooman Yazhari

Title: Senior Vice President, Legal & Administration

INVESTORS

Future Fund Board of Guardians

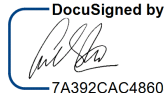
By: Bain Capital Credit, LP, as Investment Manager

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

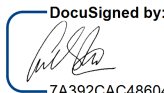
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By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

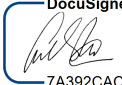
Sankaty Credit Opportunities V AIV II (Master), L.P.

By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President


Sankaty Credit Opportunities VI-A, L.P.

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

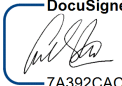
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By:  10/31/2016
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Title: Executive Vice President

Sankaty Managed Account (CalPERS), L.P.

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Title: Executive Vice President

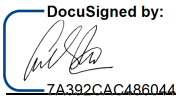
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By:  10/31/2016
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Name: Andrew S. Viens

Title: Executive Vice President

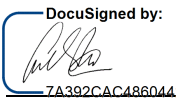
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By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

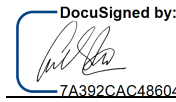
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By:  10/31/2016
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Name: Andrew S. Viens

Title: Executive Vice President

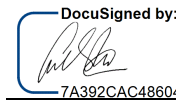
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By:  10/31/2016
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Name: Andrew S. Viens

Title: Executive Vice President

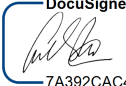
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By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

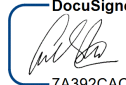
Sankaty Rio Grande FMC, L.P.

By:  10/31/2016
7A392CAC4860442

Name: Andrew S. Viens

Title: Executive Vice President

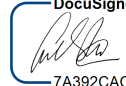
Sears Holdings Pension Trust**By: Bain Capital Credit, LP, as Investment Manager**

By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President


Sankaty Credit Opportunities VI-EU (Master), L.P.

By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Sankaty Credit Opportunities VI-G, L.P.

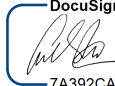
By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

Los Angeles County Employees Retirement Association

By: Bain Capital Credit, LP, as Manager

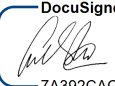
By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

American Century Capital Portfolios, Inc. – AC Alternatives Income Fund

By: Bain Capital Credit, LP, as Subadvisor

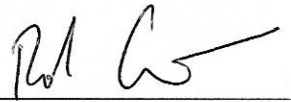
By:  10/31/2016
7A392CAC4860442...

Name: Andrew S. Viens

Title: Executive Vice President

INVESTORS

AllianceBernstein LP

By: 

Name: ROBERT SCHWARTZ

Title: SENIOR VICE PRESIDENT

INVESTORS

Wayzata Opportunities Fund III, L.P.

By: WOF III GP, L.P., its General Partner

By: WOF III GP, LLC, its General Partner

By: _____

Name: _____

Joseph M. Belman

Authorized Signatory

Title: _____

Wayzata Opportunities Fund Offshore III, L.P.

By: Wayzata Offshore GP III, LLC, its General Partner

By: _____

Name: _____

Joseph M. Belman

Authorized Signatory

Title: _____

INVESTORS

CARL MARKS STRATEGIC INVESTMENTS, L.P.

By: 

Name: **James F. Wilson**

Title: **Authorized
Signatory**

CARL MARKS STRATEGIC OPPORTUNITIES FUND II, L.P.

By: 

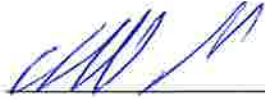
Name: **James F. Wilson**

Title: **Authorized
Signatory**

INVESTORS

Tennenbaum Special Situations IX-O, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By:



Name:

David Hollander
Managing Partner

Title:

Tennenbaum Special Situations Fund IX-C, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By:



Name:

David Hollander
Managing Partner

Title:

Tennenbaum Special Situations Fund IX, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By:



Name:

David Hollander
Managing Partner

Title:

Tennenbaum Opportunities Fund, VI, LLC
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: David Hollander
Managing Partner
Title: _____

Tennenbaum Special Situations IX-S, LP
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: David Hollander
Managing Partner
Title: _____

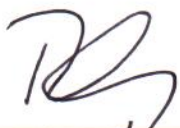
INVESTORS

**FHIT-FRANKLIN HIGH INCOME FUND
BY: FRANKLIN ADVISERS, INC., ITS
INVESTMENT MANAGER**

By: Glenn Vayles
Name: Glenn Vayles
Title: VP

Notwithstanding anything to the contrary in this Amendment, the provisions of this Amendment (including any obligations and restrictions) shall only apply to FHIT – Franklin High Income Fund (the “Fund”) and shall not apply to any other fund or account managed by Franklin Advisers, Inc. or its affiliates. The Fund’s agreement to enter into this Amendment is conditioned upon the preceding sentence.

Marble Ridge Capital L.P.

By: 
Name: D. Lemensky
Title: Authorized Signatory

Solus Alternative Asset Management LP

By: C.J. Lanktree
Name: C.J. Lanktree
Title: EVF/Partner